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: Ansley Housing Authority
715 S. Main Street
Ansley, NE 68814

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: Ansley Housing Authority **PHA Number:** NE111

PHA Fiscal Year Beginning: (mm/yyyy) 01/2008

PHA Programs Administered:

☐ **Public Housing and Section 8** ☐ **Section 8 Only** X **Public Housing Only**

Number of public housing units: Number of S8 units: Number of public housing units: 20
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: Rick Ruzicka Phone: (308) 385-5530
TDD: Email (if available): hcha@charterinternet.com

Public Access to Information

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

X 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. X Yes ☐ No.
If yes, select all that apply:
X 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)
X 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
X 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
X 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.
X 6. Supporting Documents Available for Review
X 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
X 8. Capital Fund Program 5-Year Action Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

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

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:
Form HUD-50070, *Certification for a Drug-Free Workplace;*
Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and
Form SF-LLL &SF-LLLa, *Disclosure of Lobbying Activities*.

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

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

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

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. **No**

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. **No**

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. X 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 X 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 X 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): **N/A**

HOPE VI Revitalization Grant Status
a. Development Name: b. Development Number:
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☐ Activities pursuant to an approved Revitalization Plan underway

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

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

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

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

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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

2. Program Description:

a. Size of Program

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

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

b. PHA-established eligibility criteria

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

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

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

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

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

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

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

☐ Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

☐ Yes X 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 Nebraska

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)

X 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) Capital Fund Activity

☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below): The Ansley Housing Authority complies with the State of Nebraska Consolidated Plan

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**
	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;	5 Year and Annual Plans
X	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan*	Streamlined Annual Plans
	Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
	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
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
	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
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☐ 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
	Public housing rent determination policies, including the method for setting public housing flat rents. ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development. ☐ 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. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
	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
	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
		Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types ☐ Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Public housing grievance procedures ☐ Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs ☐ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
	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
X	Other supporting documents (optional) POLICIES!!!!!	Streamlined Annual Plans
	Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint 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: Ansley Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: NE26P11150108 Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

X**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				
3	1408 Management Improvements				
4	1410 Administration	$2,101			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	$18,911			
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)	$21,012			
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: Ansley Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: NE26P11150108 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2008		
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	Roof Replacement	1460	1	$10,000				
HA Wide	Boiler Replacement	1460	1	$8,810				
HA Wide	Administration	1410		$2,101				

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: Ansley Housing Authority	**Grant Type and Number** Capital Fund Program No: NE26P11150108 Replacement Housing Factor No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide	1/1/2010			1/1/2012			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name Ansley Housing Authority				☐**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 3 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2011 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2012 PHA FY: 2012
	Annual Statement				
HA Wide		Dwelling Structures	Dwelling Structures	Dwelling Structures	Dwelling Structures
HA Wide		Administration	Administration	Administration	Administration
HA Wide		Site Improvement	Management Improvements	Site Improvement	Dwelling Equipment
HA Wide				Non Dwelling Equipment	
CFP Funds Listed for 5-year planning		$21,012	$21,012	$21,012	$21,012
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 3 FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	HA Wide	Parking	9,476	HA Wide	Landscaping	8,476
Annual	HA Wide	Boiler Replacement	6,484	HA Wide	Boiler Replacement	6,484
Statement	HA Wide	Concrete	2,000	HA Wide	HVAC	1,500
	HA Wide	Plumbing	1,000	HA Wide	Plumbing	500
	HA Wide	Administration	2,052	HA Wide	Comm. Space Imp.	2,000
				HA Wide	Administration	2,052
Total CFP Estimated Cost			$21,012			$21,012

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 4 FFY Grant: 2011 PHA FY: 2011			Activities for Year: 5 FFY Grant: 2012 PHA FY: 2012		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
HA Wide	Interior Remodel	8,476	HA Wide	Appliance Repl.	6,000
HA Wide	Electrical	1,000	HA Wide	Boiler Replacement	6,000
HA Wide	HVAC	1,500	HA Wide	Flooring	1,500
HA Wide	Plumbing	500	HA Wide	Plumbing	500
HA Wide	Maint. Equip.	2,484	HA Wide	Painting	3,484
HA Wide	Administration	2,052	HA Wide	Administration	2,052
HA Wide	Parking	5,000	HA Wide	Electrical	1,476
Total CFP Estimated Cost		$21,012			$21,012

CAPITAL FUND PROGRAM

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

PHA Name: Ansley Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P111501-00 Replacement Housing Factor Grant No:	Federal FY of Grant: 2000

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
X Performance and Evaluation Report for Period Ending: 6/30/06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements			209.75	209.75
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement		18,372.00	18,372.00	18,372.00
10	1460 Dwelling Structures		2,124.13	2,124.13	2,124.13
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment		2,217.86	2,217.86	2,008.11
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				

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

PHA Name: Ansley Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P111501-00 Replacement Housing Factor Grant No:	Federal FY of Grant: 2000

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/06** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	26,731.00	22,713.99	22,713.99	22,713.99
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Ansley Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: NE26P00350100 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	
NE111	Computer, Software, Training	1475			2,008.11	2,008.11	2,008.11	Done
	Cement Work	1450			18,372.00	18,372.00	18,372.00	Done
	Toilets	1460			2,124.13	2,124.13	2,124.13	Done
	Management Improvements	HA Wide			209.75	209.75	209.75	Done
	Original			26,731.00				
	TOTAL			26,731.00	22,713.99	22,713.99	22,713.99	

CAPITAL FUND PROGRAM

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

PHA Name: Ansley Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P11150106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:** 2)
X **Performance and Evaluation Report for Period Ending: 6/30/07** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration		2,052.00	2052	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	21,264	18,476.00	0	0
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				

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

PHA Name: Ansley Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P11150106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:** 2)
X **Performance and Evaluation Report for Period Ending: 6/30/07** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	21,264	20,528	2052	0
22	Amount of line 21 Related to LBP Activities	0	0	0	0
23	Amount of line 21 Related to Section 504 compliance	0	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	0	0	0	0
25	Amount of Line 21 Related to Security – Hard Costs	0	0	0	0
26	Amount of line 21 Related to Energy Conservation Measures	0	0	0	0

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

PHA Name: Ansley Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: NE26P00350106 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	
NE111	Roofing	1460		15,264	18,476	0	0	Open
	Boiler Replacement	1460		6,000	0	0	0	Closed
	Administration	1410		0	2,052	2052	0	Open

ETHICS / FRAUD PREVENTION POLICY

PREFACE

The Ansley Housing Authority has established standards of conduct for its employees, management agents 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 policy will describe in detail the standards by which members of the Board of Commissioners, staff and management agents are to be held accountable. This policy will also set forth fraud prevention procedures that will assure the necessary and reasonable measures taken to prevent illegal and unethical behavior.

This policy 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 Ansley 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 this Policy 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, employee or management agent 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 Ansley Housing Authority, in establishing standards of conduct for its employees, management agents 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 or management agents. This includes the giving of gifts, money, tickets or any item or service having value of more than $25.00. It is understood that baked goods, promotions, etc. of less value than $25.00 are often appropriate and signs of appreciation. It has been determined by the Board of Commissioners that any gift, regardless of value, that is determined to be a personal inducement of any kind shall not be accepted. However, gifts of appreciation, promotions, etc. under the $25.00 value that are not inducements are acceptable.

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 has been determined by the Board of Commissioners that any gift, regardless of value, that is determined to be a personal inducement of any kind shall not be accepted. However, gifts of appreciation, promotions, etc. under the $25.00 that are not inducements are acceptable.

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.

This policy recognizes that fraud control and fraud control methods are essential elements in effective operation of a business as well as critical in maintaining the trust and confidence of the public served by the Ansley Housing Authority. Therefore, the controls described in this policy will provide assurances of the Ansley Housing Authorities commitment to fraud control and prevention.

1.0 TITLE

This shall be called the "Ansley Housing Authority Code of Ethics, Standards of Conduct & Fraud Control Policy."

2.0 APPLICABILITY

The provisions contained herein shall apply to all employees, management agents and the Board of Commissioners of the Ansley 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 and fraud control measures of their particular profession.

3.0 PURPOSE

This Policy establishes standards for employee, management agent 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, management agents 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 Policy further establishes procedures necessary for fraud control and prevention. These procedures will enhance detection of any fraud that may occur while also reducing the likelihood that such action is ever attempted.

This Policy is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's, management agent'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 and the Capital Fund.

"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.

"Client" shall broadly mean any applicant, resident, or program participant in any program operated by the Authority. Specifically, a "client" 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 City of Ansley Housing Authority.

“Management Agent” shall mean an employee or employees of an organization contracted to perform management services for 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.

5.0 ETHICAL STANDARDS FOR EMPLOYEES & MANAGEMENT AGENTS

No employee or management agent of the Ansley 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 or management agent 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 Ansley Housing Authority Procurement Policy; or

B. The contract between the person and the Authority is one in which the Authority employee or management agent has no interest, has no duties or responsibilities, or unless the contract with the person is one which the Authority employee or management agent entered into prior to working for the Authority.

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

No Authority employee or management agent 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 or management agent 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. Cash gifts of any amount shall not be accepted or received by any employee or management agent of the Ansley Housing Authority.

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

No Authority employee or management agent 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 clients 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 clients 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 client except in those cases where through action of law the client's knowledge is not required.

No Authority employee or management agent 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 Authority employee or management agent 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 persons hire by the Authority; the person discloses his or her interest in the contract prior to employment or contractual arrangement; and after employment or contractual arrangement, the employee or management agent 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 or management agent will not be affected by the contract.

No Authority employee or management agent 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.

Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee or management agent 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 Acting

Executive Director (Board President if the matter involves the executive director) to render judgement and assess any penalties if necessary.

If the Acting Executive Director (or Board President) renders judgment 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; he/she may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Authority or acting on the authorities behalf 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, management agent 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.

6.0 ETHICAL STANDARDS FOR COMMISSIONERS

The Board of Commissioners of the Ansley 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 and agents thereof. 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.

Any Commissioner with a potential conflict of interest issue will disclose such, in writing, to the local governing body as a matter of public record.

7.0 FRAUD CONTROL & PREVENTION

Oversight, accountability and proper controls are the key to fraud prevention. With this in mind the Ansley Housing Authority puts forth the following control measures to minimize potential fraud.

1. All expenses will be reviewed and approved by the Board of Commissioners. Any expenses in question will be investigated by the (Acting) Executive Director and/or Board Chairperson and finds will be fully disclosed to all Board Members.

2. Rental receipts will be received by persons other than those calculating rent and depositing / tracking rental receipts. This statement is not meant to preclude these persons from collecting rental receipts but instead requires that they not be the only person(s) to receive these payments.

3. Accounts will be balanced by more than one person (at least annually).

4. The Ansley Housing Authority will use a fee accountant as a control measure and rely on their internal controls to prevent fraud within their organization.

5. Maintenance work orders will be randomly monitored which will provide residents opportunities to disclose fraud.

6. The (Acting) Executive Director will review samples of files randomly to determine that applications, waiting lists, rental calculations and inspections were done in accordance with policy.

7. Bank reconciliations will be done by the Ansley Housing Authority agent, currently the Hall County Housing Authority. The agent will ensure that bank reconciliations are done monthly and will by done by more than one person at least once annually. This will provide for proper controls for the bank reconciliation.

8.0 REPORTING SYSTEM FOR SUSPECTED FRAUD

A. Employees of the Ansley Housing Authority or any agent thereof, shall immediately report any suspected fraud to the Executive Director or Acting Executive Director of the Ansley Housing Authority. If the employee is unable to report the suspected fraud to the Executive Director (or Acting) due to the nature of the suspected act, they should report this activity to the Ansley Board Chairperson. In the event that the employee is unable to report the suspected fraud to either of these individuals, the suspected fraud should either be reported, in writing to the remaining members of the Ansley Board of Commissioners or absent this option, to the Department of Housing & Urban Development, Omaha Office attention Debra Lingwall.

B The Executive Director (or acting) should be responsible for the necessary investigation and any subsequent discipline for any suspected fraudulent activity involving an AHA employee or agent. If the suspected fraud involves a member of the Ansley Board of Commissioners, the executive Director should report this suspected activity to the Ansley Chairperson who would in that case be responsible to lead the investigation. Lacking this option, the executive Director should report the suspected fraud to the Vice Chair or the Board in full. If this is not a reasonable option either due to the nature of the violation the Executive Director would contact the Department of Housing & Urban Development, Omaha Office, attention Debra Lingwall.

C. Any Ansley Board Members who are aware of any suspected fraud should inform the Executive Director (or acting) of their suspicions immediately. Lacking this option, the Board Member should request an Executive Session at the next meeting, or request an emergency meeting depending upon the situation, and discuss their suspicions with the full board. At his point the Chair or the Vice Chair would lead any investigation and be responsible for any disciplinary action. If this is not a viable alternative, the Ansley Board Member should contact the Department of Housing & Urban Development, Omaha Office attention Debra Lingwall.

“ONE STRIKE & YOU’RE OUT” POLICY

I. Introduction

On March 28, 1996, President Clinton issued an executive order requiring the implementation of screening procedures and immediate eviction or termination of assistance from federally funded housing programs of persons who engage in drug related or serious criminal activity. President Clinton directed HUD to issue national guidelines to enforce this policy through tenant screening and lease agreements.

In response to that executive order, the Ansley Housing Authority (AHA) has adopted a "One Strike & You’re Out" policy.

II. Applicant Screening

All applicants, including all members of the family 18 years or older, will be screened for suitability of tenancy as stated in the Admissions and Continued Occupancy Policy. A family will be denied housing opportunities if the following apply:

A. Drug-related Criminal Activity

Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, or use a controlled substance.

B. Alcohol Abuse

Alcohol abuse is defined as reasonable cause to believe that a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises shared by other residents.

C. Serious Criminal Activity

Serious criminal activity is defined as any crime which is of a violent, sexual, or drug related nature. Any crime that is considered a felony by law enforcement agencies will also be considered as serious criminal activity.

If a member of a family has engaged in any of the above definitions within the last 5 years, they will be denied. Certain violations such as a conviction of manufacturing or producing Methamphetamine will result in lifetime housing denials (see Admissions & Continued Occupancy Policy).

Any applicant family that is deemed ineligible as a result of the Ansley Housing Authority’s screening process shall be afforded the opportunity for an informal review pursuant to the established policy.

III. Tenant Eviction

A. It is the policy of the Ansley Housing Authority that public housing programs shall not be available to tenants or members of their households who engage in criminal activity or who have guests or other invitee who engage in such activity. To this end, tenant hereby covenants and agrees as follows:

B. During the term of his or her tenancy hereunder, tenant shall not engage in any criminal activity whether the activity occurs on the leased premises, on or near the development or in any other location whatsoever; and

C. During the term of his or her tenancy, no member of tenant's household that resides with the tenant during the term hereof, whether a minor or an adult, shall engage in any criminal activity, whether that activity is on the leased premises, on or near the housing development of which the leased premises are a part, or in any other location whatsoever. It shall be presumed that any individual who is listed on this lease as a member of tenant's household, or who otherwise is listed in management's files as a member of tenant's household as tenant's guest and who engages in any criminal activity resides with tenant unless tenant before the date of any incident giving rise to criminal activity, shall have specifically informed management, in writing, that said individual is no longer a member of his or her household and no longer resides upon the leased premises; and

D. For purposes of this covenant, criminal activity shall include, but not be limited to any of the following serious misconduct.

1. Physical assault or the threat of physical assault to any person whatsoever;

2. Illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon.

3. Illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid prescription or order by a practitioner as defined by (21) of section 28-401 of the laws of the State of Nebraska, while acting in the course of his or her professional practice;

4. Sexual molestation, debauchery of a minor, prostitution and other similar related serious misconduct.

5. Inviting a known banned person onto the property by a resident is grounds for lease termination and eviction from the premises. A list of such persons is printed at the Administrative office.

6. If AHA determines that a tenant's excessive use or habitual misuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, the AHA may terminate the lease.

Compliance with this covenant is a material condition for continued occupancy of the leased premises by the tenant, and any breach of this covenant by tenant shall be cause for termination of this lease and eviction from the premises. If the AHA believes, in good faith, that a breach of this covenant has occurred, it may terminate this tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or

2. Whether or not the tenant had any knowledge in fact, of criminal activity engaged in by a member of said tenant's household or of any guests or invitee of said tenant or of a member of said tenant's house hold.

For purposes of this covenant, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other tenants or employees of AHA. Notwithstanding the foregoing, however, it shall be AHA's duty, in any eviction or termination proceedings to prove by preponderance of evidence that a breach of this covenant has occurred.

Note: A preponderance of evidence does not require an arrest and/or conviction for criminal activity. It is only necessary that the Ansley Housing Authority have enough credible information that a strong indication of; or a history of criminal behavior. Determinations of ineligibility are “civil” rather than “criminal” matters, therefore, “proof beyond reasonable doubt” is not required in order to make determinations of ineligibility or eviction under this policy.

PET POLICY

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.

PETS IN PUBLIC HOUSING BUILDINGS

The Ansley Housing Authority will allow indoor dogs, no more than 16 inches high (as projected to adult size – listing compiled by AHA). Indoor cats, birds and fish will also be allowed in these designated projects.

Any dog, regardless of size, that exhibits aggressive behavior will not be allowed.

Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Ansley Housing Authority harmless from any claims caused by an action or inaction of a pet.

APPROVAL

Residents must have the prior approval of the Ansley Housing Authority before moving a pet into their unit. Residents must request approval from AHA by filling out a Pet Ownership form prior to pet ownership or move-in. Further, a picture of the pet must be given to HCHA so the pet can be identified in the event it is running loose.

TYPES AND NUMBER OF PETS

The Ansley Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units (see Section 20.2). All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one (1) cat or dog per unit allowed.

Two birds are allowed per unit provided they are in a cage.

Fish are limited to a 10 gallon tank.

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

Birds cannot exceed 6 inches in height.

Fish cannot be carnivorous.

No animal may exceed twenty (20) pounds in weight projected to full adult size.

Owners may not have more than one type of pet at a time. For example, a tenant may not own a cat and a fish.

INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. AHA will give an owner 14 days to register their pet upon ownership. Residents must responsibly own their pets in accordance with all applicable state and local public health, animal control, and animal anti-cruelty laws and regulations including any licensing requirements. A certification signed by a veterinarian or state or local official shall be annually filed with the Ansley Housing Authority to attest to the inoculations and licensing.

PET DEPOSIT

A pet deposit of $2*00.00* is required for all cat and dog owners at the time of registering the pet. Owners of birds and fish must pay a $50.00 pet deposit at time of registration. 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.

Pet Deposits must be paid in full upon move-in. Payment arrangements may be made with the administrative office if good cause is presented. AHA will determine good cause on a case-by-case basis. A pet deposit payment plan will never exceed three months and will not be made if there is outstanding debt currently owed to AHA.

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 Ansley Housing Authority reserves the right to exterminate and charge the resident.

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

Pets that make noise continuously and/or incessantly for a period of 30 minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

DESIGNATION OF PET AREAS

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

With the exception of assistive animals no pets shall be allowed in the community room, laundry room, public bathroom, hallway or office other than designated areas.

MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, the AHA 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 pets 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.

Residents owning dogs shall clean up after their pet immediately after a bowel movement is made and will properly dispose of such waste.

Residents owning fish will clean the tank as often as necessary to ensure a safe aquatic environment for the fish as well as an odor free environment in the apartment.

Residents owning birds will take necessary precautions to ensure bird droppings are not landing on AHA flooring. All reasonable care will be taken to clean cages of pet waste, food and other hazards on a regular and timely basis.

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 pets 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.

All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without the permission of AHA.

VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for 8 hours per day but no more than 40 hours in a 12 month period. Visiting pets may not stay overnight without written approval from the Ansley Housing Authority. 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.

REMOVAL OF PETS

The Ansley Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pets 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 Ansley 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.

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT**: The parties to this Lease are The Ansley Housing Authority (AHA), 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**	**S. S. N.**	**Sex**	**Relationship**
_____	_____	_____	____	_____
_____	_____	_____	____	_____

   Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults (age 19 or over) 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.

2. **LEASE TERM**: This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease. Lease terms that begin in the middle of a month will end on the last day of the same month the following year.

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 formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

   This amount is due on the first day of each month at the Ansley Housing Authority (AHA) office or payment can be made to the Hall County Housing Authority office. The rent shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

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

non-payment of rent and a late charge will apply. Tenants responsible for returned checks will also be charged any bank fees associated with the return check.

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

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

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

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. Security Deposits must be paid in full before occupancy. Exceptions/Payment arrangements will be made on a case by case basis at the sole discretion of the Executive Director or designee.

Within 14 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit 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.

5. **EQUIPMENT**: The Ansley Housing Authority agrees to furnish the following equipment:
   a. Stove
   b. Refrigerator
   c. Window coverings/blinds
   d. Window air conditioner
   e. Washing machine and dryer

6. **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;
e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
f. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
g. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

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

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

7. **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.

8. **UTILITIES:** The Ansley 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:

ALL UTILITIES EXCEPT PHONE

The Resident agrees to pay for the following utilities:

$4.00 per month for a second refrigerator or freezer

Special charges may also be made for excess utility consumption for Tenant supplied appliances, repairs and similar matters as stated on the posted schedule in the AHA office. Special charges may be modified from time to time by the AHA provided that the AHA give at least thirty (30) days written notice to each affected tenant setting forth the proposed modification, the reason therefore, and providing the tenants opportunity to present written comments which shall be taken into consideration

by the AHA prior to any modification becoming effective. A copy of such notice shall be delivered personally or mailed to each tenant.

9. **RENT RECERTIFICATIONS**: Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

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

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

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

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

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

    a. A member has been added to the family through birth, adoption, or court-awarded custody, children up to the age of six (6) will be allowed on the lease.
    b. A household member is leaving or has left the family unit.
    c. A change in income of $400.00 per year

    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 6 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 the Department of Housing & Urban Development (HUD) concerning the amount or verification of family income, the communication shall be brought to the Ansley Housing Authority within 30 days.

11. **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, if possible.

b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

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

12. **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.

13. **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 unregistered or immobile vehicles on the property or park any vehicle in an unauthorized location; Abide by the Resident Parking Policy, attached to this lease, which becomes a part of this lease by reference.
h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
i. 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 (including parts and labor).
j. Abide by all other rules and regulations promulgated by the Hall County Housing Authority.

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.

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

a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
b. paint or install wallpaper or contact paper in the dwelling unit;
c. attach awnings or window guards in the dwelling unit;
d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
f. install or alter carpeting, resurface floors or alter woodwork;
g. install washing machines (excludes apartments with washer/dryer hook ups), dryers (see previous), fans, heaters, freezers, or air conditioners;
h. place any aerials, antennas or other electrical connections on the dwelling unit;
i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
j. operate a business as an incidental use in the dwelling unit.

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

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists. Work orders called in by residents will be considered consent to enter unless specifically expressed otherwise by said resident.

16. **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 and/or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes

eligible for a one bedroom dwelling unit, 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 within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must move due to 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.

17. **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 (three 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 or employees of the Authority;
m. failure to abide by the provisions of the pet policy;
n. Failure to abide by the provisions of the Community Service Policy;
o. any violent or drug-related criminal activity on or off the premises, not just on or near the premises by resident or resident's guest(s). This includes, but is not limited to, failing to abide by the "One Strike You're Out" Policy which by reference becomes a part of this lease;
p. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

q. failure to perform required community service or be exempted therefrom;
r. failure to allow inspection of the dwelling unit;
s. 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;
t. determination or discovery that a resident is a registered sex offender; or
u. any other good cause.

18. **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’s home or sent by certified mail, return receipt required. 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.

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

20. **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 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 the following 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.

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

22. **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 Ansley Housing Authority.

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

23. **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.

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.

24. **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.

25. **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.

26. **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, by reference, are part of this Lease.

Attachments:
- Community Room Policy
- Resident Parking Policy
- Pet Policy
- Grievance Policy
- "One Strike You're Out" Policy
- Community Service Policy
- Ban & Bar Policy

Signatures:

RESIDENT: 1) _____ _____
Date

2) _____ _____
Date

LANDLORD: _____ _____
Date