

PHA Plans
Streamlined Annual
Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

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

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

Streamlined Annual PHA Plan
for Fiscal Year: 2008
PHA Name: Grundy County Housing
Authority

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Grundy County Housing Authority PHA Number: IL027

PHA Fiscal Year Beginning: (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: **95**
Number of S8 units:

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

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

PHA Plan Contact Information:

Name: **Brent Newman** Phone: **815-942-6198**
TDD: Email (if available): **bnewman@gcha.us**

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

If yes, select all that apply:

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

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

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

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

Table of Contents
[24 CFR 903.7(r)]

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

A. PHA PLAN COMPONENTS

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

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

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

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

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

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

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

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

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

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

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. **WE DO NOT HAVE SITE-BASED WAITING LISTS**

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

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

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component. **WE DO NOT PLAN TO HAVE SITE-BASED WAITING LISTS THIS YEAR**

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

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

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

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

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

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

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

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

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

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

4. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

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

WE DO NOT HAVE A SECTION 8 PROGRAM

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

2. Program Description:

a. Size of Program

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

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

b. PHA-established eligibility criteria

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

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

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

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

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

4. Use of the Project-Based Voucher Program

WE DO NOT HAVE A SECTION 8 PROGRAM

Intent to Use Project-Based Assistance

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

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

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

1. Consolidated Plan jurisdiction: (provide name here) **State of Illinois**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
 - Other: (list below)

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

While the Grundy County Housing Authority is not scheduled to receive financial support from the State CDBG program, we are free to compete if we desire to do so.

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
XX	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
XX	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
XX	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
XX	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
XX	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
XX	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
XX	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
XX	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
XX	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
XX	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
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
XX	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
XX	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
XX	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

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

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	70,178			
3	1408 Management Improvements	20,000			
4	1410 Administration	10,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	100,178			
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				

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	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: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		\$70,178.00				
HA-Wide	Management Improvements	1408		\$20,000.00				
HA-Wide	Administration	1410		\$10,000.00				

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

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

PHA Name: Grundy County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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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	15,000.00		15,000.00	15,000.00
3	1408 Management Improvements	10,000.00		10,000.00	10,000.00
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	25,510.00		25,510.00	25,510.00
10	1460 Dwelling Structures	51,774.00		51,744.00	51,744.00
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	4,000.00		4,000.00	4,000.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				

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

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

PHA Name: Grundy County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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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
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	106,284.00		106,284.00	106,284.00
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				

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

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

PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA Wide	Operations							100%
	P H Operations Expenses;	1406	Lump Sum	15,000.00	\$32,269.00	\$32,269.00	\$32,369.00	
	Subtotal Acct 1406			15,000.00	\$32,369.00	\$32,369.00	\$32,369.00	
HA Wide	Management Improvements							100%
	Staff Training;	1408	Lump Sum	10,000	10,000.00	10,000.00	10,000.00	
	Subtotal Acct 1408			10,000	10,000.00	10,000.00	10,000.00	
	Site Improvements	1450						100%
IL-027-1	Community Room and Lobby Renovation		Lump Sum	\$25,510.00	25,510.00	25,510.00	25,510.00	
	Parking Lot Paving		Lump Sum	0	21,285.00	21,285.00	21,285.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Replace HVAC Unit		Lump Sum	0	\$2,296.00	\$2,296.00	\$2,296.00	
	Storage Shed		Lump Sum	0	\$2,726.00	2,726.00	2,726.00	
	Subtotal Acct 1410			\$25,510.00	51,817.00	51,817.00	51,817.00	
IL027-1	Dwelling Structures							100%
	Emergency Doors and Frames	1460	Lump Sum	5,000.00	5,800.00	5,800.00	5,800.00	
	Repair Emergency Pressure Pump		Lump Sum	400.00	400.00	400.00	400.00	
	Subtotal Acct 1460				6,200.00	6,200.00	6,200.00	
IL027-1	<u>Non-Dwelling Equipment</u>	1475	Lump Sum	4,000	5,898.00	5,898.00	5,898.00	100%
	Handicap Accessible Furniture			4,000	5,898.00	5,898.00	5,898.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Grand Total				106,284.00	106,284.00	106,284.00	106,284.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program No: IL06P02750104 Replacement Housing Factor No:				Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
IL027-1 Operations	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL027-1 Management Improvement	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL-027-1 Site Improvements	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL027-1 Dwelling Structures	03/31/06	03/31/06	03/31/06				
IL027-1 Non-Dwelling Equipment	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	

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

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

PHA Name: Grundy County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 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	\$87,867.00		\$87,867.00	\$87,867.00
3	1408 Management Improvements	\$10,000.00		\$10,000.00	\$10,000.00
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$97,867.00		\$97,867.00	\$97,867.00
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA Wide	Operations							100%
	Insurance, Excess Utility Costs	1406	LS	87,867.00		87,867.00	87,867.00	
	Subtotal Acct 1406			87,867.00		87,867.00	87,867.00	
HA Wide	Management Improvements	1408	LS	10,000.00		10,000.00	10,000.00	100%
	Staff Training							
	Subtotal 1408			10,000.00		10,000.00	10,000.00	
	Grand Total			97,867.00		97,867.00	97,867.00	100%

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program No: IL06P02750106 Replacement Housing Factor No:				Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
IL027-1 Operations	09/30/08		03/31/08	09/30/10		03/31/08	

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name Grundy County Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2008 PHA FY: 2009	Work Statement for Year 3 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2010 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2011 PHA FY: 2012
	Annual Statement				
HA-Wide		95,059	95,059	95,059	95,059
CFP Funds Listed for 5-year planning		95,059	95,059	95,059	95,059
Replacement Housing Factor Funds					

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

Activities for Year : <u>4</u> FFY Grant: 2010 PHA FY: 2011			Activities for Year: <u>5</u> FFY Grant: 2011 PHA FY: 2012		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA-Wide	1406	85,059	HA-Wide	1406	85,059
HA-Wide	1408	10,000	HA-Wide	1408	10,000
Total CFP Estimated Cost		95,059			95,059

Violence Against Women Act Report

The Grundy County Housing Authority provides or offers the following activities, services, or programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

As a Housing Authority with no general occupancy units, the problem is not as acute here as it may be elsewhere. However, if such a problem occurs, we have excellent working relationship with the Grundy County Health Department and the Grundy County State's Attorney Office.

The Grundy County Housing Authority provides or offers the following activities, services, or programs that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.

As a Housing Authority with no general occupancy units, the problem is not as acute here as it may be elsewhere. We do not have a preference for victims of domestic violence.

The Grundy County Housing Authority provides or offers the following activities, services, or programs to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

As a Housing Authority with no general occupancy units, the problem is not as acute here as it may be elsewhere. However, if such a problem occurs, we have excellent working relationship with the Grundy County Health Department and the Grundy County State's Attorney Office.

TABLE OF CONTENTS
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
(ACOP)
GRUNDY COUNTY HOUSING AUTHORITY

1.0	FAIR HOUSING	1
2.0	REASONABLE ACCOMMODATION	1
2.1	COMMUNICATION	2
2.2	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION	2
3.0	SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS	4
4.0	FAMILY OUTREACH	4
5.0	RIGHT TO PRIVACY	5
6.0	REQUIRED POSTINGS	5
7.0	TAKING APPLICATIONS	6
8.0	ELIGIBILITY FOR ADMISSION	7
8.1	INTRODUCTION	7
8.2	ELIGIBILITY CRITERIA	7
8.3	SUITABILITY	11
8.4	GROUNDINGS FOR DENIAL	13
8.5	INFORMAL REVIEW	16
9.0	MANAGING THE WAITING LIST	17
9.1	OPENING AND CLOSING THE WAITING LIST	17
9.2	ORGANIZATION OF THE WAITING LIST	17
9.3	FAMILIES NEARING THE TOP OF THE WAITING LIST.....	18
9.4	PURGING THE WAITING LIST.....	18
9.5	REMOVAL OF APPLICANTS FROM THE WAITING LIST	18
9.6	MISSED APPOINTMENTS	18
9.7	NOTIFICATION OF NEGATIVE ACTIONS	19
10.0	TENANT SELECTION AND ASSIGNMENT PLAN	19
10.1	PREFERENCES	19
10.1.1	FEDERALLY DECLARED DISASTERS.....	20
10.2	ASSIGNMENT OF BEDROOM SIZES	20
10.3	SELECTION FROM THE WAITING LIST	22
10.4	DECONCENTRATION POLICY	22

10.5	OFFER OF A UNIT	22
10.6	REJECTION OF UNIT	23
10.7	ACCEPTANCE OF UNIT	23
11.0	INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME.....	24
11.1	INCOME	24
11.2	ANNUAL INCOME	28
11.3	DEDUCTIONS FROM ANNUAL INCOME	33
11.4	RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME ...	34
11.5	COOPERATING WITH WELFARE AGENCIES	34
12.0	VERIFICATION	35
12.1	ACCEPTABLE METHODS OF VERIFICATION.....	36
12.2	TYPES OF VERIFICATION	39
12.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	41
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS	42
12.5	TIMING OF VERIFICATION	43
12.6	FREQUENCY OF OBTAINING VERIFICATION.....	43
13.0	DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT ..	44
13.1	FAMILY CHOICE.....	44
13.2	THE INCOME METHOD	45
13.3	MINIMUM RENT	45
13.4	THE FLAT RENT.....	46
13.5	RENT FOR FAMILIES UNDER THE NONCITIZEN RULE	47
13.6	UTILITY ALLOWANCE.....	47
13.7	PAYING RENT	48
14.0	COMMUNITY SERVICE.....	49
14.1	GENERAL	49
14.2	EXEMPTIONS.....	50
14.3	NOTIFICATION OF THE REQUIREMENT	51
14.4	VOLUNTEER OPPORTUNITIES	51
14.5	THE PROCESS.....	52
14.6	NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT.....	52
14.7	OPPORTUNITY FOR CURE.....	53
14.8	PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES	53
15.0	RECERTIFICATIONS.....	53
15.1	GENERAL	53
15.2	MISSED APPOINTMENTS.....	54
15.3	FLAT RENTS	54
15.4	THE INCOME METHOD	55
15.5	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS	56
15.6	INTERIM REEXAMINATIONS	56

15.7	SPECIAL REEXAMINATIONS	57
15.8	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS	58
15.9	HOUSING AUTHORITY MISTAKES IN CALCULATING RENT	58
16.0	UNIT TRANSFERS	58
16.1	OBJECTIVES OF THE TRANSFER POLICY.....	58
16.2	CATEGORIES OF TRANSFERS	59
16.3	DOCUMENTATION.....	59
16.4	PROCESSING TRANSFERS.....	59
16.6	COST OF THE FAMILY'S MOVE.....	60
16.7	TENANTS IN GOOD STANDING	61
16.8	TRANSFER REQUESTS	61
16.9	RIGHT OF THE GRUNDY COUNTY HOUSING AUTHORITY IN TRANSFER POLICY.....	61
17.0	INSPECTIONS	62
17.1	MOVE-IN INSPECTIONS	62
17.2	ANNUAL INSPECTIONS	62
17.3	PREVENTATIVE MAINTENANCE INSPECTIONS	62
17.4	SPECIAL INSPECTIONS	63
17.5	HOUSEKEEPING INSPECTIONS	63
17.6	NOTICE OF INSPECTION.....	63
17.7	EMERGENCY INSPECTIONS	63
17.8	PRE-MOVE-OUT INSPECTIONS	64
17.9	MOVE-OUT INSPECTIONS	64
18.0	PET POLICY.....	64
18.1	EXCLUSIONS	64
18.2	PETS IN PUBLIC HOUSING	64
18.3	APPROVAL.....	64
18.4	TYPES AND NUMBER OF PETS	65
18.5	INOCULATIONS	65
18.6	PET DEPOSIT	65
18.7	FINANCIAL OBLIGATION OF RESIDENTS	66
18.8	NUISANCE OR THREAT TO HEALTH OR SAFETY	66
18.9	DESIGNATION OF PET AREAS	66
18.10	MISCELLANEOUS RULES.....	66
18.11	VISITING PETS	67
18.12	REMOVAL OF PETS.....	67
19.0	REPAYMENT AGREEMENTS.....	68
20.0	TERMINATION.....	68
20.1	TERMINATION BY TENANT.....	68
20.2	TERMINATION BY THE HOUSING AUTHORITY	68

20.2A	VAWA PROTECTIONS	71
20.2B	VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING	72
20.2C	CONFIDENTIALITY.....	73
20.4	ABANDONMENT.....	74
20.5	RETURN OF SECURITY DEPOSIT	75
21.0	SUPPORT FOR OUR ARMED FORCES.....	75
22.0	ANTI-FRAUD POLICY	76
	GLOSSARY.....	77
	ACRONYMS.....	91

ADMISSIONS AND CONTINUED OCCUPANCY POLICY GRUNDY COUNTY HOUSING AUTHORITY

This Admissions and Continued Occupancy Policy defines the Grundy County Housing Authority's policies for the operation of 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 Grundy County 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. The Grundy County Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

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 Grundy County Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Grundy County 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 Grundy County Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Grundy County Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Grundy County 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 ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Grundy County 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 Grundy County Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Grundy County 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, an 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 Grundy County Housing Authority will obtain verification that the person requesting the accommodation 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 Grundy County Housing Authority will obtain documentation that the requested accommodation is needed due to the

disability. The Grundy County 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 Grundy County Housing Authority's business is housing. If the request would alter the fundamental business that the Grundy County Housing Authority conducts, that would not be reasonable. For instance, the Grundy County Housing Authority would deny a request to have the Grundy County Housing Authority do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Grundy County 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 he or she needs; however, the Grundy County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Grundy County Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Grundy County Housing Authority's programs and services, the Grundy County 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 Grundy County Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Grundy County 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 Grundy County 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 LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS

The Grundy County Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Grundy County Housing Authority shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the Grundy County Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Grundy County Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Grundy County Housing Authority shall utilize multilingual “I speak” cards to the maximum degree possible.”

4.0 FAMILY OUTREACH

The Grundy County 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 Grundy County 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 Grundy County Housing Authority will also try to utilize public service announcements.

The Grundy County 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.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to annually 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 Grundy County 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 Grundy County 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:

**Grundy County Housing Authority
Saratoga Tower
1700 Newton Place
Morris, Illinois 60450**

Applications are taken to compile a waiting list. Due to the demand for housing in the Grundy County Housing Authority jurisdiction, the Grundy County 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 Grundy County Housing Authority will verify the information.

Applications may be made in person on **Monday through Friday between the hours of 9:00AM and 2:00PM**. Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Grundy County Housing Authority to make special arrangements.

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 (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, the Grundy County Housing Authority will make a preliminary determination of eligibility. The Grundy County Housing Authority will notify an apparently eligible 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 Grundy County 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 Grundy County Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be made 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 Grundy County Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 90 calendar days old) 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 Grundy County Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

- A. Family Status - All families must have a Head of Household or Co-Heads of Household
 - 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.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

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, 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. If the property has Low Income Housing Tax Credits on it, a lower income cap will apply.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. 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 Grundy County Housing Authority.
4. If the Grundy County 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 residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The Grundy County Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
7. If there are no eligible families on the waiting list and the Grundy County Housing Authority has published a 30 calendar 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 for public housing each member of the family must be a citizen, national, or a non-citizen 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)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless at least one 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 non-citizen 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. Adults must certify for minors.

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 Grundy County 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;

- b. A provision authorizing HUD or the Grundy County Housing Authority to verify with previous or current employers or other sources of 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;
- d. A statement allowing the Grundy County Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
- e. 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 compliance with the public housing lease. The Grundy County 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, Grundy County 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 Grundy County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent and any utility payments;
 - 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;

4. History of disturbing neighbors or destruction of property;
5. 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
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Grundy County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Grundy County 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, co-head, and any other adult family members;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. 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 Grundy County 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). This criminal background check will proceed after each adult household member has signed a consent form designed by the Grundy County Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Grundy County Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Grundy County Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

4. A home visit. The home visit provides the opportunity for the family to

demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. The Grundy County Housing Authority will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

8.4 GROUND FOR DENIAL

The Grundy County Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- 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;

For the purpose of this Policy, if any member of the applicant family has been arrested at least **two** times within the prior **five (5)** year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

Being a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 20.2B of the ACOP, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

- 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 federally assisted housing within the past five years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, the Grundy County Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Grundy County Housing Authority; or
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current);
 - L. The Grundy County Housing Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - M. The Grundy County Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may

threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, Grundy County Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any Grundy County Housing Authority staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

The Grundy County Housing Authority reserves the right to evict entire public housing households whenever any member of the household, or any household guest, engages in drug-related or certain other criminal activity.

The Grundy County Housing Authority will consider a wide range of factors in deciding whether, and whom, to evict as a consequence of such a lease violation. The Grundy County Housing Authority will consider, among many other things, the seriousness of the violation, the effect that eviction of the entire household would have on household members not involved in the criminal activity, and the willingness of the head of household to remove the wrongdoing household member from the lease as a condition for continued occupancy.

(This authority is based on the March 26, 2002 decision of the Supreme Court in *HUD v. Rucker*. The Court unanimously affirmed the right of public housing authorities, under a statutorily-required lease clause, to evict entire public housing households whenever any member of the household, or any household guest engages in drug-related or certain other criminal activity.)

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by

a household member who is no longer engaging in such abuse, the Grundy County Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program;
or
3. Has otherwise been successfully rehabilitated.

For this purpose, Grundy County Housing Authority will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Before the Grundy County Housing Authority denies admission to the Grundy County Housing Authority's public housing program on the basis of a criminal record, the Grundy County Housing Authority must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If the Grundy County Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

8.5 *INFORMAL REVIEW*

- A. If the Grundy County Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Grundy County 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 in writing an informal review of the decision within 10 business days of the denial. The Grundy County Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Grundy County 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 Grundy County Housing Authority's decision. The Grundy County 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 applicant may request that the Grundy County 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 applicant within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Hearing Process above will be utilized with the exception that the applicant will have up to 30 calendar 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 contact between the Grundy County 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 nearing the top of the waiting list, 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 Grundy County 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 Grundy County 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 Grundy County 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 Grundy County 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;
- C. The applicant does not meet either the eligibility or suitability criteria for the program;
- D. The applicant declines a unit offer either in writing or orally; or
- E. The applicant is housed.

Applicants will be offered the right to an informal review before being removed from the waiting list.

9.6 MISSED APPOINTMENTS

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

The Grundy County 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 Grundy County Housing Authority will work closely with the family to find a more suitable time.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Grundy County Housing Authority, in writing, that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request in writing 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 Grundy County 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 Grundy County Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will 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 Grundy County Housing Authority will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

A. Applicants who live in the jurisdiction of the Grundy County Housing Authority (Grundy County).

B. All other applicants

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.

Near elderly families (a family whose head or spouse (or sole member) is at least 50 years of age, but below the age of 62 years) shall have preference for admission over other single persons.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B.

Buildings Designed for the Elderly and Disabled (Mixed Population Developments):

Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such 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 who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list 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, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

10.1.1 FEDERALLY DECLARED DISASTERS

In the case of a federally declared disaster, the Grundy County Housing Authority reserves the right for its Executive Director to suspend its preference system whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

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
1	1	2
2	2	4

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Grundy County 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 currently under a 50% or more joint custody decree, 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.
- B. Children of the opposite sex, both under the age of six (6), will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. 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 Grundy County 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 for three (3) years) or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The Grundy County Housing Authority will allow the larger size unit if the family provides a verified medical or disability related 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 calendar 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.
- E. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

10.3 SELECTION FROM THE WAITING LIST

The Grundy County 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 ensure 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

The Grundy County Housing Authority is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, the Grundy County Housing Authority will affirmatively market its housing to all eligible income groups.

10.5 OFFER OF A UNIT

When the Grundy County 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 income targeting goal.

The Grundy County 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 offered the opportunity to view the unit. If the family rejects the offer of the unit, the Grundy County Housing Authority will send the family a letter documenting the offer and the rejection. The Grundy County Housing Authority will strive to turn over all apartments in twenty (20) calendar days or less.

10.6 REJECTION OF UNIT

If in making the offer to the family the Grundy County Housing Authority skipped over other families on the waiting list in order to meet their income targeting goal 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 Grundy County Housing Authority did not skip over other families on the waiting list to reach this family, 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 child care (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.

10.7 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 orientation shall include the resident's rights and responsibilities under the Violence Against Women Act.

The applicant will be provided a copy of the lease, utility allowances, the current schedule of routine maintenance charges, a Tenant Handbook 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 Grundy County Housing Authority will retain the original executed lease in the tenant's file.

The family will pay a security deposit at the time of lease signing. The security deposit will be **\$150.00. For smokers, there shall be an additional non refundable fee of \$150 to cover the additional expense to the Grundy County Housing Authority of cleaning and preparing the unit for reoccupancy. In order to avoid controversy over the return of the security deposit, the Grundy County Housing Authority shall videotape the head of household inspecting the unit prior to move-in for the purpose of determining pre-existing damage to the unit.**

In exceptional situations, the Grundy County Housing Authority reserves the right to allow a new resident to pay their security deposit in payments with the approval of the Executive Director. 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.

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, AND DEDUCTIONS FROM INCOME

To determine annual income, the Grundy County Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Grundy County 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.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Grundy County Housing Authority believes that past income is the best available indicator of expected future income, the Grundy County Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- 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. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- 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. Welfare assistance payments
 - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
 - b. 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:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. 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. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Grundy County Housing Authority by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Grundy County Housing Authority, the welfare agency will inform the Grundy County Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Grundy County Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Grundy County Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the Grundy County Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Grundy County Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Grundy County Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Grundy County Housing Authority denies the family's request to modify such amount, then the Grundy County Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Grundy County Housing Authority's determination of the amount of imputed welfare income. The Grundy County Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

- a. The Grundy County Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Grundy County Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - b. The Grundy County Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the Grundy County Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 - c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Grundy County Housing Authority shall rely on the welfare agency notice to the Grundy County Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- 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 amounts specified in the federal regulations currently found in 24 CFR 5.609:

- 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 unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- 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, childcare, 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, resident initiatives coordination, and serving as a member of the Grundy County Housing Authority governing board. 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. The incremental earnings due to employment during a cumulative 12-month period following date of the initial 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 economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is

limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

(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.)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. 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
14. 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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act

shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.
- u. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.

The Grundy County 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. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this

allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Housing Manager shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Grundy County Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Grundy County Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The Grundy County Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Grundy County Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Grundy County Housing Authority will comply, on a case-by case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Grundy County Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the Grundy County Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Grundy County Housing Authority’s official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency’s official duties.

12.0 VERIFICATION

The Grundy County 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 non-citizen 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, 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.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV) – HUD’s online wage and benefit system that allows PHAs to verify tenant-reported income from an independent source in computerized form.**
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

It is important to note that UIV data will only be used to verify a resident’s eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information.

Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until the Grundy County Housing Authority has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Grundy County Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Grundy County Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

The Grundy County Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

2. Third –Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third party verification was not used.

The Grundy County Housing Authority will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Grundy County Housing Authority will allow five (5) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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.

When any verification method other than Up-Front Income Verification is utilized, the Grundy County Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's 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 Grundy County 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 or a third party document stating the Social Security Number
Adult Status of the Head of Household		Valid drivers license, identification card issued by a government agency, or a birth certificate
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 and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare 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,	Bills, receipts, records of payment, dates of trips,

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	medical professional's letter stating assistance or a companion animal is needed	mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
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 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 held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole 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

Prior to being admitted or at the first reexamination, all eligible non-citizens 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 non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Grundy County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Grundy County Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Grundy County 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 non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible 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 Grundy County Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens 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 Grundy County 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 Grundy County 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) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar 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) calendar 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

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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 non-citizen 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 income 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. Their family composition must still be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income 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 childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Grundy County will provide them with the following information whenever they have to make rent decisions:
 - 1. The Grundy County Housing Authority's policies on switching types of rent in case of a financial hardship; and

- 2 The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Grundy County Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Grundy County Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those 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 those 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 this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of **\$50.00**.

13.3 MINIMUM RENT

The Grundy County Housing Authority has set the minimum rent at **\$50.00**. If the family requests a hardship exemption, however, the Grundy County Housing Authority will suspend the minimum rent beginning the month following the family's request 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, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 4. 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 not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. 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 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 Grundy County 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 age, condition, amenities, services, and neighborhood. The Grundy County 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 at the end of the annual lease (for more information on flat rents, see Section 15.3).

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

There is no utility allowance for families paying a flat rent because the Grundy County Housing Authority has already factored who pays for the utilities into the flat rent calculation..

13.5 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.

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 Grundy County 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.

13.6 UTILITY ALLOWANCE

The Grundy County Housing Authority shall establish a utility allowance 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 Grundy County 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 income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Grundy County 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. **The Grundy County Housing Authority reserves the right to pay the utility allowance directly to the utility companies. The family will be advised of the amount paid to the utility supplier.**

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.

Requests for relief from surcharges for excess consumption of Grundy County 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 Grundy County 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.

13.7 PAYING RENT

Dwelling rent and associated charges are due and payable in advance on the first (1st) day of each month. Rent and associated charges are accepted at the Housing Authority office from 8:00AM to 4:30PM Monday through Friday. Rental payments are not accepted nor will they be credited to a resident's account on Saturday, Sunday or any regularly scheduled holidays.

Rent payments will only be accepted in the form of a personal check or money order. **NO CASH** will be accepted for rent or any other charges due the Housing Authority.

Rental payments, whether hand delivered or mailed, should be at the Housing Authority office by 2:00PM the fifth (5th) calendar day of the month. If rent and other charges are not received by 8:00AM on the tenth day of the month, \$1.00 per calendar day late charge will be assessed and retroactive back to the first (1st) day of the month. An additional \$1.00 per calendar day late charge will be assessed for each additional calendar day rent and associated charges are not received. A check returned for non-sufficient funds shall be considered non-payment of rent. In the event rent is paid by personal check

and such check is returned for non-sufficient funds or any other reason the following shall apply:

- a. The non-sufficient check shall be considered non-payment of rent and applicable late fees shall accrue.
- b. The Resident shall be liable for any bank charges attendant to the returned check.
- c. The Resident shall be liable for an administrative \$10 returned check fee plus the actual charge levied by the bank.

Tenants who have not paid rent and associated charges by the sixth (6th) calendar day of the month will be advised at the close of business on that day. If rent and associated charges are not received by 8:00AM on the tenth calendar day of the month, a second notice will be sent requesting immediate payment and advising them of the late charges being assessed. If rent and associated charges are not paid by the fifteenth (15th) calendar day of the month, a **NOTICE OF TERMINATION** and **NOTICE TO VACATE** will be sent, via certified mail, return receipt requested, or by personal service to the tenant. The notice shall comply with Federal and State Law.

Tenants may request a time extension for payment of rent and associated charges from the Executive Director. All extensions in rental payments must be in writing and signed by the Executive Director. Rent is based on the tenant's ability to pay. In signing the lease, the tenant agrees to pay rent and associated charges on the first (1st) day of the month. The Executive Director is required to be fair but also firm in rental collections. Laxity in the collection of rental payments leads to laxity in the payment of rental charges. It is necessary for all tenants to pay their rent and associated charges promptly to enable the Grundy County Housing Authority to continue to provide low-income housing assistance to qualified tenants.

In addition to a resident's normal rent, the resident may be subject to additional charges as set forth in the Grundy County Housing Authority's Schedule of Charges. Items covered in the Schedule of Charges include excess utilities, resident damage to their unit or some other aspect of the property, returned check fees, failure to control a pet properly, littering the property, etc. All payments on a resident's account will be applied to charges other than rent first, and then applied toward rent owed.

14.0 COMMUNITY SERVICE

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), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described 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 as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. **For community service, work is defined as working ten (10) hours or more per week.**
 - 1. Unsubsidized employment;
 - 2. Subsidized private-sector employment;
 - 3. Subsidized public-sector employment;
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - 5. On-the-job-training;
 - 6. Job-search and job-readiness assistance;
 - 7. Community service programs;
 - 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 - 9. Job-skills training directly related to employment;
 - 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are or would be 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, benefits or services 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 Grundy County Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Grundy County 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 Grundy County 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 **OCTOBER 1, 2003**. For families 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).

The Grundy County Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Grundy County Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

Upon admission or at the first annual reexamination on or after **OCTOBER 1, 2003**, and each annual reexamination thereafter, the Grundy County Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. 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.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. At least thirty (30) calendar days before the family's next lease anniversary date, the volunteer coordinator will advise the Grundy County Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Grundy County 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 Grundy County 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. It will state the number of hours that the family member is deficient. 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 go toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

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, the Grundy County Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Grundy County Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 RECERTIFICATIONS

At least annually, the Grundy County 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 Grundy County 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 income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income 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 income 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 Grundy County 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 Grundy County 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 income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of 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 income 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 childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.

- F. The dates upon which the Grundy County 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, Grundy County Housing Authority will send a reexamination letter to the family offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Grundy County 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 Grundy County Housing Authority representative, they may make the selection on the form and return the form to the Grundy County Housing Authority. In such case, the Grundy County Housing Authority will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

15.4 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, deductions (eligible 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 Grundy County 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 the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) calendar 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 be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Increases in the tenant rent will not be processed until the next regularly scheduled annual reexamination of income with the exception of zero (-0-) income tenants.

Families are required to report the following changes to the Grundy County Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) calendar 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, adoption, or court-awarded custody, 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 Grundy County 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 income 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 Section 15.8.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. The Grundy County Housing Authority will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

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 Grundy County 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 Grundy County Housing Authority may schedule special reexaminations every thirty (30) 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.

15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Grundy County Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty four (24) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

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 ensuring 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 eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category A: 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 B: 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, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Grundy County 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 Grundy County 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 Grundy County Housing Authority approved third party verification of the need for the transfer.

16.4 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.

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) business days of being informed the unit is ready to rent. The family will be allowed seven (7) calendar 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 Grundy County Housing Authority and the family rejects two offers without good cause, the Grundy County 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 Grundy County 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.

If there are no families on the waiting list for a larger size unit, smaller families may be allowed to remain in a larger size unit 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. Permission to remain in a larger size unit is at the sole discretion of the Executive Director.

- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. 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; or
- C. 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 Grundy County Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the Grundy County Housing Authority has caused the unit to be unsafe or inhabitable; or
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved.

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 Grundy County 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 Grundy County Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Grundy County 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 Grundy County 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 GRUNDY COUNTY HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure 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 Grundy County 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 Grundy County Housing Authority file and a copy given to the family member. An authorized Grundy County 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 Grundy County Housing Authority damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Grundy County 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 Grundy County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Grundy County 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.

Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and

carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

The carbon monoxide alarms may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

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 Grundy County Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Grundy County Housing Authority will conduct a housekeeping inspection 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 Grundy County Housing Authority will give the tenant at least two (2) calendar days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Grundy County 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 Grundy County Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Grundy County 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 Grundy County Housing Authority to ready units more quickly for the future occupants.

17.9 *MOVE-OUT INSPECTIONS*

The Grundy County 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

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.

18.2 *PETS IN PUBLIC HOUSING*

The Grundy County Housing Authority allows for pet ownership in its development with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Grundy County Housing Authority harmless from any claims caused by an action or inaction of the pet.

18.3 *APPROVAL*

Residents must have the prior written 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. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

18.4 TYPES AND NUMBER OF PETS

The Grundy County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. No more than two animals with the exception of fish. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered. A licensed veterinarian must verify this fact.

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 the following weight limitations:

- Dog: 25 lbs.
- Cat: 15 lbs.
- Bird: small sized (for example: canaries or parakeets)
- Rodent: 15 lbs. (including rabbits)
- Fish or Turtle: Does not apply

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Grundy County Housing Authority to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit of **\$150** is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each 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 Grundy County 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 Grundy County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed in the building common areas so long as they are on a leash and controlled in a manner that does not threaten the health, safety or quiet enjoyment of people in the building and only in designated areas on the grounds of the property if the Grundy County Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, craft room, library, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right

to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without Grundy County Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

18.12 REMOVAL OF PETS

The Grundy County 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.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Grundy County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Grundy County Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Grundy County Housing Authority allow them to enter into a Repayment Agreement. The Grundy County 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.

The Grundy County Housing Authority has a minimum rent of \$50.00 and allows 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 15-day written notice. If the tenant vacates prior to the end of the fifteen (15) 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

Twelve months after the Grundy County Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Grundy County 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 violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the Grundy County Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;

- N. Alcohol abuse that the Grundy County Housing Authority 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. The Grundy County 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;
- Q. Determination that a household member is illegally using a drug or when the Grundy County Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. In such cases the Grundy County Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Grundy County Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial;
- S. Removing any batteries from a smoke detector or failing to notify the Landlord if the smoke detector is inoperable for any reason; and
- T. Other good cause.

If an individual or family's lease is terminated for criminal activity, the Grundy County Housing Authority will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Grundy County Housing Authority will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Grundy County Housing Authority will require a leaseholder to exclude a

household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Grundy County Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Grundy County Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

20.2A VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Grundy County Housing Authority:

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, the Grundy County Housing Authority is granted the authority to bifurcate the lease.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or

stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Grundy County Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verification.

20.2B VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The Grundy County Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. *Requirement for Verification.*** VAWA allows, but does not require, the Grundy County Housing Authority to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

- 1. *HUD-approved form (HUD-50066)*** - By providing to the Housing Authority a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. ***Other documentation*** - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. ***Police or court record*** – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Housing Authority to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

20.2C CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

The Grundy County Housing Authority shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

20.3 TERMINATIONS FOR CRIMINAL ACTIVITY

- A. The term “due process determination” means a determination by HUD that law covering the Grundy County Housing Authority’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

- A. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Grundy County Housing Authority has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Grundy County Housing Authority’s public housing premises by other residents or employees of the Housing Authority;
 - 2. Any violent or drug-related criminal activity on or off such premises; or
 - 3. Any activity resulting in a felony conviction.

20.4 ABANDONMENT

The Grundy County 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, a Grundy County 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 Grundy County 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.

The Grundy County Housing Authority will mail a notice of the sale or disposition to the resident and then wait thirty (30) days.

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

Within thirty (30) days of learning of an abandonment, the Grundy County Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

20.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the Grundy County 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.

The Grundy County 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.

21.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Grundy County Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Grundy County Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Grundy County Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.

- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

22.0 ANTI-FRAUD POLICY

The Grundy County Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Grundy County Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Grundy County Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Grundy County Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Grundy County Housing Authority deems appropriate.

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. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

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 and disabled families, disability expenses, and childcare 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.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

Business Days: Days the housing authority is open for business.

Ceiling Rent: Maximum rent allowed for some units in public housing developments under the income method of calculating rent.

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))

Childcare 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 childcare. In the case of childcare 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))

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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]*

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

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

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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/Disabled 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 HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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 income 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.

Full-Time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Guest: Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

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.

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

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.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

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).

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

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.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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))

A live-in aide is not a party to the lease.

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

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))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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.

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Participant: A family or individual that is assisted by the public housing program.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, 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 the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

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 CFR5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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.)

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare

agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

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)

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **two hundred and twenty (220)** calendar days, the Housing Authority must agree to the absence. The family must reside in the dwelling unit at least sixty (60) percent of the year.

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: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

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
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

**PUBLIC HOUSING LEASE
GRUNDY COUNTY HOUSING AUTHORITY**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Grundy County 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 and must be reported to the Landlord within ten (10) days. 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 a day 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.

(Check one)

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 income-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.

Dwelling rent and associated charges are due and payable in advance on the first (1st) day of each month at the Grundy Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. Rent and associated charges are accepted at the Housing Authority office from 8:00AM to 4:30PM Monday through Friday. Rental payments are not accepted nor will they be credited to a resident's account on Saturday, Sunday or any regularly scheduled holidays. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

Rent payments will only be accepted in the form of a personal check or money order. **NO CASH** will be accepted for rent or any other charges due the Housing Authority.

Rental payments, whether hand delivered or mailed, should be at the Housing Authority office by 2:00PM the fifth (5th) calendar day of the month. If rent and other charges are not received by 8:00AM on the tenth day of the month, \$1.00 per calendar day late charge will be assessed and retroactive back to the first (1st) day of the month. An additional \$1.00 per calendar day late charge will be assessed for each additional calendar day rent and associated charges are not received. A check returned for non-sufficient funds shall be considered non-payment of rent. In the event rent is paid by personal check and such check is returned for non-sufficient funds or any other reason the following shall apply:

- a. The non-sufficient check shall be considered non-payment of rent and applicable late fees shall accrue.
- b. The Resident shall be liable for any bank charges attendant to the returned check.
- c. The Resident shall be liable for an administrative \$10 returned check fee plus the actual charge levied by the bank.

Residents who have not paid rent and associated charges by the sixth (6th) calendar day of the month will be advised at the close of business on that day. If rent and associated charges are not received by 8:00AM on the tenth calendar day of the month, a second notice will be sent requesting immediate payment and advising them of the late charges being assessed. If rent and associated charges are not paid by the fifteenth (15th) calendar day of the month, a **NOTICE OF TERMINATION** and **NOTICE TO VACATE** will be sent, via first class mail and certified mail to the resident. The notice shall comply with Federal and State Law.

Residents may request a time extension for payment of rent and associated charges from the Executive Director. All extensions in rental payments must be in writing and signed by the Executive Director.

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, including the cost of reasonable attorney's fees awarded as part of a judgment against the Resident.

All payments on a resident's account will be applied to charges other than rent first, and then applied toward rent owed.

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

In exceptional situations, the Grundy County Housing Authority reserves the right to allow a new resident to pay their security deposit in payments with the approval of the Executive Director. This shall be at the sole discretion of the Housing Authority.

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.

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.

The Resident is a smoker and has paid a nonrefundable fee of \$_____ to the Landlord to cover the additional cost of cleaning the dwelling unit after the Resident vacates.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in 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;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. 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;
- f. 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;
- g. remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason; or
- h. be absent from the unit for more than two hundred and twenty (220) consecutive days without receiving the agreement of the Grundy County Housing Authority.

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 Grundy County 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, Natural Gas, garbage collection

The Resident agrees to pay for the following utilities:

Electricity

The Utility Allowance Schedule for Resident Paid Utilities are posted in the Landlord's office.

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 thirty (30) 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 income 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 within ten (10) days of their occurrence:
- 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.
 - c. An increase in income or a decrease in allowable expenses.

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.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the **Housing Manager** within 30 calendar days.

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. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
 - 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 from the 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;
- g. not park more than one (1) operable, registered and inspected vehicle on the property or park any vehicle in an unauthorized location. Vehicles not moved for a period of more than ten (10) consecutive days, or which are parked in an unauthorized location, or which would appear to a reasonable person to be inoperable, shall be considered inoperable and removed from the property at the expense of the vehicle owner. Maintenance of any vehicle owned or used by the tenant shall be conducted off of the premises or with the express permission of the Landlord. For purposes of this paragraph, "maintenance of any vehicle" shall be defined as any action taken by the vehicle owner, or on behalf of the vehicle owner, required to keep the vehicle in good working order, and which requires more than fifteen (15) minutes for a reasonable person to complete;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner;
- i. not remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason; and
- j. 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, including elevators, 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. The Resident agrees duration and amount of such abatement shall be at the sole discretion of the Landlord.

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 or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- f. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- g. install or alter carpeting, resurface floors or alter woodwork;
- h. install washing machines, dryers, fans, heaters, or air conditioners,
- i. place any aerials, antennas or other electrical connections on the dwelling unit;
- j. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- k. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide forty eight (48) hours 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, including elevators, 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, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. 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;
- s. determination or discovery that a resident is a registered sex offender;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the XYZ Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony; or
- w. 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 15 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 15 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:** The Grundy County 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, a Grundy County 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 Grundy County 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.

The Grundy County Housing Authority will mail a notice of the sale or disposition to the resident and then wait thirty (30) days.

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

Within thirty (30) days of learning of an abandonment, the Grundy County Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

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 First Class Mail, 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 Grundy County 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. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
 - a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
 - b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
 - c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's

tenancy is not terminated.

- d. **Nothing in this section** shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member.

26. **GOVERNANCE:** This lease shall be governed by the laws of the State of Illinois.

27. **SEVERABILITY:** In the event any provision of this lease should be held unlawful it shall be severed from the document. All remaining provisions shall remain in full force and effect.

28. **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: New applicants will be provided a copy of the lease, utility allowances, the current Schedule of Charges, a Tenant Handbook and a request for reasonable accommodation form. Residents renewing their lease will be provided any of these attachments upon request.

Signatures:

RESIDENT: 1) _____ Date _____
2) _____ Date _____
LANDLORD: _____ Date _____

Grundy County Housing Authority Carbon Monoxide Detector Policy

Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

The carbon monoxide alarms may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Adopted July 9, 2007

GRUNDY COUNTY HOUSING AUTHORITY ETHICS POLICY

PREFACE

The Grundy County Housing Authority has established standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the Authority. Because of its status as an independent public corporation, the Authority recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards by which members of the Board of Commissioners and staff are to be held accountable.

This code recognizes and incorporates those sections of federal, state, and local law which govern the conduct of public employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of the Grundy County Housing Authority shall be applied, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, vendor, or agent having business, or dealings of any kind, with the Authority. No Commissioner or employee shall use or cause or allow to be used his or her position to secure any personal privileges for himself, herself, or others, or to influence the activities, actions, or proceeds of the Authority.

The Grundy County Housing Authority, in establishing standards of conduct for its employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Authority. Specifically, these principles include:

- A. No direct or indirect personal inducement of Authority employees. This includes the giving of gifts, money, tickets or any item or service having value.
- B. No direct or indirect inducement of members of the Board of Commissioners. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged. In such cases, such events should be reported to the Chairman of the Board, with the nature of the visit explained.

It is expected that vendors or suppliers of professional services to the Authority will be governed by the Code of Ethics to which their particular profession prescribes.

Any vendor or supplier found in violation of Authority policy shall be barred from future business dealings with the Authority. The Authority reserves the right to have vendors and suppliers sign a statement of compliance with the standards of conduct of the Authority.

1.0 TITLE

This shall be called the "Grundy County Housing Authority Code of Ethics and Standards of Conduct."

2.0 APPLICABILITY

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Grundy County Housing Authority. With respect to contracted professional services of the Authority (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

3.0 PURPOSE

This Code of Ethics establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of Commissioners and employees, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Ethics is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

4.0 DEFINITIONS

"Agent" shall mean any employee of the Authority (whether full or part time) acting in his or her official capacity is an agent of the Authority.

"Claim" shall mean any demand, written or oral, made upon the Authority to fulfill an obligation arising from law or equity.

"Commissioner" shall mean one of the persons serving on the Board of Commissioners of the Authority.

"Contract" shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

"Conventional" shall mean those housing programs operated by the Authority, which are broadly considered part of the "conventional public housing program." This shall include but not be limited to, such programs as public housing, the Capital Fund, HOPE VI, and the Public Housing Drug Elimination Program (PHDEP).

"Employee" shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional or permanent.

"Enrollee" shall broadly mean any applicant, resident, or program participant in any program operated by the Authority. Specifically, an "enrollee" shall be a person who expects to receive, or is receiving, some form of assistance from the Authority.

"Family" shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or a person living in a stable family relationship.

"Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of the Authority, its Board, or employees.

"Leasing program" shall mean those programs operated by the Grundy County Housing Authority that are broadly included within the Section 8 Program or the tenant-based program, whether it be for certificates or vouchers. Unless otherwise noted, the provisions contained herein shall apply equally to both the "Leasing" and the "Conventional" programs of the Authority.

"Person" shall mean any individual, corporation, partnership, business entity, association, organization, and may include an Authority employee.

"Public Information" shall mean information obtainable pursuant to the Freedom of Information Act and Authority guidelines adopted pursuant thereto.

"Training" means a class, seminar, workshop, conference, or course of study approved by the Board of Commissioners or C.E.O. for the continuing education of the Board or employees of the Grundy County Housing Authority, and intended or designed to advance understanding of the field of affordable housing.

5.0 ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Grundy County Housing Authority shall have any employment, or engage in any business or commercial transaction, or engage in any professional activity, or incur any obligation in which directly or indirectly he or she would have an interest that would impair his or her independence of judgement or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee shall have or enter into any contract with any person who has or enters into a contract with the Authority unless:

- A. The contract between the person and the Authority is awarded pursuant to competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the Grundy County Housing Authority Procurement Policy; or
- B. The contract between the person and the Authority is one in which the Authority employee has no interest, has no duties or responsibilities, or if the contract with the person is one which the Authority employee entered into prior to becoming an employee.

There shall be no preferential treatment given by an employee of the Authority acting in performance of his or her official duties to any person, agency or organization.

No Authority employee shall use or permit the use of Authority-owned vehicles, equipment, materials or property for the convenience or profit of himself, herself, or any other person. However this provision shall not apply in the case of usage for "diminutive" purposes, i.e., purposes which in and of themselves should not be construed as abuse of Authority property.

No Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

No authority employee acting individually can bind the housing authority by an action or verbal representation.

No Authority employee shall disclose without proper authorization non-public information or records concerning any aspects of the operation of the Authority, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on enrollees of the Authority, for whom a properly executed release of information form shall be obtained and kept in the

client file. The release of any information relative to enrollees of the Authority shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with full knowledge of the enrollee except in those cases where through action of law the enrollee's knowledge is not required.

No Authority employee currently employed shall represent any person, other than himself, in business negotiations, judicial or administrative actions or procedures, to which the Authority may be a party.

No former employee of the Authority shall personally represent any person in a matter in which the former employee personally participated while employed by the Authority for one year, if such representation would be adverse to the interests of the Authority. This provision shall not, however, bar the timely filing by a current or former employee, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Authority employee shall be appointed or hired to serve under the direct supervision or authority of that employee, and in no event shall any Authority employee participate in the decision-making regarding employment or contract for services of any family member.

No Authority employee shall have an interest in a contract between any person and the Authority, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Authority; the employee discloses his or her interest in the contract prior to employment; and after employment, the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract.

No Authority employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgement or action in the performance of his or her duties with the Authority or that would be in conflict with his or her duties at the Authority.

No employee of the Authority shall discuss, vote upon, decide or take part in (formally or informally) any matter before the Authority in which he or she has an interest. Exception shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns 100 shares of AT&T stock), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim, employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to

whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for a binding decision on the question.

Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be considered null and void by the Authority. Such a matter may be referred to the Ethics Review Committee to render judgement and assess any penalties if necessary.

If the Ethics Review Committee renders judgement that a matter was performed; a contract entered into; or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics; it may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Authority shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, no member of the Board of Commissioners in his or her individual capacity shall be a lessor or lessor's agent. These prohibitions, however, shall not apply where the employee or Commissioner is a principal in a not-for-profit or charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

Funds permitting, each Employee may undertake training. All costs associated with such training are to be paid by the Grundy County Housing Authority in accordance with the Travel Policy of the Authority.

6.0 ETHICAL STANDARDS FOR COMMISSIONERS

The Board of Commissioners of the Grundy County Housing Authority is the architect of policy governing the operations of the Authority and retains legal and fiscal responsibility for the Authority. Recognizing that the commissioners are chosen from a broad range of fields and professions and community interests renders difficult the circumscription of external interests and activities of the Commissioners. It is the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct which are outlined in the Code of Ethics for employees. Further, it is expected that a Commissioner will voluntarily and fully outline his or her personal interests and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within ninety (90) days of the Commissioner's appointment. For Commissioners currently serving, such an updated statement shall be developed within ninety (90) days of their re-appointment for a new term. Such a statement shall disclose the following:

- A. The names of any business, organizational, or professional involvements that might reasonably be inferred as having business with the Authority and for which at some point a Commissioner might be expected to vote, legislate, or rule on a matter involving said party.

- B. Any current or past contact in, or interest in, activities or programs of the Authority, including, but not limited to, any contracts previously bid and let, familial relationships with any staff or other board members, or any consultative or professional contracts.
 - 1. No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:
 - a. A Commissioner having interest through a voluntary association with the person or organization may be allowed to discuss the matter.
 - b. If the matter concerns a person or organization with which the Commissioner had former contact, and that former contact existed either prior to his or her selection, or occurred at least two years prior to the current discussion of the matter, the Commissioner may freely act.
 - 2. No Commissioner may use his or her position on the Board to intimidate, coerce, persuade or otherwise influence any of the activities or employees of the Authority.
 - 3. Funds permitting, each Commissioner shall undertake training not less than one time per year. All costs associated with such training are to be paid by the Grundy County Housing Authority in accordance with the Travel Policy of the Authority.

7.0 ETHICS REVIEW COMMITTEE

There shall be established an Ethics Review Committee of the Grundy County Housing Authority.

The purpose of the Committee shall be to review and render decisions on any matters involving ethical conduct, or breach of ethical conduct, by employees, vendors, or commissioners.

The Committee is empowered by the Board of Commissioners to:

- A. Call witnesses and receive depositions in the performance of its duties.
- B. Call for provision of appropriate records, files or tapes relative to the performance of its duties.

- C. Review any records maintained by the Authority, except those records that are considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.

In performing its duties, the Committee may:

- A. Issue rules and regulations consistent with and to clarify the Code of Ethics.
- B. Review any questions concerning alleged or suspected infractions of the Code of Ethics and make recommendations to the Board of Commissioners or Executive Director for further or final actions.
- C. Require financial disclosure or disclosure of any other pertinent information by employees, vendors, or commissioners.
- D. Oversee compliance by the Authority with the Code of Ethics and any other applicable regulations involving ethics.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and a neutral third party (1). The alternate member of the panel shall be a party versed in legal/ethical issues, e.g., an attorney not currently serving as counsel to the Authority or an academic authority on ethical issues.

The members of the Committee shall be appointed in the following manner:

- A. The representative of the Board of Commissioners and the neutral third party shall be selected by vote of the Board of Commissioners.
- B. The employee representative and alternate shall be selected by the Executive Director.

Each member of the Committee will serve a three (3) year term. The terms may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms.

There shall be a chair of the Committee, elected by the members of the Committee. The chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. The Executive Director of the Authority shall serve as a non-voting Secretary of the Committee.

Voting by the Committee shall be by simple majority, with the Chair voting as any other member.

The alternate member of the Committee may attend all meetings of the Committee. In case of a conflict of interest by a committee member, the alternate member will assume

the role as a voting member of the Committee. The alternate may at any and all times voice opinions regarding the deliberations of the Committee.

The Committee shall, upon receiving a written request from either the Board of Commissioners or any individual associated with the Authority, respond in writing within sixty (60) days after receipt of the request, unless the Committee determines that additional time is required. If additional time is required, it shall inform the requestor of the approximate time it will be able to render a response.

The Committee shall make reports and recommendations for action to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Executive Director or his or her designee, it shall delegate the matter without further Board action.

The legal counsel of the Authority may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.

8.0 STARTUP PROCEDURES

Within ninety (90) days of the adoption of this policy, the members of the Ethics Review Committee shall be appointed.

The Board of Commissioner representative and the alternate shall initially serve three (3) year terms. The employee representative shall initially serve a two (2) year term. The neutral third party shall initially serve a one (1) year term. This way at least one appointment will expire each year and yet continuity can be maintained.

Within ninety (90) days of the adoption of this policy, the current Commissioners shall file the required disclosure with the Board Chairman.

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

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

PHA Name: Grundy County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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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	15,000.00		15,000.00	15,000.00
3	1408 Management Improvements	10,000.00		10,000.00	10,000.00
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	25,510.00		25,510.00	25,510.00
10	1460 Dwelling Structures	51,774.00		51,744.00	51,744.00
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	4,000.00		4,000.00	4,000.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				

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

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

PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	106,284.00		106,284.00	106,284.00
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA Wide	Operations							100%
	P H Operations Expenses;	1406	Lump Sum	15,000.00	\$32,269.00	\$32,269.00	\$32,369.00	
	Subtotal Acct 1406			15,000.00	\$32,369.00	\$32,369.00	\$32,369.00	
HA Wide	Management Improvements							100%
	Staff Training;	1408	Lump Sum	10,000	10,000.00	10,000.00	10,000.00	
	Subtotal Acct 1408			10,000	10,000.00	10,000.00	10,000.00	
	Site Improvements	1450						100%
IL-027-1	Community Room and Lobby Renovation		Lump Sum	\$25,510.00	25,510.00	25,510.00	25,510.00	
	Parking Lot Paving		Lump Sum	0	21,285.00	21,285.00	21,285.00	

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

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Replace HVAC Unit		Lump Sum	0	\$2,296.00	\$2,296.00	\$2,296.00	
	Storage Shed		Lump Sum	0	\$2,726.00	2,726.00	2,726.00	
	Subtotal Acct 1410			\$25,510.00	51,817.00	51,817.00	51,817.00	
IL027-1	Dwelling Structures							100%
	Emergency Doors and Frames	1460	Lump Sum	5,000.00	5,800.00	5,800.00	5,800.00	
	Repair Emergency Pressure Pump		Lump Sum	400.00	400.00	400.00	400.00	
	Subtotal Acct 1460				6,200.00	6,200.00	6,200.00	
IL027-1	<u>Non-Dwelling Equipment</u>	1475	Lump Sum	4,000	5,898.00	5,898.00	5,898.00	100%
	Handicap Accessible Furniture			4,000	5,898.00	5,898.00	5,898.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Grand Total				106,284.00	106,284.00	106,284.00	106,284.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program No: IL06P02750104 Replacement Housing Factor No:				Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
IL027-1 Operations	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL027-1 Management Improvement	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL-027-1 Site Improvements	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	
IL027-1 Dwelling Structures	03/31/06	03/31/06	03/31/06				
IL027-1 Non-Dwelling Equipment	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	03/31/06	

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 09/30/2005)

PHA/IHA Name Grundy County Housing Authority	Comprehensive Grant Number IL06P02750104
	FFY of Grant Approval 2004

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 106,284.00
B. Revised Funds Approved	\$
C. Funds Advanced	\$ 106,284.00
D. Funds Expended (Actual Modernization Cost)	\$ 106,284.00
E. Amount to be Recaptured (A-D)	\$ Zero
F. Excess of Funds Advanced (C-D)	\$ Zero

- That all modernization work in connection with the Comprehensive Grant has been completed;
- That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA have been fully paid;
- That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
- 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 information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature	Date October 15, 2008
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For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division)	Date
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The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division)	Date
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Approved (Field Office Manager)	Date
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Public reporting burden for this collection of information is estimated to average 0.3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit information to HUD in order to receive its annual formula grant. This information will be used by HUD to determine whether the annual submission meets statutory and regulatory requirements for the annual formula grant and during implementation. Responses to the collection are required by Section 14(e)(3) and (4) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52839—Actual Comprehensive Grant Cost Certificate

General Instructions:

Prepare and submit to the HUD Field Office an original and one copy of Form HUD-52839 for each terminated or completed annual grant under the Comprehensive Grant Program (CGP).

Heading Instructions:

PHA Name—Enter the Public Housing Agency (PHA) name.

Comprehensive Grant Number—Enter the unique Comprehensive Grant Number for the grant for which this form is being submitted. This number is the same number as on Form HUD-52837, Annual Statement, for the same grant.

Federal Fiscal Year of Grant Approval—Enter the FFY in which the annual grant was originally approved.

Line Instructions:

Line 1A, Original Funds Approved—For the identified grant, enter the total CGP funds originally approved by HUD through a CGP Amendment to the Consolidated Annual Contributions Contract(s).

Line 1B, Revised Funds Approved—For the identified grant,

enter the total revised CGP funds approved by HUD. This amount will generally be the same as the amount on Line 1A. This amount will be less than the amount on Line 1A where HUD is terminating the grant or otherwise recapturing grant funds.

Line 1C, Funds Advanced—For the identified grant, enter the total funds advanced by HUD. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1D, Funds Expended—For the identified grant, enter the total funds expended (total cash disbursed) by the PHA. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1E, Amount To Be Recaptured (A minus D)—For the identified grant, enter the amount to be recaptured by subtracting Line 1D from Line 1A.

Line 1F, Excess of Funds Advanced (C minus D)—For the identified grant, enter the excess of funds advanced by subtracting Line 1D from Line 1C; this is the amount to be remitted by the PHA to HUD. If Line 1D is greater than Line 1C, enter the figure in brackets; this is the amount of funds owed by HUD to the PHA.

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

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

PHA Name: Grundy County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 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	\$87,867.00		\$87,867.00	\$87,867.00
3	1408 Management Improvements	\$10,000.00		\$10,000.00	\$10,000.00
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$97,867.00		\$97,867.00	\$97,867.00
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				

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

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

PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA Wide	Operations							100%
	Insurance, Excess Utility Costs	1406	LS	87,867.00		87,867.00	87,867.00	
	Subtotal Acct 1406			87,867.00		87,867.00	87,867.00	
HA Wide	Management Improvements	1408	LS	10,000.00		10,000.00	10,000.00	100%
	Staff Training							
	Subtotal 1408			10,000.00		10,000.00	10,000.00	
	Grand Total			97,867.00		97,867.00	97,867.00	100%

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program No: IL06P02750106 Replacement Housing Factor No:				Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
IL027-1 Operations	09/30/08		03/31/08	09/30/10		03/31/08	

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 09/30/2005)

PHA/IHA Name Grundy County Housing Authority	Comprehensive Grant Number IL06P02750106
	FFY of Grant Approval 2006

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 87,867.00
B. Revised Funds Approved	\$
C. Funds Advanced	\$ 87,867.00
D. Funds Expended (Actual Modernization Cost)	\$ 87,867.00
E. Amount to be Recaptured (A-D)	\$ Zero
F. Excess of Funds Advanced (C-D)	\$ Zero

- That all modernization work in connection with the Comprehensive Grant has been completed;
- That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA have been fully paid;
- That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
- 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 information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature	Date October 15, 2008
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For HUD Use Only

The Cost Certificate is approved for audit.	
Approved for Audit (Director, Public Housing Division)	Date
The audited costs agree with the costs shown above.	
Verified (Director, Public Housing Division)	Date
Approved (Field Office Manager)	Date

Public reporting burden for this collection of information is estimated to average 0.3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit information to HUD in order to receive its annual formula grant. This information will be used by HUD to determine whether the annual submission meets statutory and regulatory requirements for the annual formula grant and during implementation. Responses to the collection are required by Section 14(e)(3) and (4) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52839—Actual Comprehensive Grant Cost Certificate

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Prepare and submit to the HUD Field Office an original and one copy of Form HUD-52839 for each terminated or completed annual grant under the Comprehensive Grant Program (CGP).

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Comprehensive Grant Number—Enter the unique Comprehensive Grant Number for the grant for which this form is being submitted. This number is the same number as on Form HUD-52837, Annual Statement, for the same grant.

Federal Fiscal Year of Grant Approval—Enter the FFY in which the annual grant was originally approved.

Line Instructions:

Line 1A, Original Funds Approved—For the identified grant, enter the total CGP funds originally approved by HUD through a CGP Amendment to the Consolidated Annual Contributions Contract(s).

Line 1B, Revised Funds Approved—For the identified grant,

enter the total revised CGP funds approved by HUD. This amount will generally be the same as the amount on Line 1A. This amount will be less than the amount on Line 1A where HUD is terminating the grant or otherwise recapturing grant funds.

Line 1C, Funds Advanced—For the identified grant, enter the total funds advanced by HUD. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1D, Funds Expended—For the identified grant, enter the total funds expended (total cash disbursed) by the PHA. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1E, Amount To Be Recaptured (A minus D)—For the identified grant, enter the amount to be recaptured by subtracting Line 1D from Line 1A.

Line 1F, Excess of Funds Advanced (C minus D)—For the identified grant, enter the excess of funds advanced by subtracting Line 1D from Line 1C; this is the amount to be remitted by the PHA to HUD. If Line 1D is greater than Line 1C, enter the figure in brackets; this is the amount of funds owed by HUD to the PHA.

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	70,178			
3	1408 Management Improvements	20,000			
4	1410 Administration	10,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	100,178			
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Grundy County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	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: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		\$70,178.00				
HA-Wide	Management Improvements	1408		\$20,000.00				
HA-Wide	Administration	1410		\$10,000.00				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Grundy County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P02750107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Grand Total			\$100,178.00				

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 09/30/2005)

PHA/IHA Name Grundy County Housing Authority	Comprehensive Grant Number IL06P02750107
	FFY of Grant Approval 2007

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 100,178.00
B. Revised Funds Approved	\$
C. Funds Advanced	\$ 100,178.00
D. Funds Expended (Actual Modernization Cost)	\$ 100,178.00
E. Amount to be Recaptured (A-D)	\$ Zero
F. Excess of Funds Advanced (C-D)	\$ Zero

- That all modernization work in connection with the Comprehensive Grant has been completed;
- That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA have been fully paid;
- That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
- 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 information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature	Date October 15, 2008
-----------	--------------------------

For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division)	Date
--	------

The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division)	Date
--	------

Approved (Field Office Manager)	Date
----------------------------------	------

Public reporting burden for this collection of information is estimated to average 0.3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit information to HUD in order to receive its annual formula grant. This information will be used by HUD to determine whether the annual submission meets statutory and regulatory requirements for the annual formula grant and during implementation. Responses to the collection are required by Section 14(e)(3) and (4) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52839—Actual Comprehensive Grant Cost Certificate

General Instructions:

Prepare and submit to the HUD Field Office an original and one copy of Form HUD-52839 for each terminated or completed annual grant under the Comprehensive Grant Program (CGP).

Heading Instructions:

PHA Name—Enter the Public Housing Agency (PHA) name.

Comprehensive Grant Number—Enter the unique Comprehensive Grant Number for the grant for which this form is being submitted. This number is the same number as on Form HUD-52837, Annual Statement, for the same grant.

Federal Fiscal Year of Grant Approval—Enter the FFY in which the annual grant was originally approved.

Line Instructions:

Line 1A, Original Funds Approved—For the identified grant, enter the total CGP funds originally approved by HUD through a CGP Amendment to the Consolidated Annual Contributions Contract(s).

Line 1B, Revised Funds Approved—For the identified grant,

enter the total revised CGP funds approved by HUD. This amount will generally be the same as the amount on Line 1A. This amount will be less than the amount on Line 1A where HUD is terminating the grant or otherwise recapturing grant funds.

Line 1C, Funds Advanced—For the identified grant, enter the total funds advanced by HUD. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1D, Funds Expended—For the identified grant, enter the total funds expended (total cash disbursed) by the PHA. This amount may never exceed the amount on Line 1A and should be the same amount as on Line 1B.

Line 1E, Amount To Be Recaptured (A minus D)—For the identified grant, enter the amount to be recaptured by subtracting Line 1D from Line 1A.

Line 1F, Excess of Funds Advanced (C minus D)—For the identified grant, enter the excess of funds advanced by subtracting Line 1D from Line 1C; this is the amount to be remitted by the PHA to HUD. If Line 1D is greater than Line 1C, enter the figure in brackets; this is the amount of funds owed by HUD to the PHA.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Regional Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF PUBLIC HOUSING

Phone: (312) 353-1915 Fax: (312) 886-4060

MAR 27 2008

Mr. T. Brent Newman, Executive Director
Grundy County Housing Authority
1700 Newton Place
Morris, Illinois 60450-1113

SUBJECT: Management Decision -- Grundy County Housing Authority
Fiscal Year (FY) 2006
Independent Public Accountant (IPA) Audits

Dear Mr. Newman:

The Illinois State Office of the Department of Housing and Urban Development (HUD) has not received your FY 2006 copy of your audit report. The submission of your audit report is important and is required in accordance with OMB Circular A-133. Please submit a copy of your audit within 15 calendar days from the date of this letter.

The Circular is issued pursuant to the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

Please be advised that each PHA who expends \$500,000 or more in Federal funds during its fiscal year is required by OMB Circular A-133 to have an audit performed. The Housing Authority is required to submit a copy of its audit report nine months after the end of their fiscal year.

Should you have any questions or concerns concerning the above subject, please call Ms. Belinda B. Francisco, IPA Audit Coordinator, at (312) 353-1915 extension 2328, or Ms. Jacqueline Ellison, Program Analyst, at (312) 353-1915 extension 2347.

Sincerely,

A handwritten signature in black ink, appearing to read "S E Meiss".

Steven E. Meiss, Director
Illinois State Office of Public Housing
Region V

GRUNDY COUNTY HOUSING AUTHORITY

MORRIS, ILLINOIS

ANNUAL FINANCIAL REPORT

SEPTEMBER 30, 2006

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Table of Contents
September 30, 2006

	<u>Page</u>
Independent Auditors' Report	1-2
Management's Discussion and Analysis	3-10
Financial Statements:	
Statement of Net Assets	11
Statement of Revenue, Expenses and Changes in Net Assets	12
Statement of Cash Flow	13
Notes to Financial Statements	14-21
Fund Financial Statements:	
Combining Statement of Financial Position	Schedule A 22
Combining Statement of Activities and Changes in Net Assets	Schedule B 23
Statement of Activities and Changes in Net Assets	
Low Rent Public Housing	Schedule C 24
Capital Fund Program	Schedule D 25
Rural Rental	Schedule E 26
Component Unit	Schedule F 27
Schedule of Expenditures of Federal Awards	28
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and other matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	29-30
Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with Circular A-133	31-32
Independent Auditor's Report on Compliance with Specific Requirements Applicable to Fair Housing and Non-discrimination	33
Auditee's Comments on Audit Resolution Matters Relating to the HUD Programs	34
Schedule of Findings and Questioned Costs	35
Corrective Action Plan	36

ECHOLS, MACK & ASSOCIATES, P.C.

Certified Public Accountants

CARRIE E. ECHOLS, CPA

TAWNYA R. MACK, CPA

◆◆◆
Independent Auditors' Report

To The Board of Commissioners
Grundy County Housing Authority
Morris, Illinois

We have audited the accompanying financial statements of the business-type activities and the blended component unit of Grundy County Housing Authority, Illinois as of and for the year ended September 30, 2006, which collectively comprise the basic financial statements of the Grundy County Housing Authority, Illinois, as listed in the table of contents. These financial statements are the responsibility of the Grundy County Housing Authority, Illinois' management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and the blended component unit of Grundy County Housing Authority, Illinois as of September 30, 2006, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated April 27, 2006, on our consideration of the Grundy County Housing Authority, Illinois' internal controls over financial reporting and on our tests of its compliance with laws, regulations, contracts and grants.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as well as the Financial Data Schedule required by the U.S. Department of Housing and Urban Development, are presented for purposes of additional analysis and are not a required part of the financial statements of the Grundy County Housing Authority, Illinois. Such information, except for that portion marked "un-audited" on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, the information is fairly presented in all material respects in relation to the financial statements taken as a whole.

Management's Discussion and Analysis on pages 3 to 10 is not a required part of the basic financial statements, but is supplementary information required by the Government Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

Echols, Mack & Associates, P.C.

ECHOLS, MACK & ASSOCIATES, P.C.
Certified Public Accountants

Morris, Illinois
April 10, 2007

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)

Year Ended September 30, 2006

This section of the Grundy County Housing Authority's Annual Financial Report presents its Management Discussion and Analysis (MD&A) of the Housing Authority's financial performance for the fiscal year ending September 30, 2006, within the limitations of the Housing Authority's accrual basis of accounting. Please read the note discussing the accrual basis of accounting found in the notes to the financial statements.

Financial Highlights

- The Authority's net assets decreased by \$156,604 (or 7%) to \$2,092,443, as compared to the previous year's end.
- The business-type activity operating revenues are \$692,903 for the fiscal year.
- Total operating expenses of all the Authority's programs were \$661,914 during the FYE September 30, 2006.
- The Authority's total debt *increased* by \$71,679 during the current fiscal year to \$1,396,420. The key factor in this *increase* was a loan for \$108,000 with Grundy Bank.

Using This Annual Report

This annual report is presented in a format consistent with the presentation requirement of the Governmental Accounting Standards Board (GASB) Statement No. 34, as applicable to the Housing Authority's modified basis of accounting.

Overview of the Financial Statements

Because the Authority is a special-purpose government engaged in business-type activities only, the financial statements are presented in accordance with paragraph 138 of GASB Statement 34. In addition to the financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the Authority. In addition to the management's discussion and analysis, management has prepared the Statement of Net Assets, the Statement of Revenues, Expenses and Change in Net Assets, and the Statement of Cash Flows, which follow the MD&A.

Notes to the Financial Statements: The notes to the financial statements are an integral part of the financial statements and provide expanded explanation and detail regarding the information reported in the statements.

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)
Year Ended September 30, 2006

Overview of Grundy Housing Authority Financial Policy

The Grundy County Housing Authority discussion and analysis is designed to:

- Assist the reader in focusing on significant financial issues facing the Housing Authority;
- Provide an overview of the Housing Authority's financial activity;
- Identify changes in the Housing Authority's financial position that could impact on its ability to address the next subsequent year challenges;
- Identify any material deviations from the financial plan; and
- Identify individual fund issues or concerns.

Since the Management Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes and currently known facts, it should be read in conjunction with the Transmittal Letter from the Auditor, and the Housing Authority's audited financial statements.

The Housing Authority's financial statements present two different perspectives each with a different snapshot of the Housing Authority's finances. The new financial statement's focus is on both the Housing Authority as a whole through the consolidated statements and on the major individual funds. Either perspective allows the reviewer to address relevant questions.

This annual report includes all activities for which the Housing Authority Board is fiscally responsible. These activities, defined as the Housing Authority's reporting entity, are operated within separate legal entities that make up the primary government and another separate legal entity that is included as a component unit. The Housing Authority does not currently control a component unit.

The philosophy of the Grundy Housing Authority Board is to remain fiscally conservative; to use the "prudent person rule" governing all investments and to provide high quality services to the residents of the Housing Authority.

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)
Year Ended September 30, 2006

1. Condensed Financial Information:

- A. Total Assets: At the end of FY2006, total assets stood at \$5,860,730 before depreciation, an increase of \$85,854 over FY2005. Total Assets consists of assets normally classified by business as "liquid" and fixed. The fixed assets in the Total Assets will be land and buildings, infrastructure, and equipment items whose costs are \$5,616,040 less \$2,325,020 accumulated depreciation.
- B. Total Liabilities: At the end of FY2006, total liabilities stood at \$1,443,264 a increase of \$54,862 (4.0%) from FY2005.
- C. Total Revenues: Housing Authority revenues are comparable to prior year.
- D. Total Expenses: Salaries and benefits, including maintenance for FY2006 were \$262,971 or 40% of the total expenditures which is a 5% increase over prior year.

2. Analysis of the Housing Authority's Financial Position and Results of Operations:

The Housing Authority remains in a strong financial position. There are ample cash reserves to prevent cash flow problems, accompanied by a policy to build those cash reserves to prevent cash to an even stronger position.

Revenue is projected to grow at a modest rate, and efforts are underway to enhance the position of the Housing Authority with respect to its economic contracts.

The Housing Authority is aware that we are on the cusp of a dynamic growth period, and has taken steps to ensure that "smart growth" policies are in place to modify what is anticipated to be an explosive growth period.

The following table provides a summary of the Housing Authority's operations for year ended September 30, 2006 with comparative totals for the year ended September 30, 2005.

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)

Year Ended September 30, 2006

2. Analysis of the Housing Authority's Financial Position and Results of Operations:
(Continued)

Grundy County Housing Authority Change in Net Assets

	Business-Type Activities		Total Percentage of Change
	2006	2005	
REVENUES			
Rent	\$ 387,516	\$ 358,857	8%
Grants:			
Rental assistance grants	28,805	14,075	105%
Operational grants	197,869	184,438	7%
Capital grants	8,851	98,763	-91%
Investment and interest income	4,429	2,522	76%
Management fees	5,230	3,518	49%
Miscellaneous revenue	40,004	8,599	365%
Other	20,199	19,041	6%
 Total Revenue	 663,705	 689,813	 -4%
 EXPENSES			
Operational services:			
Administration	365,739	308,331	19%
Maintenance	162,176	160,564	1%
General services:			
Insurance	22,982	22,517	2%
Interest expense	12,949	8,211	58%
Payment in lieu of taxes	77,384	37,778	105%
Depreciation	187,593	178,702	5%
Other	20,684	7,695	169%
 Total Expenses	 723,798	 723,798	 17%
 Change in net assets	 (156,604)	 (33,985)	 361%
 Net assets (deficit) at beginning of year	 2,249,047	 2,283,032	 -1%
 Net assets (deficit) at end of year	 \$ 2,092,443	 \$ 2,249,047	 -7%

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)
Year Ended September 30, 2006

3. Analysis of significant variances between original and final budget amounts:

Over the course of the year, the Housing Authority's Budget has remained stable. This budget was consistent with the prior year's Budget. There were no significant differences between the current year and the prior year Budget.

Salaries and Benefits account for the major portion of the Housing Authority Budget.

The Board of Commissioners monitors the Housing Authority budget on a monthly basis. The Housing Authority Executive Director advises the Chairman and the rest of the Board of any line items within the budget that are deviating greater than 3% from the budget guideline. The Executive Director then provides an explanation of the deviation to the Board. This allows the organization to take appropriate corrective action in a timely fashion. To date, no department has needed to take a drastic (layoff) corrective action.

4. A description of significant capital asset and long-term debt activity:

No significant changes to the physical plant are expected to be done.

Changes in the equipment assets of the Housing Authority are part of the scheduled Capital Asset Improvement Program.

- A. Significant changes in the condition of eligible infrastructure assets: Prior to the required implementation of GASB-34, the Housing Authority was reviewing the condition of its infrastructure on an annual basis. As a result, there are no surprises or significant (unplanned) changes in our infrastructure.
- B. Current assessed condition *versus* established condition level: The Housing Authority is in the process of contracting with an independent appraiser to evaluate all of its physical plants, and its fixed assets (other than infrastructure) to determine if they are adequately insured currently. With respect to the infrastructure needs, that report is being prepared by the Housing Authority Engineer, and will be included with the update to our needs analysis.
- C. Significant Difference between budgeted maintenance *versus* Actual Maintenance: There are none.

The Housing Authority's investment in capital assets for its governmental activities as of September 30, 2006, amounts to \$3,291,020 (net of accumulated depreciation). This investment in capital assets includes land, buildings, equipment and improvements and construction in progress. The total decrease of the Authority's investment in capital assets for the current fiscal year was 3.6%, which is due to depreciation.

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)
Year Ended September 30, 2006

Capital Assets at Year-end
Net of Accumulated Depreciation

	Business-Type Activities	
	2006	2005
Land	470,232	470,232
Buildings and improvements	2,654,509	2,635,693
Equipment	160,279	171,673
Construction in Progress	-	140,216
Total	3,291,020	3,417,814

5. Factors likely to have a potential Impact on Financial Position:

We do not anticipate any factors that will have a negative impact on our financial position. We expect to continue to achieve modest growth, are endeavoring to improve our competitive position with respect to economic development, and have attempted to anticipate our physical, personnel, and fixed asset needs for the future.

6. Governmental-Wide Financial Analysis

As noted earlier, net assets and net assets by category may serve over time as a useful indicator of government's financial position. In the case of the Housing Authority, assets exceeded liabilities by \$2,092,443 as of September 30, 2006.

The largest portion of the Housing Authority's net assets (88.4%) reflects its investments in capital assets (e.g., land, buildings, equipment, and improvements), less any debt used to acquire those assets that is still outstanding. The Housing Authority uses these capital assets to provide service to the residents; consequently these assets are not available for future spending and do not generate direct revenue for the Housing Authority. Although the Housing Authority's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)

Year Ended September 30, 2006

6. Governmental-Wide Financial Analysis

The Housing Authority's combined net assets, resulting from accrual basis transactions are shown with comparisons from the prior year.

Statement of Net Assets

	Business-Type Activities		Total Percentage of Change
	<u>2006</u>	<u>2005</u>	
Current and other assets			
Cash	\$ 177,667	\$169,812	5%
Accounts Receivable	34,387	3,181	981%
Prepaid, Other & Deferred charges	32,633	46,642	-30%
Capital Assets			
Land	470,232	470,232	0%
Buildings and improvements	4,723,308	4,568,486	3%
Equipment	422,503	376,307	12%
Construction in progress	-	140,216	-100%
Accumulated Depreciation	(2,325,023)	(2,137,427)	9%
Total Assets	\$ 3,535,707	\$ 3,637,449	-3%
Current Liabilities:			
Accounts payable	2,053	16,176	-90%
Accrued liabilities	4,168	29,555	-82%
Tenant security deposits	17,397	15,283	12%
Deferred credits	23,226	3,848	410%
Long term liabilities			
Loans- Due within one year	136,821	28,674	377%
Loans	1,259,599	1,296,067	-3%
Total Liabilities	1,443,264	1,388,402	4%
Fund Balance:			
Invested in capital assets net of related debt	1,894,600	2,093,073	-9%
Restricted fund balance	-	29,889	-100%
Unrestricted fund balance	197,843	126,085	57%
Total net assets	2,092,443	2,249,047	-7%

GRUNDY COUNTY HOUSING AUTHORITY
Morris, Illinois
Management's Discussion and Analysis (Unaudited)
Year Ended September 30, 2006

7. Debt Administration

At the end of the current fiscal year, the Housing Authority had a total loan and note payable of \$1,396,420. Of this amount is a mortgage with the United States Department of Agriculture which is a IHDA interest free loan of \$936,315. The following table provides a summary of the Housing Authority's total loan amounts for the year ended September 30, 2006 with comparative totals for the year ended September 30, 2005.

Outstanding Debt at Year End
Loans and Notes Payable

	Business-Type activities	
	2006	2005
Loan Payable	\$ 936,315	962,324
Note Payable	352,105	354,917
Note Payable	108,000	7,500
Totals	\$ 1,396,420	1,324,741

GRUNDY COUNTY HOUSING AUTHORITY

Statement of Net Assets
as of September 30, 2006

	Business-Type Activities	
	Enterprise Fund	Total
<u>Assets</u>		
Cash	\$ 177,667	177,667
Accounts Receivable	34,387	34,387
Inventory	200	200
Prepaid and deferred charges	32,433	32,433
Capital Assets		-
Land	470,232	470,232
Buildings and improvements	4,723,308	4,723,308
Equipment	422,503	422,503
Construction in progress	-	-
Accumulated Depreciation	(2,325,023)	(2,325,023)
Total assets	\$ 3,535,707	3,535,707
<u>Liabilities</u>		
Current liabilities:		
Accounts payable	2,053	2,053
Accrued liabilities	4,168	4,168
Tenant security deposits	17,397	17,397
Deferred credits	23,226	23,226
Current portion of long-term debt	136,821	136,821
Total current liabilities	183,665	183,665
Long term liabilities	1,259,599	1,259,599
Total liabilities	\$ 1,443,264	\$ 1,443,264
<u>Housing Authority Net Assets</u>		
Invested in capital assets, net of related debt	1,894,600	1,894,600
Restricted net assets	-	-
Unrestricted	197,843	197,843
Total net assets	\$ 2,092,443	\$ 2,092,443

The Notes to Financial Statements are an integral part of this statement.

GRUNDY COUNTY HOUSING AUTHORITY

Statement of Revenue, Expenses and Changes in Net Assets
For the Year Ended September 30, 2006

	Business-Type Activities	
	Enterprise Fund	Total
REVENUES		
Rent	\$ 387,516	387,516
Grants:		
Rental assistance grants	28,805	28,805
Operational grants	197,869	197,869
Capital grants	8,851	8,851
Investment and interest income	4,429	4,429
Management fees	5,230	5,230
Fees for service	20,199	20,199
Other	40,004	40,004
Total Revenue	692,903	692,903
EXPENSES		
Operational services:		
Administration	365,739	365,739
Maintenance	162,176	162,176
General services:		-
Insurance	22,982	22,982
Interest expense	12,949	12,949
Payment in lieu of taxes	77,384	77,384
Depreciation	187,593	187,593
Other	20,684	20,684
Total Expenses	849,507	849,507
Change in net assets	(156,604)	(156,604)
Net assets (deficit) at beginning of year	2,249,047	2,249,047
Net assets (deficit) at end of year	<u>\$ 2,092,443</u>	<u>\$ 2,092,443</u>

The Notes to Financial Statements are an integral part of this statement.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Statement of Cash Flows
For the Year Ended September 30, 2006

	2006
Cash Flows from operating activities	
Rent	\$ 387,516
Grants	235,525
Investment and interest income	4,429
Fees for service	40,004
Other	25,429
Administration	(365,739)
Maintenance	(162,176)
General services	(133,996)
Less:	
(Increase) decrease in prepaid expense	12,496
(Increase) decrease in accounts receivable	(31,206)
(Increase) decrease of inventory	1,513
Plus increase (decrease) in accounts payable	(17,945)
Plus increase (decrease) in other accrued liabilities	1,128
Net cash provided by operating activities	(3,022)
Cash Flows from investing activities	
Purchase of assets	60,801
Net cash used in investing activities	60,801
Cash Flows from financing activities	
Loan proceeds	108,000
Loans paid	36,322
Net cash provided (used) in financing activities	71,678
Cash at beginning of year	169,812
Cash at end of year	\$ 177,667
Reconciliation of operating income (loss) to net cash provided by operating activities:	
Operating income (loss)	\$ (156,604)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:	
Depreciation expense	187,593
Change in assets and liabilities	(34,011)
Net cash provided by operating activities	\$ (3,022)

The Notes to Financial Statements are an integral part of this statement.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 1: Summary of Significant Accounting Policies

A. Organization –

The Grundy County Housing Authority (The Authority) is a non-profit corporation, which was organized under the laws of the State of Illinois to provide Low-Rent housing for qualified individuals in accordance with the rules and regulations prescribed by the Department of Housing and Urban Development (HUD) and other Federal Agencies.

Low Rent Public Housing – Low income housing apartment developments. Funding for the developments was acquired through advances from HUD. The objective of the program is to provide decent, safe, and sanitary housing and related facilities for eligible low-income families and the elderly through the Public Housing Authority, Grants are made by HUD to the Authority on the basis of housing needs to ensure the lower income character of the developments operated by the Authority.

Debt incurred by the Authority is not an obligation of the County; the County does not review or approve the Authority's budget, is not entitled to any surplus funds generated by the Authority's operations and is not responsible for any deficits incurred by the Authority. Consequently, in accordance with evaluating the criteria set forth in Section 2100 and 2600 of the Governmental Accounting Standards Board Codification, management has concluded that the Grundy County Housing Authority is a separate reporting entity.

B. Method of Accounting –

The Authority policy is to prepare its general purpose financial Statements in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the authoritative standard-setting body for the establishment of governmental accounting and financial reporting principles. The more significant of these accounting policies follow.

The Authority uses the economic resources measurement focus. Accordingly, all assets and liabilities are recorded on the balance sheet. The reported equity is segregated into contributed capital and retained earnings components. Contributed capital represents equity acquired through HUD grants and capital contributions from other sources. Operating Statements present increases (revenues) and decreases (expenses) in Fund Equity. The full accrual basis of accounting is used. Revenues are recognized when they are earned and become measurable and expenses are recognized when incurred, if measurable.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 1: Summary of Significant Accounting Policies (continued):

B. Method of Accounting – (continued)

The records of the Housing Authority are maintained on an accrual basis in accordance with the accounting procedures prescribed by the Department of Housing and Urban Development as outlined in the Low-Rent Housing Accounting Handbook, HM 7510.1. The accrual basis of accounting recognizes revenues when earned and expenses are recorded when incurred.

All significant activities and organizations which the Authority exercises oversight responsibility have been included in the Authority's financial Statements, for the year ended September 30, 2006. This report includes all of the services provided by the Authority to residents within its boundaries. In evaluating the Authority's reporting entity, in accordance with GASB Statement No. 14, the Authority has included all organizations that make up the Authority's legal entity.

The following criteria regarding manifestation of oversight were considered by the Authority in its evaluation of the Authority organizations and activities:

Financial interdependency – The Authority is responsible for its debts and is entitled to surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Authority.

Appointment of the government authority – An independent Board of Commissioners, appointed by the local government, is responsible for the activities, related to low-rent housing within that community.

Designation of the Executive Director – The Board of Commissioners has decision-making responsibility and the power to designate an Executive Director who administers Authority policies.

Ability to significantly influence operation – The Board of Commissioners has the responsibility to significantly influence operations. This authority includes, but is not limited to, adoption of the budget, control over all assets, including facilities and properties, signing contracts, and developing the programs to be provided.

Accountability of fiscal matters – The responsibility and accountability over all funds is vested in the Board of Commissioners and its designated Executive Director.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 1: Summary of Significant Accounting Policies (continued):

B. Method of Accounting – (continued)

Component Units – Consistent with applicable guidance, the criteria used by the Authority to include component units within its reporting entity are financial accountability and the nature and significance of the relationship. The Authority includes organizations as component units under the following financial accountability criteria:

1. Organizations for which the Authority appoints a voting majority of the organizations' governing body and for which (a) the Authority is able to impose its will on the organization or (b) there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the Authority.
2. Organizations that is fiscally dependent on the Authority. Fiscal dependency is established, if the organization is unable to adopt its budget, establish rates or charges, or issue debt, without approval by the Authority.

Following is a brief description of the component units meeting the above criteria that are included in the Public Housing Authority's (PHA) financial reporting entity.

The Authority created the Grundy Development Corporation, (Component Unit) an Illinois Not-For-Profit Corporation. The Corporation was created for the purpose of developing housing within Grundy County. Three PHA Commissioners make up the Corporation's Board. The Corporation purchased 2 parcels of land. The land will be used to develop 2 housing communities to benefit low-income individuals.

Although it is legally separate from the Grundy County Housing Authority, the Grundy Development Corporation is reported as a blended unit because its sole purpose is to develop housing within Grundy County. A component unit is reported as a blended unit versus a discrete presentation when the component unit's governing body is substantively the same as the governing body of the primary government and the component unit provides services entirely, or almost entirely, to the primary government or other wise exclusively, or almost exclusively, benefits the primary government even though it does not provide services directly to it. The component unit has a September 30 year-end. Complete financial statements of the component unit are included in this audit report.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 1: Summary of Significant Accounting Policies (continued):

B. Method of Accounting – (continued)

Construction funds and permanent financing came from a \$1,040,350 loan from the Illinois Housing Development Authority (IDHA) at 0% interest with a maturity date of November 1, 2042. The unpaid amount at September 30, 2006 was \$936,315. The proceeds were obtained through the IDHA Trust Fund, which is funded through the State's real estate transfer fees. The loan is paid at \$2,167.40 per month through its maturity. In August, 2003 the Housing Authority obtained \$357,582 in loans from the United States Department of Agriculture for a rural housing development. The unpaid amount at September 30, 2006 was \$352,105. In May 2006, the Housing Authority obtained a \$108,000 loan from the Grundy Bank with an interest rate of 5.5%. The loan matures on May 17, 2007, the entire principal due at that time.

	<u>Current</u>	<u>Long-term</u>	<u>Total</u>
IDHA Loan	\$ 26,009	910,306	936,315
USDA Loan	2,812	349,293	352,105
Grundy Bank Loan	<u>108,000</u>	<u>0</u>	<u>108,000</u>
Total	<u>\$ 136,821</u>	<u>1,259,599</u>	<u>1,396,420</u>

C. In fiscal year 2004 the Authority implemented the following new accounting standards issued by GASB:

Statement 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments.

Statement 37, Basic Financial Statements – and Management's Discussion and Analysis for State and Local Governments: Omnibus.

Statement 38, Certain Financial Statement Note Disclosures.

Statement 34, as amended by Statement 37, establishes new financial reporting requirements for state and local governments. It requires new information and also restructures much of the information that has historically been reported. The major restructuring is in the characterization of the equity accounts and changes in the presentation format. Statement 38 requires more detailed note disclosures when Statement 34 is implemented.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 1: Summary of Significant Accounting Policies (continued)

D. Fund Type

The Authority uses enterprise fund accounting to account for its financial position and results of operations. The enterprise fund type was used because the Authority's operations are financed and operated in a manner similar to private business enterprises – where the intent of the Authority is that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered through user charges. The Authority includes the following programs in their one enterprise fund.

- Low Rent Public Housing. This is the primary operating program.
- Rural Rental. This program accounts for transactions not part of the HUD Low Rent Program.
- Capital. This program is used to account for transactions relating to grants-capital and operating.
- Component Unit. The component unit accounts for transactions relating to housing development.

E. Land, Structures and Equipment (fixed assets)

The accounting and reporting treatment applied to the fixed assets associated with the financial Statements are determined by the Authority's measurement focus and are accounted for in the Authority's enterprise fund.

Fixed assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their estimated fair value on the date donated.

Depreciation of all exhaustible fixed assets is charged as an expense against their operations. Accumulated depreciation is recorded on the balance sheet, using the straight-line method.

Note 2: Cash and Investments—

Statutes authorize the Housing Authority to invest in certificates of deposit, money market funds, United States government securities and repurchase agreements fully collateralized by United States government securities.

All cash and investments are entirely insured or collateralized. The Department of Housing and Urban Development requires financial institutions to secure the PHA's deposits by pledging government securities as collateral. The Housing Authority may waive the collateral requirements that are fully insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC) or other equivalent insurance coverage.

At September 30, 2006 the carrying amount of the Housing Authority's deposits was \$177,567 and the bank balance was \$193,344. The deposits are categorized in accordance with risk factors created by governmental reporting standards.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 2: Cash and Investments—(continued)

	Carrying Amount	Bank Balance
Category #1	\$ -	-
Category #2	177,567	193,344
Category #3	-	-
	\$ 177,567	193,344

Category #1 includes deposits, which are uncollateralized, or for which the collateral is held by the financial institution's trust department, but not in the Authority's name.

Category #2 includes deposits covered by depositing insurance or collateral held by the Authority in the Authority's name.

Category #3 includes deposits, covered by collateral held by the financial institution's trust department in the Authority's name.

Note 3: Receivables –

All accounts receivable are shown net of an allowance for uncollectible amounts

Note 4: Prepaid expense and other deferred charges –

This classification includes the following accounts:

Miscellaneous	\$ 400
Accrued interest	1,176
Insurance/tax escrow	24,690
Prepaid insurance	6,367
	\$ 32,634

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 5: Long term assets –

Low-Rent:				
Land	\$195,975	-	-	195,975
Building	2,310,435	-	33,141	2,277,294
Furniture & Equipment	329,499	36,952	-	366,451
Leasehold Improvement	879,627	179,246	-	1,058,873
Capital Fund:				
Furniture & Equipment	26,139	-	15,969	10,170
Building	-	22,998	-	22,998
Construction in process	140,216	-	140,216	-
Rural Rental:				
Land	35,200	-	-	35,200
Building	281,362	-	-	281,362
Furniture & Equipment	6,825	3,694	-	10,519
Leasehold Improvement	28,240	5,138	-	33,378
Component Unit:				
Land	239,057	-	-	239,057
Furniture & Equipment	13,844	-	-	13,844
Leasehold Improvement	2,901	2,100	-	5,001
Building	1,065,921	-	-	1,065,921
Total	<u>5,555,241</u>	<u>250,128</u>	<u>189,326</u>	<u>5,616,043</u>
Accumulated Depreciation	<u>2,137,427</u>	<u>187,596</u>	<u>-</u>	<u>2,325,023</u>
Net Book Value	<u>\$3,417,814</u>	<u>62,532</u>	<u>189,326</u>	<u>3,291,020</u>

Note 6: Accounts payable –

Interest payable	\$ 666
Vendors payable	<u>\$ 1,387</u>
Total	<u>\$ 2,053</u>

Note 7: Accrued liabilities –

This classification includes the following accounts:

Short term accrued vacation	\$ 0
Prepaid rent	956
Miscellaneous	<u>3,212</u>
Total	<u>\$ 4,168</u>

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Notes to Financial Statements
Twelve Months Ended September 30, 2006

Note 8: Deferred Credits –

This classification includes the following accounts:

Payment in lieu of taxes	\$ 21,944
Miscellaneous	<u>1,282</u>
Total	<u><u>\$ 23,226</u></u>

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

SCHEDULE A

Combining Statement of Financial Position
September 30, 2006

	Low Rent Public Housing Program	Capital Fund Program	Rural Rental Program	Component Unit	Total
<u>Assets</u>					
Current Assets:					
Cash and investments - unrestricted	\$ 141,491	-	22,897	13,279	177,667
Cash and investments - restricted	-	-	-	-	-
Accounts Receivable - HUD	-	4,707	-	-	4,707
Accounts Receivable - Tenants net of allowance for doubtful accounts	464	-	1,034	-	1,498
Accounts Receivable - Interest	-	-	-	-	-
Accounts Receivable - Other	3,540	-	-	24,642	28,182
Inventory	200	-	-	-	200
Prepaid expenses and other deferred charges	6,892	-	108	25,433	32,433
Total Current Assets	152,587	4,707	24,039	63,354	244,687
Long Term Assets:					
Land	195,975	-	35,200	239,057	470,232
Buildings	2,277,294	20,272	314,740	1,065,325	3,677,631
Furniture & Equipment	385,370	12,770	10,519	13,844	422,503
Leasehold improvements	1,039,952	127	-	5,598	1,045,677
Construction in progress	-	-	-	-	-
Less accumulated depreciation	(2,190,978)	(3,029)	(32,188)	(98,828)	(2,325,023)
Total Long Term Assets	1,707,613	30,140	328,271	1,224,996	3,291,020
Total Assets	\$ 1,860,200	34,847	352,310	1,288,350	3,535,707
<u>Liabilities and Fund Balance</u>					
Current liabilities:					
Accounts payable	\$ -	-	2,053	-	2,053
Accrued liabilities	3,212	-	831	125	4,168
Tenant security deposits	12,590	-	2,697	2,110	17,397
Deferred credits	21,944	-	1,282	-	23,226
Current portion of long-term debt	-	-	2,812	134,009	136,821
Total Current Liabilities	37,746	-	9,675	136,244	183,665
Long term liabilities-other	-	-	-	-	-
Long term liabilities-capital assets	-	-	349,293	910,306	1,259,599
Due to (from) other funds	(83,793)	4,707	24,096	54,990	-
Total Liabilities	(46,047)	4,707	383,064	1,101,540	1,443,264
Net investment in capital assets	1,707,613	30,140	(23,834)	180,681	1,894,600
Restricted Net Assets	-	-	-	-	-
Unrestricted Net Assets (Deficit)	198,634	-	(6,920)	6,129	197,843
Total Net Assets	1,906,247	30,140	(30,754)	186,810	2,092,443
Total liabilities and fund balance	\$ 1,860,200	34,847	352,310	1,288,350	3,535,707

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

SCHEDULE B

Combining Statement of Activities and Changes in Net Assets
For the Year Ended September 30, 2006

	Low Rent Public Housing	Capital Fund Program	Rural Rental	Component Unit	Total
<u>Operating revenues</u>					
Dwelling rental	\$ 275,710	-	29,083	82,723	387,516
Rental assistance grant	-	-	28,805	-	28,805
HUD PHA operating subsidy	120,809	77,060	-	-	197,869
Capital grant	-	8,851	-	-	8,851
Interest on unrestricted investments	2,944	-	151	1,334	4,429
Miscellaneous revenue	-	-	1,182	38,822	40,004
Management fees	-	-	-	5,230	5,230
Other fees for services	20,199	-	-	-	20,199
Total operating revenues	419,662	85,911	59,221	128,109	692,903
<u>Operating Expenses</u>					
Administrative:					
Administrative salaries	131,963	-	-	-	131,963
Payroll expenses	10,345	-	-	-	10,345
Audit	3,200	-	-	-	3,200
Compensated absences	-	-	-	-	-
Employee benefits	43,993	-	-	-	43,993
Other administrative	64,458	-	4,178	9,946	78,582
Tenant services	9,716	-	-	-	9,716
Utilities	71,901	-	6,206	9,833	87,940
Total administrative expense	335,576	-	10,384	19,779	365,739
Maintenance operations:					
Maintenance wages	59,039	-	2,275	9,850	71,164
Maintenance materials and supplies	18,977	-	4,453	1,776	25,206
Other maintenance expense	29,485	11,890	4,673	3,085	49,133
Employee benefits and payroll taxes	15,851	-	236	586	16,673
Total maintenance expense	123,352	11,890	11,637	15,297	162,176
General expense:					
Insurance	20,505	-	-	2,477	22,982
Interest	-	-	10,786	2,163	12,949
Payments in lieu of taxes	21,944	-	11,297	44,143	77,384
Bad debt (recovery)	-	-	-	-	-
Other expense	7,117	-	13,186	381	20,684
Total general expense	49,566	-	35,269	49,164	133,999
Total expense	508,494	11,890	57,290	84,240	661,914
Non-operating Revenues (Expenses):					
Depreciation expense	146,864	2,562	9,899	28,268	187,593
Total Non-operating revenue (expense)	146,864	2,562	9,899	28,268	187,593
Net Income (Loss) before transfers	(235,696)	71,459	(7,968)	15,601	(156,604)
Transfers	202,420	(202,420)	-	-	-
Net assets at beginning of year	1,939,523	161,101	(22,786)	171,209	2,249,047
Net assets at end of year	\$ 1,906,247	30,140	(30,754)	186,810	2,092,443

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS
LOW RENT PUBLIC HOUSING

SCHEDULE C

Statement of Activities and Changes in Net Assets
For the Periods Indicated

	Year Ended September 30,	
	2006	2005
<u>Operating revenues</u>		
Dwelling rental	\$ 275,710	274,908
HUD PHA operating subsidy	120,809	120,247
Interest on general fund investments	2,944	1,713
Other fees for services	20,199	19,041
Total operating revenues	419,662	415,909
 <u>Operating Expenses</u>		
Administrative:		
Administrative salaries	131,963	126,056
Payroll expenses	10,345	10,564
Audit	3,200	2,400
Compensated absences	-	(6,988)
Employee benefits	43,993	32,306
Other administrative	64,458	56,024
Tenant services	9,716	7,389
Utilities:		
Telephone/garbage	15,535	-
Water	14,790	12,920
Electricity	23,971	14,763
Gas heat	17,605	22,128
Total administrative expense	335,576	277,562
Maintenance operations:		
Maintenance wages	59,039	49,005
Maintenance materials and supplies	18,977	20,124
Maintenance-contractual	29,485	24,353
Employee benefits	15,851	19,360
Total maintenance expense	123,352	112,842
General expense:		
Insurance	20,505	20,132
Payments in lieu of taxes	21,944	22,510
Other expense	7,117	(619)
Total general expense	49,566	42,023
 <u>Non-operating Revenues (Expenses):</u>		
Depreciation expense	146,864	136,099
Total Non-operating revenue (expense)	146,864	136,099
Total expense	655,358	568,526
 Net Income (Loss) before transfers	(235,696)	(152,617)
Transfer from Capital Fund Program	202,420	129,195
Net assets at beginning of year	1,939,523	1,962,945
Net assets at end of year	\$ 1,906,247	1,939,523

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS
CAPITAL FUND PROGRAM

Statement of Revenues, Expenses, and Changes in Net Assets
For the Periods Indicated

	Year Ended September 30,	
	2006	2005
<u>Operating revenues</u>		
HUD PHA operating subsidy	\$ 77,060	64,191
Capital grant	8,851	98,763
Total operating revenues	85,911	162,954
<u>Operating Expenses</u>		
Other expenses	11,890	15,043
Total operating expenses	11,890	15,043
<u>Non-operating Revenues (Expenses):</u>		
Depreciation expense	2,562	4,673
Total Non-operating revenue (expense)	2,562	4,673
Net Income (Loss) before transfers	71,459	143,238
Transfer to Low Rent Public Housing	(202,420)	(129,195)
Net assets at beginning of year	161,101	147,058
Net assets at end of year	\$ 30,140	161,101

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS
RURAL RENTAL

Statement of Activities and Changes in Net Assets
For the Periods Indicated

	Year Ended September 30,	
	2006	2005
<u>Operating revenues</u>		
Dwelling rental	\$ 29,083	\$ 23,422
Rental assistance	28,805	14,075
Interest	151	-
Miscellaneous	1,182	1,289
Total operating revenues	<u>59,221</u>	<u>38,786</u>
<u>Operating Expenses</u>		
Other operating expense	4,178	3,438
Maintenance salaries	2,275	10,243
Payroll taxes	236	811
Water	4,774	4,224
Electricity	1,432	1,328
Maintenance materials and supplies	4,453	1,376
Maintenance-contractual	4,673	3,663
Management fee	13,186	7,518
Interest expense	10,786	8,211
Payments in Lieu of Real Estate taxes	11,297	-
Total operating expenses	<u>57,290</u>	<u>40,812</u>
<u>Non-operating Revenues (Expenses):</u>		
Depreciation expense	<u>9,899</u>	<u>9,679</u>
Total Non-operating revenue (expense)	<u>9,899</u>	<u>9,679</u>
Net Income (Loss) before transfers	(7,968)	(11,705)
Net assets at beginning of year	<u>(22,786)</u>	<u>(11,081)</u>
Net assets at end of year	<u>\$ (30,754)</u>	<u>(22,786)</u>

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS
COMPONENT UNIT

Statement of Activities and Changes in Net Assets
For the Periods Indicated

	Year Ended September 30,	
	2006	2005
<u>Operating revenues</u>		
Dwelling rental	\$ 56,810	\$ 60,527
Closing proceeds	25,913	-
Investment income	1,334	809
Management fees	5,230	3,518
Miscellaneous	38,822	7,310
Total operating revenues	128,109	72,164
<u>Operating Expenses</u>		
Other operating expense	9,946	13,086
Maintenance salaries	9,850	12,900
Payroll taxes	586	1,008
Water/garbage	4,331	3,583
Electricity	1,829	1,751
Gas heat	3,673	3,359
Maintenance materials and supplies	1,776	335
Maintenance-contractual	3,085	2,343
Interest expense	2,163	-
Insurance	2,477	2,385
Real estate taxes	44,143	15,268
Other expenses	381	796
Total operating expenses	84,240	56,814
<u>Non-operating Revenues (Expenses):</u>		
Depreciation expense	28,268	28,251
Total Non-operating revenue (expense)	28,268	28,251
Net Income (Loss) before transfers	15,601	(12,901)
Net assets at beginning of year	171,209	184,110
Net assets at end of year	\$ 186,810	171,209

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2006

<u>Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Award Amount Received</u>	<u>Award Amount Expended</u>	<u>Non- major Program</u>
US Department of HUD:				
Public Housing				
Capital Fund:				
Capital Grant	14.872	\$85,911	85,911	x
Rural rent assistance	10.415	28,805	28,805	x
Low Rent Operating Subsidy	14.850a	120,809	120,809	x
		<u>\$235,525</u>	<u>235,525</u>	

ECHOLS, MACK & ASSOCIATES, P.C.

Certified Public Accountants

CARRIE E. ECHOLS, CPA

TAWNYA R. MACK, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To The Board of Commissioners
Grundy County Housing Authority
Morris, Illinois

We have audited the financial statements of the Grundy County Housing Authority, Illinois as of and for the year ended September 30, 2006, and have issued our report thereon dated April 10, 2007. We conducted our audit in accordance with auditing standard generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Grundy County Housing Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grundy County Housing Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Grundy County Housing Authority's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Grundy County Housing Authority's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Grundy County Housing Authority's financial statements that is more than inconsequential will not be prevented or detected by the Grundy County Housing Authority's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be presented or detected by the Grundy County Housing Authority's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Grundy County Housing Authority's financial statements are free of material misstatement, we performed test of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our test disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, Grundy County Housing Authority Board of Commissioners, and others within the entity, Department of Housing and Urban Development, and is not intended to be and should not be used by anyone other than these specified parties.

Echols, Mack & Associates, P.C.

ECHOLS, MACK & ASSOCIATES, P.C.
Certified Public Accountants

Morris, Illinois
April 10, 2007

ECHOLS, MACK & ASSOCIATES, P.C.

Certified Public Accountants

CARRIE E. ECHOLS, CPA

TAWNYA R. MACK, CPA

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH
REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH
OMB CIRCULAR A-133

To The Board of Commissioners
Grundy County Housing Authority
Morris, Illinois

Compliance

We have audited the compliance of the Grundy County Housing Authority, Illinois, with the types of compliance requirements described in the U.S Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* that are applicable to each of its major federal programs for the year ended September 30, 2006. Grundy County Housing Authority, Illinois' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Grundy County Housing Authority, Illinois. Our responsibility is to express an opinion Grundy County Housing Authority Illinois' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards, generally accepted in the United State of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; issued by the U.S. Department of Housing and Urban Development; Office of Inspector General and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grundy County Housing Authority, Illinois' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Grundy County Housing Authority, Illinois' compliance with those requirements.

In our opinion, the Grundy County Housing Authority, Illinois complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 2006.

Internal Control Over Compliance

The management of the Grundy County Housing Authority, Illinois is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulation, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Grundy County Housing Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Grundy County Housing Authority, Illinois' internal control over compliance.

A *control deficiency* in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the Grundy County Housing Authority Illinois' ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the Grundy County Housing Authority, Illinois' internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Grundy County Housing Authority, Illinois' internal control

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, Grundy County Housing Authority Board of Commissioners, and the federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Echols, Mack & Associates, P.C.
ECHOLS, MACK & ASSOCIATES, P.C.
Certified Public Accountants

Morris, Illinois
April 10, 2007

ECHOLS, MACK & ASSOCIATES, P.C.

Certified Public Accountants

CARRIE E. ECHOLS, CPA

TAWNYA R. MACK, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SPECIFIC REQUIREMENTS APPLICABLE TO FAIR HOUSING AND NON-DISCRIMINATION

To The Board of Commissioners
Grundy County Housing Authority
Morris, Illinois

We have applied procedures to test the Grundy County Housing Authority, Illinois' compliance with Fair Housing and Non-Discrimination requirements applicable to its HUD-assisted programs, for the year ended September 30, 2006.

Our procedures were limited to the applicable compliance requirement described in the *Consolidated Audit Guide for Audits of HUD Programs* issued by the U.S. Department of Housing and Urban Development, Office of Inspector General. Our procedures were substantially less in scope than an audit, the objective of which would be the expression of an opinion on the Grundy County Housing Authority, Illinois' compliance with the Fair Housing and Non-Discrimination requirements. Accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance that are required to be reported herein under the Guide.

This report is intended for the information of management and the Department of Housing and Urban Development. However, this report is a matter of public record and its distribution is not limited.

Echols, Mack & Associates, P.C.

ECHOLS, MACK & Associates, P.C.
Certified Public Accountants

Morris, Illinois
April 10, 2007

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Auditee's Comments on Audit Resolution Matters
Relating to the HUD Programs

None.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Schedule of Findings and Questioned Costs

There were no current audit findings discussed with Housing Authority management during the course of this audit.

GRUNDY COUNTY HOUSING AUTHORITY
MORRIS, ILLINOIS

Corrective Action Plan

There were no current audit findings discussed with Housing Authority management during the course of this audit, therefore no corrective action plan is necessary.