

PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
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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 to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Streamlined 5-Year Plan for Fiscal Years 2007 - 2012

Streamlined Annual Plan for Fiscal Year 2007

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

Streamlined Five-Year PHA Plan

form HUD-50075-SF (04/30/2003)

Agency Identification

PHA Name: Adams Metropolitan Housing Authority **PHA Number:** OH046

PHA Fiscal Year Beginning: (mm/yyyy)10/2007

PHA Programs Administered:

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

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

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

Public Access to Information

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

- Main administrative office of the PHA
401 East Seventh Street, Manchester, OH 45144
937-549-2648
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
401 East Seventh Street, Manchester, OH 45144 937-549-2648
- PHA development management offices
OFFICE 50 East Eighth Avenue, Peebles, OH 45660
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

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

- Main business office of the PHA
401 East Seventh Street, Manchester, OH 45144 937-549-2648
- PHA development management offices
- Other (list below)

Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2007 - 2012 [24 CFR Part 903.12]

A. Mission

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score) 79
 - Improve voucher management: (SEMAP score) 81
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)

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

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

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

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other: (list below)

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

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

families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- Other: (list below)

Other PHA Goals and Objectives: (list below)

13. Capital Fund Program Five-Year Action Plan

Streamlined Annual PHA Plan PHA Fiscal Year 2007 [24 CFR Part 903.12(b)]

Table of Contents

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

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

- 1. Housing Needs
- 2. **Financial Resources**
- 3. Policies on Eligibility, Selection and Admissions
- 4. Rent Determination Policies
- 5. Capital Improvements Needs
- 6. Demolition and Disposition
- 7. Homeownership
- 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
- 9. Additional Information
 - a. PHA Progress on Meeting 5-Year Mission and Goals
 - b. Criteria for Substantial Deviations and Significant Amendments
 - c. Other Information Requested by HUD
 - i. Resident Advisory Board Membership and Consultation Process
 - ii. Resident Membership on the PHA Governing Board
 - iii. PHA Statement of Consistency with Consolidated Plan
 - iv. (Reserved)
- 10. Project-Based Voucher Program
- 11. Supporting Documents Available for Review
- 12. FY 2008 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report

13. Capital Fund Program Five-Year Action Plan

- 13. Capital Fund Program 5-Year Action Plan
- 14. Other (List below, providing name for each item) ACOP, PH LEASE, S8 ADMIN PLAN

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans; Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.

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

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

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

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

Executive Summary (optional)

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

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

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

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

Housing Needs of Families on the PHA's Waiting Lists	
Waiting list type: (select one) As of 6/19/2007	
<input checked="" type="checkbox"/>	Section 8 tenant-based assistance
<input type="checkbox"/>	Public Housing
<input type="checkbox"/>	Combined Section 8 and Public Housing
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:	

13. Capital Fund Program Five-Year Action Plan

Housing Needs of Families on the PHA's Waiting Lists			
	# of families	% of total families	Annual Turnover
Waiting list total	82		
Extremely low income <=30% AMI	70	85%	
Very low income (>30% but <=50% AMI)	11	13%	
Low income (>50% but <80% AMI)	1	1%	
Families with children	65	79%	
Elderly families	3	4%	
Families with Disabilities	0	0%	
Race/ethnicity White	80	98%	
Race/ethnicity Black	1	1%	
Race/ethnicity Hispanic	1	1%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	26	32%	
2 BR	29	35%	
3 BR	22	27%	
4 BR	5	6%	
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

13. Capital Fund Program Five-Year Action Plan

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)as of 6/19/2007			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing MANCHESTER			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	68		
Extremely low income <=30% AMI	59	87%	
Very low income (>30% but <=50% AMI)	9	13%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	40	58%	
Elderly families	2	3%	
Families with Disabilities	4	6%	
Race/ethnicity White	67	99%	
Race/ethnicity Black	1	1%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	28	41%	
2 BR	26	38%	
3 BR	12	18%	
4 BR	2	3%	
5 BR			
5+ BR			

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Housing Needs of Families on the PHA's Waiting Lists

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?

No Yes

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Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) as of 6/19/2007			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing PEEBLES			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	49		
Extremely low income <=30% AMI	43	88%	
Very low income (>30% but <=50% AMI)	5	10%	
Low income (>50% but <80% AMI)	1	2%	
Families with children	17	35%	
Elderly families	5	10%	
Families with Disabilities	3	6%	
Race/ethnicity White	48	98%	
Race/ethnicity Black	0	0%	
Race/ethnicity Hispanic	1	2%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	33	67%	
2 BR	9	19	
3 BR	6	12%	
4 BR	1	2%	
5 BR			
5+ BR			

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Housing Needs of Families on the PHA's Waiting Lists
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes:
How long has it been closed (# of months)?
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?
<input type="checkbox"/> No <input type="checkbox"/> Yes

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Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) As of 6/19/2007			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing SEAMAN/WINCHESTER			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	8		
Extremely low income <=30% AMI	7	88%	
Very low income (>30% but <=50% AMI)	1	12%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	8	100%	
Elderly families	0	0%	
Families with Disabilities	0	0%	
Race/ethnicity White	8	100%	
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR	8	100%	
4 BR			
5 BR			
5+ BR			

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Housing Needs of Families on the PHA's Waiting Lists
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes:
How long has it been closed (# of months)?
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?
<input type="checkbox"/> No <input type="checkbox"/> Yes

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B. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

- Apply for additional section 8 units should they become available

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- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

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

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

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly

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- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

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(2) Reasons for Selecting Strategies

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

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

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2. Statement of Financial Resources

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

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2007 grants)		
a) Public Housing Operating Fund	368,628.00	
b) Public Housing Capital Fund	305,000.00	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	918,130.00	
f) Resident Opportunity and Self-Sufficiency Grants	0	
g) Community Development Block Grant	0	
h) HOME	0	
Other Federal Grants (list below)		
HCV FSS Coordinator	38,138.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	115,360.00	
4. Other income (list below)		

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Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
4. Non-federal sources (list below)		
Total resources	1,745,256.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

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- c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

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

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

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

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

c. Site-Based Waiting Lists-Previous Year

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

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

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

d. Site-Based Waiting Lists – Coming Year

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

1. How many site-based waiting lists will the PHA operate in the coming year? 3
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)?

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If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously

If yes, how many lists? 4

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

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

(3) Assignment

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

- One
 Two
 Three or More

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

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

(4) Admissions Preferences

- a. Income targeting:

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

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b. Transfer policies:

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

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

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs

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- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

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Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

The PHA applies preferences within income tiers

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

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

The PHA-resident lease

The PHA's Admissions and (Continued) Occupancy policy

PHA briefing seminars or written materials

Other source (list)

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

At an annual reexamination and lease renewal

Any time family composition changes

At family request for revision

Other (list)

(6) Deconcentration and Income Mixing

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

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

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following table:

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

B. Section 8

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

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

(1) Eligibility

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

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors):
- Other (list below) **Owe Past Section 8 Landlord Money**

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

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

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

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

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- Criminal or drug-related activity
- Other (describe below)**Current address and landlord information**

(2) Waiting List Organization

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

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

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

- PHA main administrative office
- Other (list below)**By Mail**

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and

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time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

2 Date and Time

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Former Federal preferences:

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

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(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

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

A. Public Housing

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

(1) Income Based Rent Policies

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

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

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

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b. Minimum Rent

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

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

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

3. If yes to question 2, list these policies below:

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

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

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

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

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

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

- For household heads

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

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

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

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

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

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

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Other (list below)

f. Rent re-determinations:

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

Never

At family option

Any time the family experiences an income increase

Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____

Other (list below)

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

(2) Flat Rents

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

The section 8 rent reasonableness study of comparable housing

Survey of rents listed in local newspaper

Survey of similar unassisted units in the neighborhood

Other (list/describe below)

B. Section 8 Tenant-Based Assistance

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

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(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

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(2) Minimum Rent

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

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

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

5. Capital Improvement Needs

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

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

A. Capital Fund Activities

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

(1) Capital Fund Program

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

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

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

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)
- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:
Status of grant: (select the statement that best describes the current status)
 Revitalization Plan under development
 Revitalization Plan submitted, pending approval
 Revitalization Plan approved
 Activities pursuant to an approved Revitalization Plan underway
- c. Yes No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:
- d. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
- e. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

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6. Demolition and Disposition

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

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

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

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

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

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

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

(2) Program Description

a. Size of Program

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

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

b. PHA-established eligibility criteria

Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below: Adams MHA HCV/FSS Program Participant

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

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

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

a. Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family’s resources.

b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).

d. Demonstrating that it has other relevant experience (list experience below).

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8. Civil Rights Certifications

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

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

9. Additional Information

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

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

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2007- 2012

During the last several years Adams Metropolitan Housing Authority has been plagued with major structural problems with Project 006 which consists of scattered site single family three bedroom homes. The problem has been the floor structure has been rotting from the bottom up. After exploring our options with our engineer a course of action was developed that replaced the floor structure with concrete. By the end of December 2006 ten of the twenty-five units were completed. Most of our capital funds in the past 3 years and the next five or six years will be devoted to correcting this problem. In addition to correcting this problem we are replacing electrical, HVAC, kitchen and bath , and window systems in each house as it is repaired.

With a known cure for the problem we are now able to expedite the expenditure of CFP funds as they become available to complete these repairs.

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

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- a. Substantial Deviation from the 5-Year Plan
- b. Significant Amendment or Modification to the Annual Plan

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

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

Yes No:

If yes, complete the following:

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Name of Resident Member of the PHA Governing Board: **Mary Kersey**

Method of Selection:

Appointment

The term of appointment expires 3/4/2009

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

Description of Resident Election Process

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

Candidates were nominated by resident and assisted family organizations

Candidates could be nominated by any adult recipient of PHA assistance

Self-nomination: Candidates registered with the PHA and requested a place on ballot

Other: (describe) Mayor Appointment

Eligible candidates: (select one)

Any recipient of PHA assistance

Any head of household receiving PHA assistance

Any adult recipient of PHA assistance

Any adult member of a resident or assisted family organization

Other (list)

Eligible voters: (select all that apply)

All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)

Representatives of all PHA resident and assisted family organizations

Other (list) Mayor Appointment

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

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

13. Capital Fund Program Five-Year Action Plan

basis

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

Date of next term expiration of a governing board member: 3/17/2008 (Dean Bailey)

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position):

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: Adams County /commissioners

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

- The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

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

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(4) (Reserved)

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

10. Project-Based Voucher Program

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

If yes, check which circumstances apply:

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

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

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

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP),	Annual Plan: Eligibility,

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List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
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 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
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
X	Public housing grievance procedures <input 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.	Annual Plan: Grievance

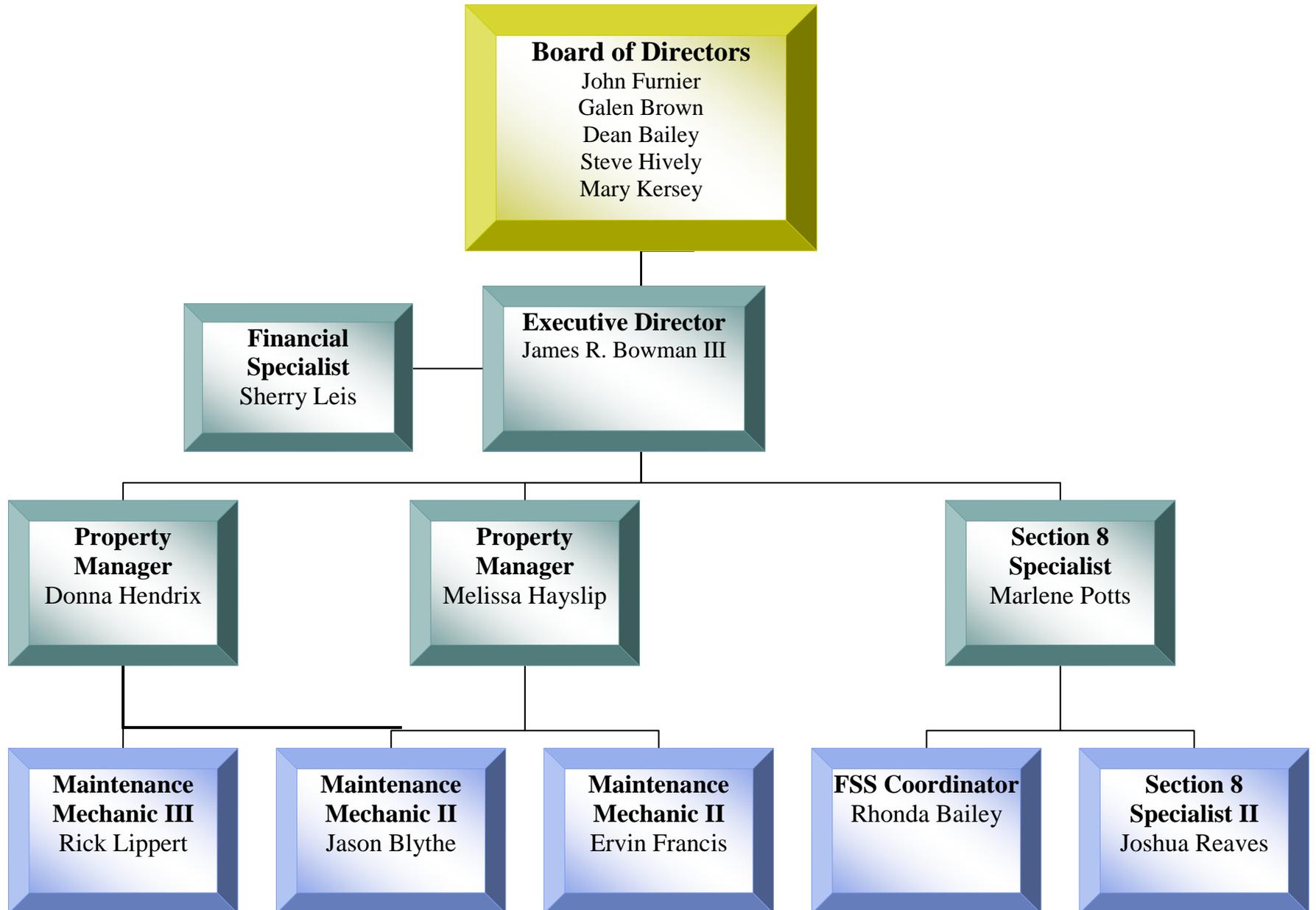
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List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	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
	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)	Annual Plan: Community

13. Capital Fund Program Five-Year Action Plan

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	grant program reports for public housing.	Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

ADAMS METROPOLITAN HOUSING AUTHORITY
ORGANIZATIONAL CHART FY 2007



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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

1.0 FAIR HOUSING

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

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

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

The Adams Metropolitan Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Adams Metropolitan Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Adams Metropolitan Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Adams Metropolitan Housing Authority will follow in determining whether it is

reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Adams Metropolitan Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Adams Metropolitan Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Adams Metropolitan Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Adams Metropolitan Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The

Adams Metropolitan Housing Authority's business is housing. If the request would alter the fundamental business that the Adams Metropolitan Housing Authority conducts, that would not be reasonable. For instance, the Adams Metropolitan Housing Authority would deny a request to have the Adams Metropolitan Housing Authority do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Adams Metropolitan Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is they need; however, the Adams Metropolitan Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Adams Metropolitan Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Adams Metropolitan Housing Authority's programs and services, the Adams Metropolitan Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Adams Metropolitan Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Adams Metropolitan Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Adams Metropolitan Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Adams Metropolitan Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: Spanish

4.0 FAMILY OUTREACH

The Adams Metropolitan Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Adams Metropolitan Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Adams Metropolitan Housing Authority will also try to utilize public service announcements.

The Adams Metropolitan Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

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

6.0 REQUIRED POSTINGS

In each of its offices, the Adams Metropolitan Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office

hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Adams Metropolitan Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

401 E. 7th St. Manchester, Ohio 45144 &

50 8th Ave. Peebles, Ohio 45660

Applications are taken to compile a waiting list. Due to the demand for housing in the Adams Metropolitan Housing Authority jurisdiction, the Adams Metropolitan Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Adams Metropolitan Housing Authority will verify the information.

Applications may be made in person at the **Manchester & Peebles Offices** on **Monday, Tuesday, Thursday & Friday during posted office hours**. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Adams Metropolitan Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Adams Metropolitan Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 937-549-2649.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Adams Metropolitan Housing Authority will make a preliminary determination of eligibility. The Adams Metropolitan Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Adams Metropolitan Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Adams Metropolitan Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Adams Metropolitan Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Adams Metropolitan Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Adams Metropolitan Housing Authority.
5. If the Adams Metropolitan Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.
7. If there are no eligible families on the waiting list and the Adams Metropolitan Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Adams Metropolitan Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Adams Metropolitan Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Adams Metropolitan Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Adams Metropolitan Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Adams Metropolitan Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 - 3. History of disturbing neighbors or destruction of property;
 - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - 5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

- C. The Adams Metropolitan Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Adams Metropolitan Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members;
 3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Adams Metropolitan Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
 4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUND S FOR DENIAL

The Adams Metropolitan Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity

including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Adams Metropolitan Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Adams Metropolitan Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Adams Metropolitan Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;

- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a *lifetime* registration under a State sex offender registration program.

8.5 **INFORMAL REVIEW**

- A. If the Adams Metropolitan Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Adams Metropolitan Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Adams Metropolitan Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Adams Metropolitan Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Adams Metropolitan Housing Authority's decision. The Adams Metropolitan Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Adams Metropolitan Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 **MANAGING THE WAITING LIST**

9.1 **OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Adams Metropolitan Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Adams Metropolitan Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

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

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Adams Metropolitan Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Adams Metropolitan Housing Authority will be sent a notice of termination of the process for eligibility.

The Adams Metropolitan Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Adams Metropolitan Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Adams Metropolitan Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Adams Metropolitan Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Adams Metropolitan Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Adams Metropolitan Housing Authority will select families based on the following preferences within each bedroom size category:

A. Veteran

B. Any Applicant who resides or works in Adams County.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designated for Disabled Only Housing: The Adams Metropolitan Housing Authority has specified apartments / single family homes which have been approved by HUD as being designated for persons with disabilities only. In filling vacancies in this development, first priority will be given to disabled families. If there are no disabled families on the list, next priority will be given to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1

1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Adams Metropolitan Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom unless they are at least five (5) years apart in age.
- B. Adults and children will not be required to share a bedroom.
- C. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- D. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Adams Metropolitan Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit until the family size changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Adams Metropolitan Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The Adams Metropolitan Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Adams Metropolitan Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Adams Metropolitan Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 DECONCENTRATION INCENTIVES

The Adams Metropolitan Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the Adams Metropolitan Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Adams Metropolitan Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Adams Metropolitan Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Adams Metropolitan Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the Adams Metropolitan Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Adams Metropolitan Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

If the family rejects the offer of a unit without good cause

They may request to be placed at the bottom of the waiting list one (1) time. The second rejection of a unit will result in the family being removed from the Public Housing waiting list.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Adams Metropolitan Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to but not exceeding the contract rent:

- A. **The Total Tenant Payment or \$50.00 whichever Is greater.**

In exceptional situations, the Adams Metropolitan Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is

greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Adams Metropolitan Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Adams Metropolitan Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets

used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
 - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;

- iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 - c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services

and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the Americorps Program

- p. Additional income exclusions provided by and funded by the Adams Metropolitan Housing Authority

The Adams Metropolitan Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

12.0 VERIFICATION

The Adams Metropolitan Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time

student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family. The Housing Authority will accept hand carried current verification of any asset where the third party entity charges a fee to obtain this information.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Adams Metropolitan Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc. The Housing Authority will follow HUD rules for obtaining verification of SS/SSI income. The family will be required to obtain a current benefit letter from SSA and provide it to the Housing Authority.

When third party verification cannot be obtained, the Adams Metropolitan Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Adams Metropolitan Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Adams Metropolitan Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Adams

Metropolitan Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Adams Metropolitan Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Adams Metropolitan Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Adams Metropolitan Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Adams Metropolitan Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Adams Metropolitan Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Adams Metropolitan Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

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

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

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$25.00**, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Adams Metropolitan Housing Authority has set the minimum rent at **\$25.00**. However if the family requests a hardship exemption, the Adams Metropolitan Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
 - C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
 - D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
 - E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Adams Metropolitan Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Adams Metropolitan Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Adams Metropolitan Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 CEILING RENT

The Adams Metropolitan Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Adams Metropolitan Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Adams Metropolitan Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Adams Metropolitan Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following Manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Adams Metropolitan Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 UTILITY ALLOWANCE

The Adams Metropolitan Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Adams Metropolitan Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Adams Metropolitan Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Adams Metropolitan Housing Authority paid utilities, the Adams Metropolitan Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Adams Metropolitan Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Adams Metropolitan Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Adams Metropolitan Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Adams Metropolitan Housing Authority on reasonable grounds. Requests shall be granted to

families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **Adams Metropolitan Housing Authority 401 E. 7th St. Manchester, Ohio 45144 or 50 8th Ave. Peebles, Ohio 45660**. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the fifth of the month, a Notice of Termination will be issued to the tenant. In addition, a \$10 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$35 for processing costs.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

APPENDIX 3

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

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

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the

Social Security Act or under any other State welfare program, including the welfare-to-work program

- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Adams Metropolitan Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Adams Metropolitan Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Adams Metropolitan Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Adams Metropolitan Housing Authority will do the following:

- A. Provide information about obtaining suitable volunteer positions.
- B. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Adams Metropolitan Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure and;
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Adams Metropolitan Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Adams Metropolitan Housing Authority shall take action to terminate the lease.

15.0 RECERTIFICATIONS

At least annually, the Adams Metropolitan Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination

determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Adams Metropolitan Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Adams Metropolitan Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Adams Metropolitan Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income

reexamination process every three years, rather than the annual review they otherwise would undergo.

- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Adams Metropolitan Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Adams Metropolitan Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Adams Metropolitan Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Adams Metropolitan Housing Authority representative, they may make the selection on the form and return the form to the Adams Metropolitan Housing Authority. In such case, the Adams Metropolitan Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Adams Metropolitan Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$25.00**, but never more than the ceiling rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Adams Metropolitan Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify

their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Adams Metropolitan Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Adams Metropolitan Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Adams Metropolitan Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Adams Metropolitan Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Adams Metropolitan Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Adams Metropolitan Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median)

predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Adams Metropolitan Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Adams Metropolitan Housing Authority on basic home and yard care.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is

ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Adams Metropolitan Housing Authority and the family rejects two offers without good cause, the Adams Metropolitan Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Adams Metropolitan Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Adams Metropolitan Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Adams Metropolitan Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Adams Metropolitan Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Adams Metropolitan Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Adams Metropolitan Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Adams Metropolitan Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE ADAMS METROPOLITAN HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the Adams Metropolitan Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Adams Metropolitan Housing Authority file and a copy given to the family member. An authorized Adams Metropolitan Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Adams Metropolitan Housing Authority damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Adams Metropolitan Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Adams Metropolitan Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Adams Metropolitan Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Adams Metropolitan Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

The Adams Metropolitan Housing Authority will conduct a housekeeping inspection every six (6) months to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Adams Metropolitan Housing Authority will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Adams Metropolitan Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the Adams Metropolitan Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Adams Metropolitan Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Adams Metropolitan Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The Adams Metropolitan Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY APPENDIX 2

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

18.4 TYPES AND NUMBER OF PETS

The Adams Metropolitan Housing Authority will allow only domesticated dogs, cats, birds, rodents(including rabbits), turtles and fish, in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed thirty (20) pounds in weight.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

18.6 PET FEE

A non-refundable pet fee of \$100.00 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover the cost of damages to the unit caused by the pet.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Adams Metropolitan Housing Authority reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Adams Metropolitan Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment/house or on a leash at all times when outside (no outdoor cages may be constructed). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

18.11 REMOVAL OF PETS

The Adams Metropolitan Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Adams Metropolitan Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Adams Metropolitan Housing Authority allow them to enter into a Repayment Agreement. The Adams Metropolitan Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

Note: If the housing authority has a minimum rent greater than \$0, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Adams Metropolitan Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Adams Metropolitan Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Adams Metropolitan Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Adams Metropolitan Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONMENT

The Adams Metropolitan Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an Adams Metropolitan Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Adams Metropolitan Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than **\$100.00**, the Adams Metropolitan Housing Authority will mail a notice of the sale or disposition to the resident and then wait sixty (60) days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until **sixty (60)** days after the Adams Metropolitan Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than \$100.00 the Adams Metropolitan Housing Authority will mail a notice of the sale or disposition to the resident and then wait **sixty (60)** days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Adams Metropolitan Housing Authority 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 the Adams Metropolitan Housing Authority will mail it to the family. If the family's address is not known, the Adams Metropolitan Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Adams Metropolitan Housing Authority.

Within **sixty (60)** days of learning of an abandonment, the Adams Metropolitan Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the Adams Metropolitan Housing Authority will return the security deposit within **thirty (30) days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same

conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Adams Metropolitan Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **thirty (30)** days.

If a forwarding address is not given the Housing Authority will not be required to refund the security Deposit.

**21.0 VIOLENCE AGAINST WOMEN ACT AND
DEPARTMENT OF JUSTICE
REAUTHORIZATION ACT 2005**

SEE APPENDIX 4

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

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

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

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

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
VAWA	Violence Against Women Act
EIV	Enterprise Income Verification

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

%Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Adams Metropolitan Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____. This person's address is _____ and phone number is _____.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____.

_____This rent is based on the Authority-determined flat rent for this unit.

_____This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Adams Metropolitan Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the tenth day of the month, a notice to vacate will be issued to the Resident. A \$10 late charge will be assessed to cover the added costs of a rent payment received after the tenth day of the month, whichever is greater. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$35 returned check fee will be charged.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit.

With the approval of the Landlord, the Security Deposit may be made in three payments - one third in advance, one third with their second rent payment, and one third with their third rent payment. The Landlord will hold this security deposit for the period the

Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- g. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** The Adams Metropolitan Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

Water, Sewer & Trash

The Resident agrees to pay for the following utilities:

Electric & Gas

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from

consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;

- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

- 10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
 - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances.
 - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

- 11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- e. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- f. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- g. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;

- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident 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, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install ceiling fans;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications,

- to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- n. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- o. failure to perform required community service or be exempted therefrom;
- p. failure to allow inspection of the dwelling unit;
- q. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- r. determination or discovery that a resident is a registered sex offender; or
- s. any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a

claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 60 days after the Landlord receives actual notice of abandonment or 60 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Adams Metropolitan Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

- 23. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
- 24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
- 25. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease;

Attachments: I, II, III, IV, V, VI, VII, VIII, IX, X

Signatures:

RESIDENT: 1) _____ DATE

2) _____
DATE

LANDLORD: _____
DATE

ATTACHMENT I

DATE:

I have been told that I will be evicted from the program at AMHA if I do not follow the following rules:

1. Smoke Detectors have to be kept up at all times. If I hear it beeping then I know I need to replace the batteries for it to work properly. I will keep batteries at my home, in advance, to replace the old ones when they are no longer working.
2. I have been told that the dryer vent hook up is my responsibility and I will have this hooked up properly.
3. I have been told that if the electric is disconnected then this is reason for an eviction of the premises.
4. I have been informed that I am responsible for all company, visitors, etc., which come to my home.
5. I have been informed that no dogs or cats are permitted on the premises unless I comply with the pet policy which I have a copy
6. I have been informed that no cable wire or extension cords, etc. will be across the floor unless I tape it down or have a rug covering over it as it is considered a tripping hazard.
7. I have been informed that if for any reason a window, smoke detector, or damage has been done to my unit, then I will immediately call and report it to management so it can be repaired as soon as possible.
8. I have been informed that no air conditioner and no furniture can block a window when only one window is in the room. There has to be at least one window in each room that has to be opened and clear as an exit.

Tenant _____

Tenant _____

Tenant _____

AMHA Representative _____

ATTACHMENT II

The Adams Metropolitan Housing Authority Policy states that no person(s) other than those listed on the lease and application shall live/stay in the unit other than on a temporary basis and/or not exceeding 14 days in a period of one(1) year. This is to insure that the gross family contribution is accurately based on the total monthly income of that household unit.

If this situation should arise during the term of the lease, I agree to contact the AMHA with the additional information. I realize that failure to do this could result in an eviction, lifetime loss of the PHA program, repayment of the rent and possible theft and fraud charges under state and federal law.

I understand the above statement. There is no other adult living/staying in the unit now other than whose name is on the application and lease. I agree to notify the PHA if this should change.

Signature of Tenant_____Date_____

Signature of Staff Person_____Date_____

ATTACHMENT III

ADAMS METROPOLITAN HOUSING AUTHORITY
NEW TENANT QUESTIONNAIRE

Date: _____

This is an overall view of your understanding of your responsibilities as a resident of AMHA to see how well the lease was explained to you at your leasing appointment. If you have questions, now is the time to ask them so as to avoid lease violations and possibly an eviction action being initiated against you.

1. Are all persons that will be staying in the unit with you reported to management? _____
2. Have you reported all income from all sources? _____
3. Are you aware that no pets are allowed on AMHA property unless you have complied with the Pet Policy? This applies to your visitors also. _____
4. Are you aware that no business may be conducted on the premises? _____
5. Are you aware that you must report any rats on or around the premises? _____
6. Is tenant aware that a thirty(30) day written notice must be given before vacating the unit? _____
7. Is tenant aware that he/she is required to return all keys to management before vacating the unit? _____
8. Is tenant aware that rent is due and payable on the first day of each month? _____
9. Is tenant aware that changes in income from all sources must be reported within 10 days? When you report changes to Adams County Jobs and Family First, they do not report them to us. This is your responsibility. _____
10. Is tenant aware that he/she should notify management when taking an extended vacation? _____
11. Is tenant aware that disconnection of electric service is the same as non-payment of rent and is grounds for termination of your lease? _____
12. Has tenant been advised that he/she should carry renters' insurance? _____

Tenant _____

Tenant _____

**ATTACHMENT IV
ADAMS METROPOLITAN HOUSING AUTHORITY
STANDARDS FOR HOUSEHOLD INSPECTIONS**

OBJECTIVES: To establish guidelines for management personnel where household inspections, maintenance reports, neighbors' (tenants') complaints are concerned and to establish a basis for management decision (including, but not limited to charges or evictions) where AMHA standards are not maintained.

STATEMENT OF PURPOSE: It is the responsibility of AMHA to provide safe, decent and sanitary housing for eligible families. Inherent in our purpose is the duty of AMHA tenants to maintain their apartments in a like manner. These standards are set forth to better inform AMHA residents about management expectations.

AMHA HOUSEHOLD STANDARDS

DAMAGE: Holes in walls, doors, damage to screens and AMHA furnished appliances are considered negligence and destruction. Malicious and negligent damage to doors, woodwork and kitchen cabinets are in the same category. Unreported damage is considered as negligence.

HEALTH AND SANITATION: Sinks and toilets left in a condition where color and filth are evident to the senses are considered as health problems, garbage left inside and around the apartment, unwrapped and not in proper refuse containers, is also considered as a health problem.

FLOORS: Floors containing food particles, discolored by dirt, and the absence of floor (excessive) tiles is considered as unsatisfactory. Carpets containing food particles are badly torn and damaged is also unsatisfactory.

WINDOWS: Broken or cracked windows, screens and shades torn and hanging or totally out are not satisfactory.

SAFETY: Combustible materials stored around areas such as the water heater, stove and furnace are unsatisfactory. Exits blocked by furniture and other large items is considered as unsafe.

EXTERIOR: Litter, garbage and rubbish in yards and around the garbage container is unsatisfactory. Inoperable vehicles in the yard or parking lot are not permitted; parking and driving on lawns is prohibited.

WALLS: Crayon or other marking on walls, floors, stoves, refrigerators and woodwork is unsatisfactory.

STOVES: Burners and ovens containing grease and cooking residue are unsatisfactory.

REFRIGERATORS: Unde-frosted, damaged and dirty refrigerators are unsatisfactory.

DISORDERLY APARTMENT

A disorderly unit is considered to be an apartment cluttered with clothing on floors and chairs, evidence of debris scattered about, kitchen sink cluttered with unwashed dishes, bathtubs unwashed, face bowls unwashed, toilet uncleaned, yards and rubbish areas with paper, cans and other debris scattered about, grass uncut and markings on the unit (interior or exterior). These conditions should not be present during any period of time (whether regular inspection period, maintenance visit or management visit.)

HEAD OF HOUSEHOLD_____

PUBLIC HOUSING SPECIALIST/MGR_____

ATTACHMENT V

ADAMS METROPOLITAN HOUSING AUTHORITY

I, hereby, agree to permit entry of any duly authorized agent, employee or representative of management of the Adams Metropolitan Housing Authority to my apartment , even though I may not be at home, during regular business hours for the purpose of extermination and pest control services. I acknowledge that extermination services are required as a condition of occupancy and refusal to allow exterminator to exterminate will be grounds for termination of my lease.

Tenant's signature

ATTACHMENT VI

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service - volunteer work which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children's programs
- Work at the Authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

NOTE: **Political activity is excluded.**

Self Sufficiency Activities - activities that include, but are not limited to:

- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence

Exempt Adult - an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person

- Is working at least 20 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be Performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
 - At lease execution or re-examination after October 1, 1999, all adult members (18 or older) of a public housing resident family must
 - 1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non renewal of their lease.
 - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
 - If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in

the community that provide volunteer and/or training opportunities.

D. Authority obligations

1. To the greatest extent possible and practicable, the Authority will
 - a) provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*)
 - b) provide in-house opportunities for volunteer work or self sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member
 - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
 - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.

The family may use the Authority's Grievance Procedure to protest the lease termination. Community Service Compliance Certification

****All Adult Tenants must read and complete this form.**

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement our lease will not be renewed.

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Address: _____

****Please complete pages 5 and 6 if you are exempt from Community Service.**

Appendix 1
Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- () I am 62 years old or older

- () I have a disability which prevents me from working (totally and permanently disabled)
(Certification of Disability Form will serve as documentation)

- () I am taking care of a disabled family member extensively per physician orders.
Name of disabled family member _____
(Certificate of Disability form will serve as documentation)

- () I am working _____
Place of Employment
(Employment Verification form will serve as documentation)

- () I am participating in a Welfare-to-Work Program through another agency
(Must provide verification letter from agency)

- () I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or work requirements)

- () I am a full time student or attending classes toward my GED. *(Must provide verification of enrollment from college, high school, or GED courses)* _____
Name of School

Adult Resident(s)

Address

Date

DISABILITY CERTIFICATION FORM

Date _____

I, _____ hereby certify that _____

_____ is disabled/handicapped as noted below:

Check either Disabled or Handicapped that applies to your situation:

DISABLED

A disabled person is defined from the following two acts: (A) Section 223 of the Social Security Act and (B) Section 102 (5) of the Development Disabilities Services and Facilities Construction Amendments of 1970.

(A) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(i) (1), inability by reason of such blindness to engage in Substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

(B) A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.

HANDICAPPED

A person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.

Please check and initial all that apply.

(Print) Physician Name

Physician Signature

ATTACHMENT VII

(Note: The AMHA pet policy is effective October 1, 2001.)

PET OWNERSHIP POLICY

A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one(1) animal at any time. **Visiting guests with pets will not be allowed.**
3. Residents will register their pet with the Authority BEFORE it is brought onto the Authority premises, and will update the registration annually. The registration will include: (Appendix 1) Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
 - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local law.
 - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - The registration will be updated annually at the annual re-examination of Residents' income.
 - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
 - The Authority may refuse to register a pet if:
 - 1) The pet is not a common household pet;
 - 2) The keeping of the pet would violate any applicable house pet rule
 - 3) The pet owner fails to provide complete pet registration information
 - 4) The pet owner fails annually to update the pet registration
 - 5) The Authority reasonably determines, based on the pet owner's habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - 6) Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:

- 1) State the reasons for refusing to register the pet;
 - 2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - 3) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height at the shoulder shall not exceed twelve (12) inches. The size limitations do not apply to service animals.
 5. No chows, pit bulls, German police dogs, Dobermans, Rottweilers, or any other known fighter breed will be allowed on the premises.
 6. All cat and dog pets shall be neutered or spayed, and verified by veterinarian, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 7. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
 8. Pets shall be quartered in the Residents unit.
 9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
 10. No dog houses will be allowed on the premises.
 11. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed. Pets (dogs and cats), shall be allowed to run only on the owners lawn and owners shall clean up after pet after each time the animal eliminates.
 12. The city ordinance concerning pets will be complied with
 13. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner or other occupants of the Authority in accordance with paragraph B3 below.
 14. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
 15. Dishes or containers for food and water will be located within the owners' apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
 16. Residents will not feed or water stray animals or wild animals.
 17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.)
 18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

B. Pet Violation Procedure

1. **NOTICE OF PET RULE VIOLATION (Appendix 3):** When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:
 - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or

- Serve a copy of the notice on any adult answering the door at the Residents; leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
 4. The notice must state that the pet owner is entitled to be accompanied by another person on his or her choice at the meeting;
 5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.
 6. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).
 - The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
 - The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
 - Whatever decision or agreements, if any are made will be reduced to writing, signed by both parties, with one copy for the pet owners and one copy placed in the Authority's Resident file.
 7. **NOTICE OF PET REMOVAL:** If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph 131 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:
 - Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
 - State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is serviced at the meeting);
 - State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency .
 8. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:** The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation with the applicable time period specified in paragraph 3b above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owners' residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

C. Protection of the Pet

1. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may;
 - Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
 - If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
 - If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1b above will be followed; and
 - If none of the above actions reap results, the Authority may enter the pet owners' unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the Authority of the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety or other occupants of the Authority property or of other persons in the community where the project is located.

E APPLICATION OF RULES

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

Sub-Appendix I

Pet Agreement

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs and replacement to, and fumigation of, the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed twelve (12) inches in height at the shoulder and twenty (20) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name: _____ Type _____
Breed _____ Color _____ Weight _____ Age _____
Housebroken? _____ City of License _____ License No. _____
Date of last Rabies shot _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals.

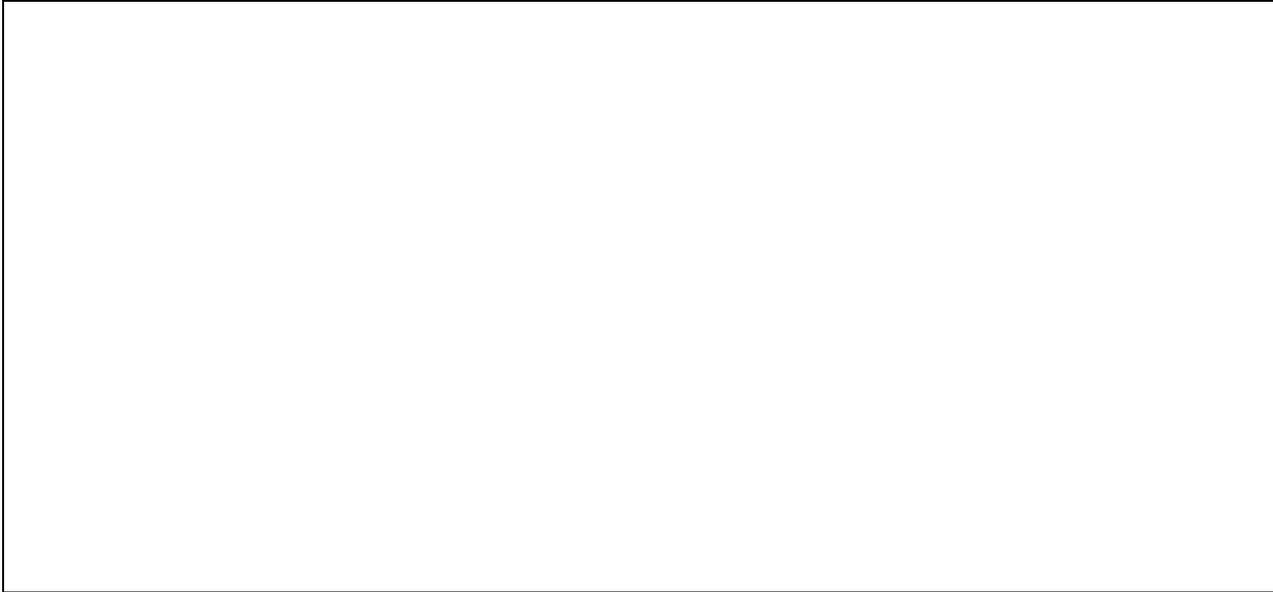
Name: _____

Address: _____

Phone: _____

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Adams Metropolitan Housing Authority

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

Sub-Appendix 3

Pet Policy Rules Violation Notice

Date: _____

Time:(If Delivered)_____AM/PM

To: _____

Name of Resident:_____

Street Address:_____

City, State, Zip Code:_____

Pet Name or Type:_____

This notice hereby informs you of the following pet rule violation:_____

Factual Basis for Determination of Violence:_____

As pet owner, you have ten(10)calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

James R. Bowman III, AMHA Executive Director

ATTACHMENT VIII

The Grievance Procedure

What it means and how an AMHA resident can use it.

Prepared by :
Adams Metropolitan Housing Authority
401 East Seventh Street
Manchester, OH 45144

Ph: 937-549-2648
Fax: 937-549-3653

Effective date: 10/1/2007

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Adams Metropolitan Housing Authority

Dear Resident:

We hope your life in your AMHA home is happy and comfortable. We also hope you will feel that the AMHA Management and Maintenance people are your friends with whom you can discuss all matters quite freely.

If, however, you find problems arise that are too serious and you cannot work them out with AMHA, you have the right to use the “Grievance Procedure” which is part of your lease. This handbook has been prepared to tell you how to proceed step by step and to give you an idea of the kinds of things that might form a basis for presenting your complaint. The illustrated method for presenting this claim is shown.

The staff at the AMHA office will try to answer your questions and will attempt to help you in every way possible. It is our hope, however, that we can work out any problems before you must resort to this procedure.

Very truly yours,

James R. Bowman
AMHA Executive Director

How to Apply the “Grievance Procedure” To your Problem

Reasons for Complaint

Has AMHA issued you an eviction notice you feel is unjust?

Has a charge been made on your account you feel is unfair?

Has your rent been raised without reason?

Has AMHA failed to answer promptly a request for maintenance service?

Has AMHA failed to help you with a problem or direct you to an agency that could help you?

Do you as a resident of AMHA feel that the Housing Authority has been unfair in its use of the laws, regulation, policies and procedures under which it operates?

These are some examples of an AMHA action or failure to act that could cause a dispute between you and the management. Some disputes could be based on the Lease you have signed with the Authority; Some disputes could be the result of a conflict of opinion over other situations that affect your rights, duties, welfare or status. Finally, have you discussed the matter thoroughly and still received no satisfaction? If so, you may now submit a written complaint.

Preparing and delivering a complaint

Write a letter to AMHA explaining why you are complaining and what you want AMHA to do about your complaint. Sign the letter and take it to the Management office of the Development in which you live within five days after the day of the cause of the complaint.

Keep one copy and give one to the Housing Manager who will date stamp it. Exhibit A is a sample letter of the complaint.

Someone else representing you can deliver the letter for you., but deliver it personally if you can. This will give you another chance to discuss your problem, informally, and settle it without a hearing.

AMHA's Answer

The written answer will be mailed or delivered to you about five days after your complaint is received by AMHA. It will be signed by your Manager or other AMHA Official and will tell you briefly what AMHA will do about your complaint, if you agree, and why they will do it that way.

The letter will also explain how to obtain a hearing before a selected Arbitrator. The following section of this handbook also explains this. Exhibit B is a sample answer.

Requesting a Hearing

If AMHA's proposal does not satisfy you, now is the time to submit a request for a hearing. You must make it in writing and deliver it to AMHA within five working days after the date of AMHA's answer to your letter. Exhibit C is a sample request. If you fail to make this written request within five days, you give up your chance for a hearing.

Before the Hearing is Held

You and an AMHA Official will meet to select an Arbitrator within ten working days after receipt of your letter requesting a hearing. The AMHA will have a list of possible arbitrators available for your selection. If you and the AMHA do not agree on the arbitrator, you may choose one member and the AMHA may choose one. These two persons will meet and select a third person. The Three members shall constitute an arbitrator group to hear the complaint.

You will receive a written notice from the Arbitrator as soon as the hearing has been set, at a date, time and place convenient to all parties. Exhibit D is a sample notice.

You may examine, and if you wish, copy at your expense all written material that may relate to your complaint. Any document you request that is not made available to you cannot be relied upon by AMHA as part of its presentation at the hearing.

If the complaint involves rent or other charges AMHA claims you owe, you will be asked to deposit the amount in a special account until the arbitrator decides whether you owe it. If you do not make this deposit, you will be giving up your right to a hearing. If you want typewritten copies made of all that is said at the hearing, you may (or the AMHA may) request it in advance; but if you make the request, you will have to pay for the cost of transcription and typing.

The Hearing

Only you, the other party to the case and the arbitrator will attend unless it is agreed by AMHA, complainant and the arbitrator to a public hearing. Then the arbitrator may limit the attendance. The hearing is informal and the evidence, whether spoken or written, will be accepted by the arbitrator and does not have to be in the form required to be acceptable under the rules of evidence used in formal court proceedings.

You, as the complainant, may request a copy of the proceeding, in advance, at your expense.

If you do not appear

If you do not appear at the hearing, the arbitrator can either postpone the hearing for five days (five working days) or rule that you have given up your right to a hearing.

At the Hearing

You as well as the other parties involved, will have a chance to explain your complaint to the Arbitrator. You may, if you wish, be represented by legal counsel or another personal that you select. You must present a case for yourself strong enough to establish the fact that you are in the right so that it is then up to AMHA to justify the action or inaction as stated when the Housing Authority answered your written complaint.

You may present evidence such as rent receipts, cancelled checks, notarized statements, paycheck stubs, letters or other documents. You may explain your point of view, both about your evidence and complaint, and about evidence relied on by other party you may feel is questionable.

You may ask questions of your witnesses as well as those for the other party. AMHA representative may also question you and your witnesses

Decision of the Arbitrator

In deciding the matter, the arbitrator will consider only the facts presented at the Hearing and the laws and regulations that apply.

You will receive a copy of the decision including the reasons for it and a statement of finding and conclusions. This will be mailed or delivered to you within a short time after the hearing. AMHA will then do as the arbitrator decides it should; unless some law or regulation prohibits such action or AMHA Board determines that the arbitrator exceeded his authority and AMHA cannot legally or morally comply with such a decision. You will hear from AMHA within thirty days if the Board makes this determination.

DEFINITIONS:

So that we will all mean the same thing by the same word, we have explained some words and titles used in the Grievance Procedure.

AMHA- Adams Metropolitan Housing Authority, located at 401 East Seventh Street, Manchester, OH 45144. Phone number 937-549-2648. Operates and manages the home or apartment in which you live.

AMHA Board- Five non-salaried citizens of the Adams County Area who establish policy for the Authority. Appointments to the Board are made by Probate or Common Pleas Courts, County Commissioners and the Mayor of Manchester.

AMHA Management Office- The office in the development or management office to which you pay your rent.

AMHA Official- Your housing manager, the Board Members, the Director and his staff can be called "Officials".

Complainant- Any resident who feels that he is not getting results from a complaint made to AMHA office about something that upsets his entire family or causes a hardship in some way and files a "grievance" or "complaint" about it with AMHA.

Complaint or Grievance- Your lease with AMHA gives you certain rights and responsibilities as a resident and does the same for AMHA as your landlord. Also, AMHA has some regulations that both follow, as well as policies and procedures to provide better management for AMHA and better living conditions for residents, each to the advantage of the other. A "grievance" or "complaint" can result from a strong difference of opinion or dispute over action AMHA takes or does not take. Whatever the dispute involves, it must relate to the Lease Requirements, or AMHA regulations, policies or procedures and not to situations completely unrelated to any of these.

Controvert Evidence-Evidence that is debatable; that against which you can not argue.

Cross Examine-After AMHA has examined its own witnesses, you may examine them. AMHA may also cross-examine your witnesses.

Dispute- You questions the right of AMHA's action or lack of action and oppose or resist it.

Documents, Records- Copies of any written materials, such as letters, contracts, leases, statements, etc.

Escrow Account- You must pay any amount of money in question. It will be held in a special account until the arbitrator decides to whom it is due, you or AMHA.

Evidence- Materials or statements that prove you are right or make evident or plan your case.

Grievance- See “Complaint”

Arbitrator- A person capable of rendering an unbiased, impartial and judicious decision. A person with no relation to AMHA or the complainant.

Prima Facie Case- You must present evidence adequate to establish that your case is well founded or strong enough to raise a question as to AMHA’s case unless your evidence is proved to be false or wrong.

Transcript- A typewritten copy of a recorder’s notes taken during the hearing.

Waive- You give up your right to, or you refrain from taking advantage of your right to, in this case, a hearing.

Exhibit A
Resident's Written Complaint

Your Name
Address
Date

Your Housing Manager
Development Name
Address

Dear (*Manager's Name*):

I wish to register a formal complaint against the Adams Metropolitan Housing Authority in regard to the

Issued to me on (*month, day, year*).

I feel this is unjust and am requesting the right to remain as a resident of this unit.

Your Signature

Exhibit B

AMHA's answer to resident's written complaint

ADAMS METROPOLITAN HOUSING AUTHORITY

*Your Name**Address*RE: Grievance or Complaint of *(date)*Dear *(Your Name)*:

This is an answer to your letter *(date of your letter)*, regarding your Lease Termination. As was outlined to you in the conference held prior to terminating your Lease, we have received numerous complaints from your neighbors about the loud parties taking place almost every evening in your apartment causing them considerable inconvenience in loss of sleep.

You have been requested on several occasions to respect the rights of your neighbors and to ask your guests to keep down the noise. However, the complaints have continued to come to my office daily. I call your attention to Section ___ of your lease which outlines the reasons for termination, one of which is "serious or repeated interference with the rights of other residents". You have the right to request a formal hearing before the Grievance Arbitrator. This request must be made in writing within five days after you receive this letter.

Director's Signature

Exhibit C

Resident's Request for a Hearing

Your Name

Address

Date

Your Housing Manager

Development Name

Address

RE: Complaint dated (*date of complaint*)

Dear Sir:

I hereby request a hearing before the Grievance Arbitrator concerning my grievance or complaint. Please advise me of the time, date and place of the hearing.

Briefly stated, my grievance or complaint is:

(Here give short account of your complaint).

Your Signature

Exhibit DNotice of Hearing From the Hearing Arbitrator
Notice of Hearing

RE: Grievance or Complaint of *(Date)*

Dear *(Your Name)*:

The Grievance Hearing Arbitrator has received your request for a hearing in connection with grievance or complaint you submitted. This hearing will be held on _____ *Day* _____, _____ *Month* _____, _____ *Year* _____, at _____ o'clock, _____ m., at _____ location _____.

At the hearing, you will have the right to appear and speak in your own behalf. You may offer any testimony, evidence or witnesses that you want to. You also have the right to be represented by a lawyer.

Please be present. Be assured that the Hearing Arbitrator will impartially consider this matter. If you have any questions, please call me at _____ *(phone number)* _____.

Yours truly,

Hearing Arbitrator

ATTACHMENT IX

Date: _____

I _____ understand that by signing this form that I am certifying that I have received a copy of the following:

- ❖ New Tenant Questionnaire
- ❖ Household Standards
- ❖ Guest Policy
- ❖ Extermination Policy
- ❖ Pet Policy
- ❖ Grievance Procedure
- ❖ Lease
- ❖ Community Service Requirements
- ❖ Move-In Inspection Form
- ❖ Attachment 1 thru 9

Tenants Signature _____ Date _____

Project Manager _____ Date _____

Attachment X

See: Inspection Report

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

PHA Name: Adams Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No. OH10P04650107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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- Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds				
2	1406 Operations	\$30,000.00			
3	1408 Management Improvements				
4	1410 Administration	\$40,000.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$6,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$229,000.00			
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 Cost				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2-20)	\$305,000.00	\$0.00	\$0.00	\$0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Compliance				
24	Amount of line 21 Related to Security -- Soft Costs				
25	Amount of line 21 Related to Security -- Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name:		Grant Type and Number			Federal FY of Grant:			
Adams Metropolitan Housing Authority		Capital Fund Program Grant No OH10P04650107 Replacement Housing Factor Grant No:			2008			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide 046-006	Operations	1406		\$30,000.00				
	Administrative Salaries	1410		\$40,000.00				
	Architect	1430		\$6,000.00				
	Replace Floors and supports	1460	4	\$170,000.00				
	Replace Heat pumps	1460	4	\$15,000.00				
	Replace Windows	1460	4	\$20,000.00				
	Replace Kitchens	1460	4	\$24,000.00				
TOTALS				\$305,000.00	\$0.00	\$0.00	\$0.00	

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

PHA Name: Adams Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No.: OH10P04650107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	09/30/08			09/30/09			
046-006	09/30/08			09/30/09			

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name: Adams Metropolitan Housing Authority						<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No: ____
Development Number/Name/HA-Wide	Year 1 2008	Work Statement for Year 2 FFY Grant: 2009 PHA FY:	Work Statement for Year 3 FFY Grant: 2010 PHA FY:	Work Statement for Year 4 FFY Grant: 2011 PHA FY:	Work Statement for Year 5 FFY Grant: 2012 PHA FY:	
HA-Wide	Annual Statement	\$52,000	\$76,000	\$82,000	\$212,000	
Foothills OH046-001		\$0	\$40,000	\$0	\$65,000	
Shady Meadows OH046-001		\$0	\$0	\$0	\$80,000	
OH046-006		\$204,400	\$224,400	\$183,000		
OH046-007		\$25,000	\$90,000	\$0	\$75,000	
OH046-008		\$0	\$0	\$105,000	\$15,000	
CFP Funds Listed for 5-year planning		\$281,400	\$430,400	\$370,000	\$447,000	
Replacement Housing						
Factor Funds		\$0	\$0	\$0	\$0	

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages---Work Activities

Activities for Year 1 2008	Activities for Year 2 FFY Grant: 2009 PHA FY:			Activities for Year 3 FFY Grant: 2010 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	HA-Wide Physical Improvements	Operations Administration Fees and Costs	\$40,000 \$12,000	HA-Wide Physical Improvements	Operations Administration Fees and Costs Upgrade Computers & Software	\$40,000 \$6,000 \$30,000
	Foothills OH046-001			Foothills OH046-001	Replace Entrance Doors	\$40,000
	Shady Meadows OH046-001			Shady Meadows OH046-001		
	OH046-006	Replace floors & supports (4 units) Replace Heat Pumps (4 Units) Replace Windows (4 units) Replace Kitchens (4 units)	\$154,400 \$15,000 \$15,000 \$20,000	OH046-006	Replace floors & supports (4 units) Replace Heat Pumps (4 Units) Replace Windows (4 units) Replace Kitchens (4 units)	\$174,400 \$15,000 \$15,000 \$20,000
	OH046-007	Replace Electrical panels	\$25,000	OH046-007	Kitchen & Bath renovations	\$90,000
	OH046-008			OH046-008		
	Subtotal of Estimated Cost		\$281,400	Subtotal of Estimated Cost		\$430,400

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages---Work Activities

Activities for Year 1 2008	Activities for Year 4 FFY Grant: 2011 PHA FY:			Activities for Year 5 FFY Grant: 2012 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	HA-Wide Physical Improvements	Operations Administration Fees and Costs Replace Vehicle	\$40,000 \$12,000 \$30,000	HA-Wide Physical Improvements	Operations Administration Fees and Costs Peebles Area Maintenance Building Upgrade Computers & Software	\$30,000 \$40,000 \$12,000 \$100,000 \$30,000
	Foothills OH046-001			Foothills OH046-001 Foothills OH046-001	Video Monitoring Replace sidewalk/regrade bld. 7	\$25,000 \$40,000
	Shady Meadows OH046-001			Shady Meadows OH046-001 Shady Meadows OH046-001	Video Monitoring Replace Siding	\$25,000 \$55,000
	OH046-006	Replace floors & supports (3 units) Replace Heat Pumps (3 Units) Replace Windows (3 units) Replace Kitchens (3 units)	\$145,500 \$11,250 \$11,250 \$15,000	OH046-006		
	OH046-007			OH046-007	Replace Heat Pumps (25 Units)	\$75,000
	OH046-008	Kitchen & Bath renovations	\$105,000	OH046-008	Replace Storm Doors (25 X 2= 50)	\$15,000
	Subtotal of Estimated Cost		\$370,000	Subtotal of Estimated Cost		\$447,000

Actual Modernization Cost Certificate

U.S. Dep
and Urban
Office of P

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

Public Reporting burden for this collection of information is estimated to average 2 data sources, gathering and maintaining the data needed, and completing and reviewing any other aspect of this collection of information, including suggestions for reducing the burden, send comments to Washington, DC 20503-0044, Office of Information Technology, U.S. Department of Housing and Urban Development, and a person is not required to respond to, a collection of information unless it displays a unique identification number. Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information which will be used by HUD to determine whether the modernization grant is ready to be audited at fiscal close out. Responses to the collection are required by regulation. The information is not to be used for any other purpose.

HA Name:

Adams Metropolitan Housing Authority

The HA hereby certifies to the Department of Housing and Urban Development that:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") is:

A. Original Funds Approved

B. Funds Disbursed

C. Funds Expended (Actual Modernization Cost)

D. Amount to be Recaptured (A-C)

E. Excess of Funds Disbursed (B-C)

-
2. That all modernization work in connection with the Modernization Grant ha
 3. That the entire Actual Modernization Cost or liabilities therefor incurred by
 4. That there are no undischarged mechanics', laborers', contractors', or mat work on file in any public office where the same should be filed in order to
 5. That the time in which such liens could be filed has expired.

I hereby certify that all the information stated herein, as well as any info
Warning: HUD will prosecute false claims and statements. Conviction may result in crim
Signature of Executive Director & Date:

X

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator)

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official)

X

Approved: (Director, Office of Public Housing / ONAP Administrator)

X

**Department of Housing
Urban Development
Public and Indian Housing**

OMB No. 2577-0044 (exp. 4/30/2004)

OMB No. 2577-0157 (exp. 12/31/99)

hours per response, including the time for reviewing instructions, searching existing data sources, gathering the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044), Washington, D.C. 20410-3600. This agency may not conduct or sponsor a collection of information unless that collection displays a currently valid OMB control number.

Information to enable HUD to initiate the fiscal closeout process. The information is essential for audit verification and is not to be disseminated outside HUD. The information requested does not lend itself to confidentiality.

Modernization Project Number:	OH10P04650107
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Information as follows:

Modernization Cost") of the Modernization Grant, is as shown below:

	\$0.00

\$0.00

is been completed;

the HA have been fully paid;

erial-mens' liens against such modernization
be valid against such modernization work; and

rmation provided in the accompaniment herewith, is true and accurate
inal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

	Date:
	Date:
	Date:

Existing
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SECTION 8
HOUSING
CHOICE
VOUCHER
ADMINISTRATIVE
PLAN

Adams Metropolitan Housing Authority

Adams Metropolitan Housing Authority
Adopted by Commission:
Effective: