PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: __Housing Authority of the City of Bloomington_____ PHA Code: __IL051_____

PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): _01/2009_____

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: _____640_____ Number of HCV units: _____430_____

3.0 Submission Type

☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Capital Fund Grant has been revised to include work items for CFRG that is not contained in the original 2009 Annual Statement

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The PHA Plan and attachments are available for public inspection at the main administrative office.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3 Capital Fund Financing Program (CFFP).

☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0 Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. The Housing Authority of the City of Bloomington continues to strive and work toward meeting the mission and goals of the agency's 5-Year Plan. The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives. The mission of the HACB is to provide quality, affordable housing and self-sufficiency opportunities to low and moderate income citizens of McLean County. We continue to work toward achieving the goals established under the 5-Year Plan in 2005. Areas of accomplishments for FY 2008 include, but are not limited to, activities to promote economic self-sufficiency opportunities for the clients we serve. In 2008, the Housing Authority in conjunction with its partners provided several programs to residents to help them move closer towards achieving self-sufficiency. Literacy helps to build a strong foundation for residents to achieve their independence of government assistance. The Housing Authority received a grant from First Book to purchase books for the children in our after-school program. The on-site GED program continues to be a success. With funds from the Public Housing Neighborhood Network Grant and ROSS Family and Homeownership Grant the Housing Authority partnered with the Adult Literacy and GED Center to provide adult education and pre-GED classes to residents on-site. Childcare services are also provided at the on-site adult education location. The Bridging the Gap program assist resident in completing their GED or help others who have a GED by bridging the gap with educational and employment opportunities. The six week course help with career choices, job readiness skills and assist with college application, registration and academic advisement. The program had 23 success graduates complete the program. We continue to work closely with the local community college. Heartland Community College provides three Essentials Programs, Business, Information Technology and Manufacturing. The Essentials Programs are aimed to provide residents with the skills most desired by employers and necessary for personal as well as professional growth. The Business Essential Program is a 16 credit hour college office technology course that has been accredited by the Illinois Community College Board. Each graduate received a certificate from the state board. The Information Technology Essential Program is a comprehensive college level certificate program. The Information Technology course train residents for many jobs in the computer support specialist profession, including help desk positions and PC maintenance and repair. A new essential program is called the Manufacturing Essentials. This Heartland Community College course trains residents to become skilled machine operators and connects them with are employers. All of the essentials programs are 16 credit hour college level certificate programs that are accredited by the Illinois Community College Board. Residents receive textbooks, assistance with childcare, transportation and all the necessary classroom supplies and tools needed to help them succeed. There have been 10 successful graduates from the three Essential Programs. Other quality programs that were offered in 2008 are the Certified Nurse's Assistant program and, Money Management. The CAN program prepares residents to work as nursing assistants in nursing homes, hospitals and private homes. There have been 8 graduates from the CAN program at this time. Money Management has been added to our services because of the need to help residents achieve financial freedom. The curriculum offered through this program is "Fundamental of Banking & Finances". It is geared toward helping individuals and families get out of debt and have a successful financial plan for their homes. There have been 11 graduates from the Money Management program. The capital improvements projects continue to improve site conditions and the quality of life for residents. Accessibility work continues to be a priority in our renovation projects. Hurst-Roche, an architect and engineer firm certified 18 units renovated are in general compliance with the Americans with Disabilities Act, the Illinois Accessibility Code and the Uniform Federal Accessibility Standards. We also converted two family units into handicapped accessible at Holton Homes. We reconfigured an entire building to achieve accessibility standards in a 3 and 4 bedroom unit. The other units in the building were renovated and are one bedroom. The Housing Authority was again designated by HUD as a high performing agency last year for its Public Housing PHAS and Section 8 SEMAP assessments. We have also successfully converted our public housing operations into asset based management. The plans, statements, budget summary and policies all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach to otherwise provide high-quality housing to eligible participants in a cost-effective manner that also promotes self-sufficiency. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial Deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

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, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide 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 is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan**.**

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (**1**) Any programs relating to services and amenities provided or offered to assisted families; (**2**) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) **Homeownership**. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) **Project-based Vouchers**. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 **Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 **Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 **Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan**. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1**, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

Admissions and Continued Occupancy Policy
Proposed revisions effective 1-1-09

Changes in bold

See p. 9-10 – Information about how rents are determined

6. Determination of adjusted income - the amount of the income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions

a) Mandatory deductions

i. Elderly and disabled families - $400 for any families whose head or spouse is 62 years old or older

ii. $480 for each family member (other than head or spouse) who is a minor, or who is 18 or older and a full-time student or disabled.

iii. Medical expenses - the amount by which 3% of the annual family income is exceeded by the sum of unreimbursed medical expenses of any elderly family or disabled family; unreimbursed medical expenses of any other family if approved in appropriation Acts; and unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family to be employed. Necessary medical transportation will be allowed as an expense at the rate allowed by the Internal Revenue Service for medical transportation. (See definition)

iv. Childcare expenses - any reasonable child care expenses necessary to enable a member of family to be employed or to further his/her education including full-time vocational training, or to seek employment (See definition)

v. Minors, students, and persons with disabilities - $480 for each member of the family residing in the household (other than the head or spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.

vi. Child support payments - any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed $480 for each child for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.

vii. Spousal support expenses - any payment made by a family member for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded shall not exceed the lesser of the amount that such family member has a legal obligation to pay, or $550 for each individual for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.

b) BHA permissive deductions - which will take effect ONLY AFTER 24 months of excluded income as in Chapter VI. D 6 d and c., i. e. in

the third year of employment. For those not affected by the 24 months of excluded income, the permissive deductions will take effect at the Annual Reexamination or interim review immediately after the deduction is reported.

i. Transportation to child care - for amounts over $25/month, but no more than $25/week.

ii. Medical insurance premiums for leaseholder and other family members on lease **if it is not already included as a medical deduction according to HUD regulations.**

iii. Social security taxes

See Appendix D Lease – ALL changes are minor rewording. Most of the revisions were made based on recommendations from our attorney and include some exact wording from HUD regulations instead of summarizing HUD regulations as had been done in the past. A few other changed were designating development numbers as AMP numbers and that type of updating. The only ones that could make a difference to residents are:

1. incorporate by reference the **Oxygen Fire Safety policy in Section IX. A. on p. 3 of the lease**
2. we used to allow residents to paint their apartments only if they used our paint. We no longer allow them to paint their apartments at all. That had been listed paragraph R. paint the interior of the dwelling when required with material and equipment furnished by the Authority."

We decided not to allow it any more for two major reasons 1-cost of the paint 2 – We had to spend a lot of time and money cleaning up the mess the tenants made when they painted.

3. Again the wording change is very small – we took out the word **criminal** in "Section IX. AGREEMENTS OF TENANT UPON OCCUPANCY OF THE DWELLING UNIT: II. **not engage in any (criminal) activity** that threatens the health, safety, or right to peaceful enjoyment of the BHA's premises by other residents, employees of the BHA, or any activity that threatens the health or safety of any other person. Not commit a felony, nor be fleeing to avoid prosecution or custody or confinement after conviction for a crime that is a felony under the laws of Illinois.

This was with the advice of our attorney because sometimes tenants have committed acts which met the criteria of this section, but were not considered "criminal" because the tenant had not been arrested. With this change, a tenant could be evicted because of the disturbance even if they were not arrested if it threatened the health safety or right to peaceful enjoyment.

Oxygen Fire Safety Policy of the Housing Authority of the City of Bloomington

PURPOSE: This policy has been developed to address the fire safety hazard related to residents who smoke or allow an open flame while using medical oxygen. This practice is an extremely dangerous fire hazard. Oxygen is not flammable, but it can cause other materials that burn to ignite more easily and to burn far more rapidly. The result is that a fire involving oxygen can appear explosive-like. Oxygen is of great benefit to those in need of oxygen therapy but it should always be handled with caution and awareness of the potential hazards.

SCOPE: The Oxygen Fire Safety Policy is in affect for all housing authority residents.

STATEMENT OF POLICY: It is the policy of the Housing Authority of the City of Bloomington to fully comply with, and to enforce the safety guidelines and quantity limits for the use of medical oxygen by residents of the housing authority.

SAFETY GUIDELINES: In order to prevent personal injuries and also to prevent the potential for a serious fire to housing authority property, the following safety guidelines must be complied with at all times.

- **Never smoke while using oxygen.**
- Warn visitors not to smoke near you when you are using oxygen.
- Post at least one **OXYGEN IN USE/NO SMOKING** sign in a prominent place at the entrance to your home.
- Stay at least five feet from gas stoves, candles, lighted fireplaces and other heat sources.
- Keep oxygen cylinders and vessels in a well-ventilated area (not in closets, behind curtains, or other confined spaces). The small amount of oxygen gas that is continually vented from these units can accumulate in a confined space and become a fire hazard.
- Secure oxygen cylinders and vessels to fixed object or place in a stand.
- Oxygen cylinders and vessels must remain upright at all times. Never tip an oxygen cylinder or vessel on its side or try to roll it to a new location.
- Always operate oxygen cylinder or container valves slowly. Abrupt starting and stopping of oxygen flow may ignite any contaminant that might be in the system.
- Turn the cylinder valve off when not using your oxygen.
- Only use a properly grounded wall outlet for your oxygen concentrator.
- Do not use extension cords for your oxygen concentrator.
- Do not place the electrical cord or oxygen tubing under rugs or furniture.
- Do not use any flammable products like cleaning fluids, paint thinner, or aerosol sprays while using your oxygen.
- Keep all grease, oil and petroleum products (even small amounts) and flammable materials away from your oxygen equipment. Some organic materials can react violently with oxygen if ignited by a hot spark.
- Use water-based lubricants on your lips and hands. Don’t use an oil-based product like petroleum jelly, petroleum based creams or lotions.

- Do not use bedding or clothes made of wool, nylon or synthetic fabrics as these materials have the tendency to produce static electricity. The use of cotton material bedding and clothes will avoid sparks from static electricity.
- Do not allow children or untrained individuals to handle or operate oxygen equipment.
- Always have your gas supplier's number handy.

QUANTITY LIMITS:

- Do not use individual compressed gas oxygen cylinders that exceed 250 cubic feet at normal temperature and pressure.
- Do not use liquid oxygen vessels that exceed 10 gallons.

POLICY REVIEW: Residents of the housing authority who violate the safety guidelines and quantity limits can be subject to eviction. This policy will be subject to review and modification.

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8. Visitors

a) Any person not listed on the lease who has been in the unit 3 consecutive days or fifteen days in a 365-day period, will be considered to be living in the unit as an unauthorized household member.

b) Absence of evidence of any other address <u>will</u> be considered verification that the visitor is a household member.

c) Statements from neighbors or BHA staff will be considered in making the determination of who lives in the household.

d) Use of the unit address as the visitor's current address for any purpose that is not explicitly temporary shall be construed as the permanent address of the visitor. This includes, but is not limited to use of address to receive mail, putting utilities at the address in the visitor's name, and informing police and other officials that the visitor lives at the leaseholders address.

e) The burden of proof that the individual is a visitor rests with the leaseholder.

f) The exception to this policy is where two assisted households legitimately share custody or familial visitation of a child or children in joint custody arrangements. They will be listed on the lease of the person who claims the children for IRS tax purposes, but will be allowed to stay at the other parent or guardian's unit during the time allotted in the custody arrangement.

STATEMENT OF FINANCIAL RESOURCES

The financial resources of the Housing Authority of the City of Bloomington during the plan year
(FY 2009) are:

Program	Source	Funds Used For	Amount
Low-rent Housing	Operating Subsidy (See Budget)	Normal Operations	$l,545,977
Low-rent Housing	Rents & Misc Charges (See Budget)	Normal Operations$	$1,107,066
Low-rent Housing	Capital Fund Program	Capital Improvements	$878,807
Low-rent Housing	Cap. Fund Recovery Grant	Capital Improvements	$1,112,396
Low-rent Housing	Resident Opportunity & Self-Sufficiency	Ross Grant	$166,667
Low-rent Housing	Congregate Housing Services Program	Congregate Living Services (See CHSP Grant)	$205,356
Housing Assistance	Section 8 Existing Program (See Budget)	Section 8 Certificates/Vouchers	$2,664,892
		TOTAL	$7,690,120

I. TENANT SELECTION

The design of the Tenant selection policy is: 1. to attain, to the maximum extent feasible, a tenant body in each project that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families; 2. to preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the project environment; 3. to give preference in selection of tenants to applicants who qualify for local preferences; and 4. to establish objective and reasonable policies for selection by the BHA among otherwise eligible applications.

A. Requirements for applications and waiting lists.

1. Applications

Preapplication form must be completed. Verification of information must be provided as requested. Application interview must be completed in person in the BHA office. Landlord information must be completed and references received. Criminal history and credit checks, and if appropriate, INS and drug treatment verifications will be completed. Home visit must be completed when warranted.

2. Waiting lists

Each applicant shall be assigned his/her appropriate place on a waiting list based on local preferences. The BHA will match the characteristics of the applicant's family with the type of unit available, e.g. number of bedrooms. In selecting a family for a unit that has special accessibility features, the BHA shall give preference to families that include persons with disabilities who can benefit from those features of the unit. At least 40% of all new move-ins will be reserved for families whose income does not exceed 30% of the median income. Families may be skipped on the waiting list if BHA is not moving in 40% of families below 30% of median income of if BHA needs a family of a different income level in order to achieve deconcentration of poverty in a certain development. Other than that, at a given time, the applicant first on the waiting list shall be offered a unit at the location that contains the largest number of suitable vacancies. If the applicant rejects the unit offered, he/she shall be moved to last place on the appropriate waiting list. An exception to this will be if there is verification of a legitimate reason to reject the unit.

3. Deconcentration Policy

The Housing Authority shall make every effort to deconcentrate families of certain income characteristics within the PHA complexes. To achieve this, the Housing Authority may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes. At this time the family developments have homogeneous average incomes. In 2003 the average incomes in the family units vary from $8043 to $11692 with a total average of $9784. As all average income for families is lower than 30% of the median income of our area our goal is to attract higher income residents at Evergreen.

We will offer incentives to any families who have incomes above 30% of the median income. These incentives will include a single person could rent a 2-bedroom apartment, each family member could have their own bedroom, and we could reduce the monthly rent by utilizing additional deductions when determining rent. Those additional deductions would include travel costs to work, uniforms, union dues, and income tax deductions. Incentives by the Housing Authority allow for the eligible family to have the sole discretion in determining whether to accept the incentive and the agency may not take any adverse action toward any eligible family for choosing not to accept these incentives. The skipping of a family on the waiting list to reach another family to implement this Deconcentration Policy shall not be considered an adverse action. As such, the Housing Authority will continue to accept applications and place the individuals on a waiting list. Selection will be made based on a combination of the local preferences and an income target mix. Any eligible family, who qualifies as a higher income family, may accept a dwelling unit assignment and be placed randomly into a vacant housing unit.

The Housing Authority will track the income mix within each project and housing site, as an effort to avoid a concentration of higher or lower income families in any one development.

A. Description of preference point system

(24CFR Part 960.206)

Number of points		Description of points
_____(3)	1.	Uninhabitable living situation due to disaster such as fire or flood within the past 90 days or homeless. A homeless family is a person or family that lacks a fixed, regular nighttime residence and also has a primary nighttime residence that is a public or private shelter designed to provide temporary living accommodations, or a public or private place not designed for or ordinarily used as a sleeping accommodations for humans. "Homeless" does not include a person who is incarcerated.
_____(2)	2.	Government action displacement such as code enforcement or public improvement by governmental body or agency or unit has been declared unfit for habitation by Government within the past 90 days. Domestic violence displacement: If the applicant has vacated a housing unit due to domestic violence, or lives in a housing unit with a person who engages in domestic violence, where domestic violence is defined as actual or threatened physical violence directed against one within the past 90 days.
_____(1)	3.	Action of housing owner displacement within the past 90 days- only if applicant cannot control or prevent owner's action, owner action occurs although applicant met all previously-imposed conditions of occupancy and action is not rent increase. Unit is dilapidated, has no operable indoor plumbing, no usable flush toilet or bathtub or shower inside the unit for exclusive use of family, or has no safe or adequate source of heat or electricity.

Can only get points from 1., 2., or 3. not a combination of those.

_____(1)	4.	Applicant pays and has paid for the past 90 days more than 50% of family income for rent which includes actual monthly amount due landlord and utility allowance for family-purchased utilities.
_____(10)	5.	Resident of Bloomington (not in shelter or homeless)
_____ (5)	6.	Resident of McLean County outside of Bloomington
_____(4)	7a.	Employed full time for over 30 hours per week for at least the past 90 days (*7a. 8, and 9 are mutually exclusive for any one individual. Each adult family member may qualify for up to 4 points for a household total of 8 points*)
_____(4)	7b.	Elderly or Disabled
_____(3)	8.	Employed part time (less than 30 hours per week for the past 90 days)
_____ (2)	9.	In post secondary school or training
_____ (5)	10.	Broad range of income in family and elderly projects: This is revised annually based on the Average income of all public housing residents and rounded to the next highest thousand which effective 1-1-08 will be $11000 (based on $10,400 average) Broad range equals any income over $11000/yr
_____(1-3)	11.	Graduate of one of the following classes: (1 point for each one up to a total of 3 points when verified) parenting, self-esteem, budgeting, Family Self-Sufficiency, High School/GED, post-secondary school
_____(1)	12.	Veteran
_____(30)	13.	Current Sect 8 participants who are terminated from their housing as a result of HUD funding cuts
_____ (30)	14.	Current public housing or Sect. 8 participants who are without housing due to a National Disaster
_____ (28)	15.	Without housing due to a National Disaster

C. Prohibition of Admission or continued occupancy

1. BHA will not approve an applicant if any member of the family is a person who was evicted during the past three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act program but may do so if the BHA can verify that:
   a. Evicted person has successfully completed rehabilitation program approved by BHA or
   b. BHA determines that evicted person clearly did not participate or know about drug-related criminal activity or
   c. BHA determines evicted person no longer participates in any drug related criminal activity.

2. See Section II. D., 1 through 19 for other admission and continued occupancy criteria.

D. Verification and documentation of information relevant to acceptance/rejection

1. Applicants and tenants shall be required to furnish proof of their statements when required by Management to reasonably assure accuracy.
2. Verification may include, but is not limited to, the applicant (through interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, including FBI, where warranted by the particular circumstances, third party verification of prior residence by established records and from objective non-friends or relatives.
3. Verification of a preference is required before admission and can be required to be reverified if a long time has passed (usually 90 days or more) since verification or if the BHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.
4. The BHA may establish Tenant Advisory Boards for consultation in connection with tenant selection.

E. Notification to applicants

1. The BHA will notify any applicant determined to be ineligible for admission or local preference of the basis for such determination within 14 days of the determination. If a preference is disallowed the written notice must contain a brief statement of the reasons for the determination and state that the applicant has the right to meet with a representative of the BHA to review the determination.
2. Before the BHA denies admission to public housing, the BHA must notify the household of proposed action to deny admission to the BHA on the basis of a criminal record and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.
3. The BHA shall provide an opportunity for an informal hearing on determination of ineligibility upon written request within 10 days of the receipt of the notification of ineligibility. If the BHA determines the applicant does not qualify for a preference claimed by the applicant, the BHA shall provide, upon written request, a meeting with a representative of the BHA including the person who made the determination. This informal review is not a grievance and is not subject to the requirements of the Grievance Procedure.

F. NON-DISCRIMINATION. All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability or familial status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers, recipients of public assistance, etc.

G. Wood Hill Towers has been self-certified as *Housing for Older Persons*. At a minimum, 80% of the adjusted number of residents will be aged 55 years or older. Selection procedures will be implemented to ensure that the adjusted percentage will stay at 80% or higher at all times.

II.

OPERATION AND MANAGEMENT POLICIES

The primary business of the Housing Authority of the City of Bloomington (HACB) is the ownership and management of residential communities and provider of rental assistance to a variety of special users that have in common an inability to compete successfully for shelter in the open market. To ensure the successful performance of that business, the HACB has the following policies that govern our operations:

- Admissions and Continued Occupancy Policy
- Section 8 Administrative Plan
- Contagious Disease Policy
- Capitalization Policy
- Facilities Use Policy
- Family Self Sufficiency Policy
- Criminal Trespass Policy
- Disposition Policy
- Drug Free Policy
- Ethics Policy
- Harassment Policy
- Investment Policy
- Maintenance Policy
- Pest Control Policy
- Pet Policy
- Personnel Policy
- Procurement Policy
- Travel Policy
- Satellite Policy
-

Copies of these policies can be found at our Administrative Office, located at 104 E. Wood Street

The HACB operates the following programs:

PROGRAM	BRIEF DESCRIPTION
Public Housing	640 units of public housing.
Section 8	430 vouchers.
Elderly Services	Activities of daily living needs of elderly and disabled adults.
Youthbuild	Vocational and construction training for public housing residents.
Certified Nursing Assistants	Certified Nursing Assistants training for public housing residents.
Child Care	In-home day care provider licensing for

	public housing residents.
Peace Meal	With local Area Agency on Aging, provide meals to residents in senior housing.
Adult Literacy	With local Adult Literacy Office, provide education classes and pre-GED classes.
Capital Fund	Putting new plumbing, kitchen, baths, electrical, interior rehab and landscaping in senior and family housing.

The HACB has 640 public housing units in the following locations.

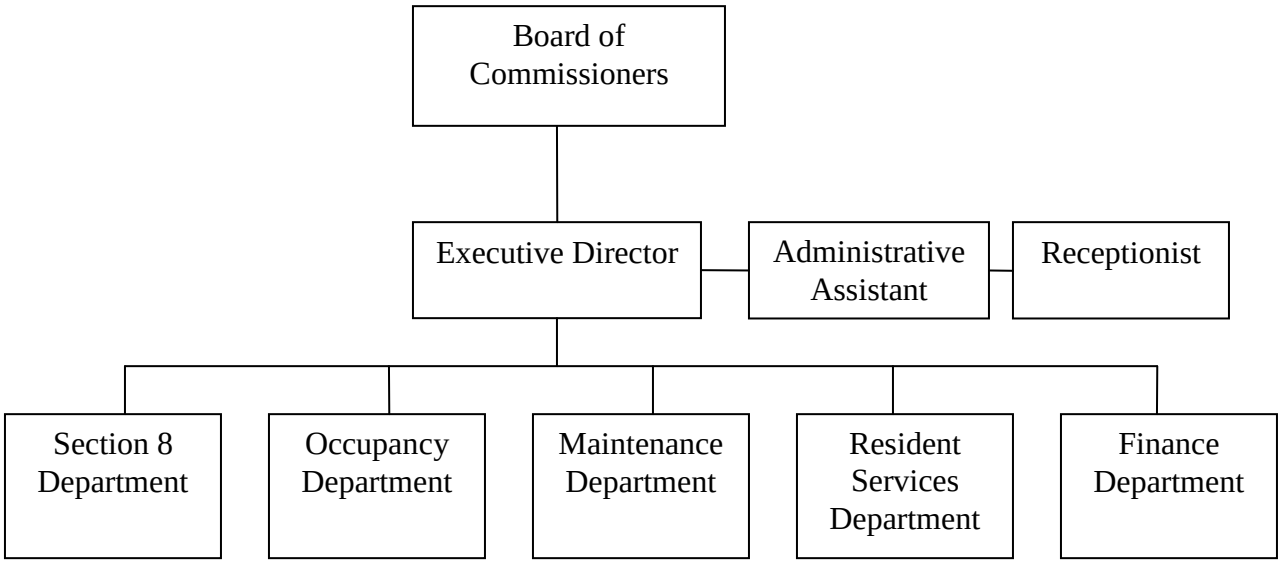
DEVELOPMENT NAME	NUMBER OF UNITS
Sunnyside Court	100
Holton Homes	64
Evergreen Place	36
John P. Kane Homes	30
Wood Hill South Towers	193
Wood Hill Family	50
Wood Hill North Towers	160
Irvin Apartments	26
Nierstheimer Apartments	16
McGraw Apartments	8

The HACB operates a tenant-based program under the Housing Choice Voucher program. We are able to assist 430 families. On average 60 vouchers are surrendered each year and new families are assisted under this program.

The Housing Authority Board of Commissioners consists of a 5 member board appointed by the Mayor of Bloomington. We have a resident commissioner on our Board of Commissioners. This person was also appointed by the Mayor of Bloomington.

Finally, attached is an organizational chart of the HACB.

Housing Authority of the City of Bloomington
Organization Chart



Revised 10/05

ADMINISTRATION OF COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Bloomington has established a Community Service Requirement Policy in accordance with the Quality Housing and Work Responsibilities Act of 1998 and Federal Regulations which incorporates the following requirements:

1. The PHA shall identify members of households that are subject to the service requirement or economic self-sufficiency activities.

2. The PHA shall notify members of household that are subject to the service requirement at the re-certification that commence on or after January 1, 2001.

3. The PHA shall partner with the local TANF agency to verify exemption of the service requirement on members of households.

4. The PHA shall determine the status of a family member subject to the service requirement after the initial certification at each interim review and automatically at the next annual re-certification, unless family member is exempt because they are 62 years or older, blind or disabled as defined under Social Security and who are certified that because of this disability she or he is unable to comply with the service provisions of this subpart.

5. The PHA shall provide the family a written description of the service requirement. Family members who claim status as an exempt person shall provide the PHA with a completed Community Service Exemption Certification.

6. The PHA shall notify the family of its determination identifying the family members who are subject to the service requirement and the family members who are subject to the service requirement and the family members who are exempt.

7. The PHA shall request certification of compliance of family at least thirty days before the end of the twelve-month lease term.

8. The PHA shall notify the family who is in non-compliance and that the lease agreement shall not be renewed unless a written agreement has been signed.

The family may provide the Housing Authority with written notification signed by the non-compliant resident and leaseholder that the non-compliant resident no longer resides in the unit. The family shall notify the Housing Authority at least 30 days before the end of the twelve-month lease term.

The PHA will not renew the lease at the end of the twelve-month lease term if a family has violated a written agreement to cure such noncompliance.

The tenant may request a grievance hearing on the noncompliant determination in accordance with the Housing Authority's Grievance Procedure.

DECONCENTRATION POLICY

PUBLIC HOUSING:

In an ongoing effort for The Housing Authority to meet or exceed the laws and regulations regarding its public housing programs, the following Deconcentration Policy has been developed in order to comply with the Quality Housing and Work Responsibility Act of 1998, Section 513.

INCOME MIX TARGETING: To meet the requirements of the Act, and subsequent HUD regulations, at least 40 percent of families admitted to public housing by the Housing Authority must have incomes that do not exceed 30% of the area median. If 40% or more of the housing authority units are occupied by families whose incomes do not exceed 30% of the area median income, this requirement shall be considered as being met.

PROHIBITION OF CONCENTRATION OF LOW-INCOME FAMILIES: The housing authority may not, in meeting this income mix targeting, concentrate very low-income families, or other families with relatively low incomes, in public housing units in certain developments. The Housing Authority will review the income and occupancy characteristics of the housing site to ensure that a low-income concentration does not occur.

DECONCENTRATION: The Housing Authority shall make every effort to deconcentrate families of certain income characteristics within the PHA complexes. To achieve this, the Housing Authority may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes. At this time the family developments have homogeneous average incomes. They vary only from $6,500 per year to $9,500 per year. As all average income for families is lower than 30% of the median income of our area our goal is to attract higher income residents at Evergreen.

We will offer incentives to any families who have incomes above 30% of the median income. These incentives will include a single person could rent a 2-bedroom apartment, each family member could have their own bedroom, and we could reduce the monthly rent by utilizing additional deductions when determining rent. Those additional deductions would include travel costs to work, uniforms, union dues, and income tax deductions. Incentives by the Housing Authority allow for the eligible family to have the sole discretion in determining whether to accept the incentive and the agency may not take any adverse action toward any eligible family for choosing not to accept these incentives. The skipping of a family on the waiting list to reach another family to implement this Deconcentration Policy shall not be considered an adverse action. As such, the Housing Authority will continue to accept applications and place the individuals on a waiting list. Selection will be made based on a combination of the local preferences and an income target mix. Any eligible family who qualifies as a higher income family may accept a dwelling unit assignment and be placed randomly into a vacant housing unit.

The Housing Authority will track the income mix within each project and housing site, as an effort to avoid a concentration of higher or lower income families in any one development. The HUD FY 2003 Income Limits and Fair Market Rent Data show the Median Income for

Bloomington is $55450 for a family of four. Thirty (30) percent of the median income is $20800.

Thirty (30) percent of the Median Income per number in a household is as follows:

Number of Persons	1	2	3	4	5	6	7	8
Amount	14550	16650	18700	20800	22450	24100	25800	27450

The Housing Authority of the City of Bloomington has 633 units of Low Rent housing available. Per the QHWRA of 1998, forty (40) percent of the newly leased units must be housed with families with incomes 30% or less of the median income.

Efforts through marketing and outreach shall be made to increase the number of families with incomes greater than thirty (30) percent of median income at Evergreen. We will do this in order to avoid concentrations of very low-income families in the projects as per the requirements of the QHWRA of 1998.

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I. GENERAL PROVISIONS OF THE ADMISSION AND OCCUPANCY PLAN

A. PURPOSE:

1. To provide a standard policy this will enable the Housing Authority staff to administer the Public Housing Program consistently and fairly.
2. To provide an ongoing training document for both experienced and newly hired staff.
3. To provide policies which are beyond the scope of the Federal Regulations.
4. To provide Housing Authority clients and other members of the public with a basis for Housing Authority decisions.

B. AMENDMENT: The Admission and Occupancy Plan can only be amended by the Board of Commissioners of the Housing Authority after public comment from residents or without public comment when amendments are required by HUD regulations.

C. NON-DISCRIMINATION: It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the Low Rent Public Housing Program on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, sexual preference, handicap or disability.
The BHA must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law.
The BHA must affirmatively further fair housing in the administration of its public housing program.

BHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
(a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
(b) Provide anyone housing that is different (of lower quality) from that provided others i ;
(c) Subject anyone to segregation or disparate treatment;
(d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; BHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.
(e) Treat anyone differently in determining eligibility or other requirements for admission;
(f) Deny anyone access to the same level of services ii ; or
(g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part.

BHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior**.**

D. REASONABLE ACCOMODATION

1. FAIR HOUSING

It is the policy of the Housing Authority of the City of Bloomington to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department

of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority of the City of Bloomington shall affirmatively further fair housing in the administration of its public housing program.

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

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

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

2. Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of the City of Bloomington housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This following clarifies how people can request accommodations and the guidelines the Housing Authority of the City of Bloomington will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of the City of Bloomington will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

3. Communication

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

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

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

4. Questions to Ask in Granting the Accommodation

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

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

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

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

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

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Bloomington's business is housing. If the request would alter the fundamental business that the Housing Authority of the City of Bloomington conducts, that would not be reasonable. For instance, the Housing Authority of the City of Bloomington would deny a request to have the Housing Authority of the City of Bloomington do grocery shopping for a person with disabilities.

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

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

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

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

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

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

E. PRIVACY RIGHTS:

1. Applicants will be required to sign the Authorization for the Release of Information/Privacy Act Notice (form HUD-9886, dated 05/26/94) at the time the Authority evaluates their eligibility for housing tenancy, and at the time of any initial examination, interim reexamination, or regularly scheduled income reexamination. This consent form must be signed by the head of household and spouse, regardless of age, and by each adult member in the household at the initial examination. Failure of the applicant or participant to sign the consent form constitutes grounds for denial of eligibility or termination of tenancy.

2. The Housing Authority's policy regarding release of information is:
   a) To release no information without a signed client release form.
   b) To release information regarding the name and address of the resident only if there is compelling reasons not to do so.
   c) To provide landlord references regarding previous occupants of public housing only after receiving a signed release of information to do so.
   d) Any information provided pursuant to the Violence Against Women Act (VAWA) shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or is otherwise required by applicable law.

F. RULES AND REGULATIONS: All issues related to tenants and participants of the Public Housing Program are governed by Title 24, Parts 700-1699 of the Code of Federal Regulations. In addition, various HUD handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this Admission and Occupancy Plan conflicts with the Federal Regulations, the Federal Regulations shall prevail.

G. FAMILY SELF-SUFFICIENCY AND TANF: The BHA will work with the residents of Public Housing to assist them in becoming self-sufficient. In order to do that, the BHA will apply for funds to provide services and training for residents.

The BHA will make our best effort to enter into cooperation agreements with the local TANF agency in order to target benefits and services for families assisted in public housing to achieve self-sufficiency and to verify information on welfare benefits for applicants and participants in the program.

The performance funding system provides for the inclusion of reasonable eligible administrative costs for voluntary public housing Family Self-Sufficiency programs. "Welfare assistance" for the FSS program refers only to cash maintenance payments.

When TANF informs the BHA of the fact, amount, and reason for a welfare benefit reduction, the BHA will use that information. The BHA is not responsible for determining that a reduction of welfare benefits was correctly determined by the welfare agency in accordance with welfare agency requirements and procedures.

II. ELIGIBILITY FOR THE PUBLIC HOUSING PROGRAM

A. Affirmative Marketing

1. BHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. PHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
2. Marketing and informational materials will:
   (a) Comply with Fair Housing Act requirements on wording, logo, and size of type, etc.;
   (b) Describe the housing units, application process, and waiting list and preference structure accurately;
   (c) Use clear and easy to understand terms and more than strictly English-language print media, if available;
   (d) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
   (e) Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
   (f) Be clear about BHA's responsibility to provide reasonable accommodations to people with disabilities.

B. Qualifying for Admission

1. It is the policy of the BHA to admit ONLY qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria

(a) Family Composition: A Family can consist of any of the following:

1. Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of the law, or have evidenced a stable family relationship, or
2. A single person who is...
   (a) **Elderly Family**, **Disabled Family** as defined;
   (b) The remaining member of a tenant family.
   (c) A "Single Person" living alone or intending to live alone and who does not qualify as an Elderly Family, as defined in this section, or as the remaining member of a tenant family. The Housing Authority is permitted to determine as eligible, single persons living alone, and the BHA will give local preference for any vacancy to Elderly/Disabled persons.

(b) Meets HUD requirements on citizenship or immigration status

(c) Has an Annual Income at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) incorporated in this document in Appendix B and posted in the management office. Failure to report accurate family income can result in denial of an application or lease termination.

Income will be verified by third party documentation whenever possible. If it is not available, the reason must be documented in the file. Annual Income is defined as the *anticipated* total income from all sources received by the Family head and Spouse (even if temporarily absent) and by each additional adult member of the Family (with exceptions below), for the 12-month period following the effective date of certification of income. If it is not feasible to anticipate a level of income over a 12-month period, or the BHA believes the past income is the best available indicator of expected income, income anticipated for a shorter period may be averaged and annualized, subject to a redetermination at the end of the shorter period. [24 CFR 5.609]

1. Annual Income includes, but is not limited to, the following:
   a) The gross amount of wages, salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions.
   b) The net income from the operation of a business or profession or from rental of real or personal property (see limit under 913.106).
   c) Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of actual income from such assets or a percentage of the value of the assets based upon current passbook savings rates, as determined by HUD rates, as determined by HUD and currently 2%(see limitations under 913.106). Checking and savings account assets are based on the current value. If actual interest is used to determine income, that actual Interest income amount is based on verification provided by the bank about the last calendar year's interest. The exception to that is if interest income is expected to be different during the next year. For example, if the resident spent $10,000 of their assets last month to purchase a car, their interest would not be as high during the next 12 months.
   d) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump-sum payments for the delayed start of a periodic payment (except for Social Security and SSI).
   e) Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.
   f) Periodic and determinable allowances such as alimony, child support payments and regular contributions or gifts received from persons not residing in the dwelling. The amount of child support counted as income will be the verified amount through the courts. If that is not possible, it will be the amount on the court order unless the BHA has proof that the resident does not receive it or is still trying to get child support.
   g) All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.
   h) Any earned income tax credit to the extent it exceeds income tax liability.
   i) Welfare Assistance payments (see 913.106 for calculation), including those determined to be eligible for, but not receiving due to fraud, failure to participate in an economic self-sufficiency program or comply with a work activities requirement.
   j) Assets disposed of for less than fair market value during the two (2) years proceeding original leasing or at time of reexamination. The BHA will count the difference between the market value and the actual payment received in calculating total assets. If total assets disposed of for less than fair market value within one year period are less than $5000, they will not be considered an asset.
   k) the incomes of any household members temporarily absent. Temporarily absent is defined as away from the unit less than 180 days in a 365-day period or for four (4) consecutive months.
   l) Athletic scholarship assistance available for housing costs.

2. Items Not Considered As Income. The following shall not be included in the calculation of Annual Income:
   a) Payments received for the care of foster children.
   b) Lump-sum additions to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses. (Note that, except for Social Security and SSI, lump-sum payments for the delayed start of a periodic payment are included in Annual Income.)

c) Amounts received by the Family for, or in reimbursement of, the cost of medical expenses for any Family member.
d) Income of a Live-in Aide, as defined.
e) Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence. The only exception to this is athletic scholarship assistance available for housing costs.
f) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
g) Amounts received under training programs funded by HUD if allowed under Federal regulations
h) amounts received by a Disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); and (iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program.
i) Temporary, non-recurring or sporadic income (including gifts). See definition
j) For all certifications after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
k) Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937, and as periodically published in the Federal Register (see Appendix G.)
l) Earned income of minors
m) Income of a person permanently confined to nursing homes - no deductions are given for that individual either

3. <u>Income limits are only applicable for initially determining eligibility</u>. A participant family is not to be considered ineligible if their income exceeds the income limits after the family has been admitted to the Authority's Public Housing program.
4. <u>There is no minimum income requirement</u> under the Public Housing Program. Families with no income are eligible for admission and continued occupancy in accordance with other requirements described within this Plan.
5. <u>Income which is considered in varying ways</u>
   a) Families must not have their rent reduced if Federal, state, or local benefits are reduced or eliminated in certain circumstances. See further explanation in Section VI. D. 6. e.
   b) If family pays minimum rent BHA shall immediately grant, upon request, an exemption from the minimum rent to any family unable to pay such amount because of financial hardship. See Section VI. A. 4. for a further explanation.
      1. If family has earned income in some cases, rent may not be increased for 12 months and only by 50% for additional 12 months. See further explanation in Section VI. D. 6.c. and d.
      2. Sporadic income is income that is neither reliable nor periodic. It is income that cannot be counted on to continue. It includes the following: wages during the first calendar month of employment after being unemployed at least 3 months; one time per year payments from child support from tax return; earnings received from employment from one source that is less than 8 hours/month. Unless all income is received in that manner, it is not used to determine rent.

3. Seasonal Employment is employment of less than 12 months per year, such as school employees. The BHA annualizes current income and then conducts an interim reexamination when income changes. If the tenant chooses and it can be verified, a whole year's income can be used to determine rent.
4. Between annual reexams, EXCEPT as in d) above, whenever there would be an increase in rent it will take effect on the first of the second month following the change in income. For example if a tenant began receiving child support in July, the rent increase will take place in September.
5. If, when a person moves in, or at the Annual Reexam it is expected that there will be an increase in income, that must be reported and the rent will be increased. For example, if someone has been court ordered to get child support and they expect it to start during the next month, when it does start, it will be reported and counted at that time to determine the rent.

6. Determination of adjusted income - the amount of the income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions

a) Mandatory deductions

i. Elderly and disabled families - $400 for any families whose head or spouse is 62 years old or older

ii. $480 for each family member (other than head or spouse) who is a minor, or who is 18 or older and a full-time student or disabled.

iii. Medical expenses - the amount by which 3% of the annual family income is exceeded by the sum of unreimbursed medical expenses of any elderly family or disabled family; unreimbursed medical expenses of any other family if approved in appropriation Acts; and unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family to be employed. Necessary medical transportation will be allowed as an expense at the rate allowed by the Internal Revenue Service for medical transportation. (See definition)

iv. Childcare expenses - any reasonable child care expenses necessary to enable a member of family to be employed or to further his/her education including full-time vocational training, or to seek employment (See definition)

v. Minors, students, and persons with disabilities - $480 for each member of the family residing in the household (other than the head or spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.

vi. Child support payments - any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed $480 for each child for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.

vii. Spousal support expenses - any payment made by a family member for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded shall not exceed the lesser of the amount that such family member has a legal obligation to pay, or $550 for each individual for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.

b) BHA permissive deductions - which will take effect ONLY AFTER 24 months of excluded income as in Chapter VI. D 6 d and c., i. e. in the third year of employment. For those not affected by the 24 months of excluded income, the permissive deductions will take effect at the Annual Reexamination or interim review immediately after the deduction is reported.

i. Transportation to child care - for amounts over $25/month, but no more than $25/week.
ii. Medical insurance premiums for leaseholder and other family members on lease.
iii. Social security taxes

c) Exclusions as incentives for higher earning families to move into lower income developments may include, but are not limited to

i. Federal and state income taxes
ii. Up to $100 of first month's rent at time of move-in
iii. Cost of uniforms necessary for work
iv. Union dues

C.SOCIAL SECURITY NUMBER REQUIREMENT: Families are required to provide Social Security numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

5. All members of the Family must either:
   a) submit Social Security documentation , or
   b) sign a certification that they have not been assigned a Social Security number. If the individual is under eighteen (18), the certification must be executed by a parent or guardian.
6. Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of such other evidence of the Social Security Number, such as a State driver's license.
7. Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided.
8. If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must sign a certification to that effect.
9. New family members age six (6) and over, and family members reaching the age of six during the year, will be required to verify Social Security information at the next scheduled reexamination.

D.OTHER CRITERIA FOR ADMISSION AND CONTINUED OCCUPANCY. Applicants will not be admitted and residents will have lease terminated for those whose conduct in present or prior housing would likely diminish other tenants' enjoyment of the premises by adversely affecting their health, safety or welfare, or would likely adversely affect the physical environment or the financial stability of the Housing Authority. The BHA will screen applicants for a minimum of the past seven years. No family will be admitted nor allowed to remain in public housing if a member of the household has habits and practices that reasonably may be expected to have a detrimental effect on the residents or the project environment. Specific criteria include, but are not limited to, the following:

1. No family will be admitted who owes a debt to any Housing Authority for public housing and/or Section 8 until such debt has been paid in full. A repayment agreement will not be accepted as substitution for payment in full.
2. No family will be admitted whose head or spouse has committed fraud as a participant in or applicant for any housing program administered by any Housing Authority.
3. No family will be admitted or be allowed to remain in public housing that has a member who has engaged in drug-related criminal activity, as defined. If it occurred in the past we will consider allowing a family into public housing if it has been at least five (5) years since the applicant has engaged in drug use or possession. If the drug-related criminal activity involved drug manufacture or sales or any other possession or use, drug-related crime we will consider allowing a family into public housing if it has been at least ten (10) years since the family member has committed the crime or is no longer incarcerated, whichever is later.

4. No family will be admitted or be allowed to remain in public housing that has a member who is currently (meaning within the past 6 months) engaging in illegal use of a drug.
5. No family will be admitted or allowed to remain in public housing that has a member who has a history *violent criminal activity*. That includes criminal activity involving crimes of physical violence to persons or property. It also includes other criminal acts that would adversely affect the health, safety or welfare of other tenants, as defined. It includes *any activity* that could adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, neighbors, BHA staff or contractors, or other government employees if it did or were to have happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.
6. At least two landlord references will be required to determine eligibility, unless the applicant has owned their own home or rented at the same location for at least the past five years. If the applicant has no landlord references, they may provide two letters of references as a substitute “landlord” reference. Those could come from the administrator or professional staff member of a nursing home, a case manager, a social worker, and occupational therapist, a member of the clergy, an employer, a school counselor or anyone else in a position to provide a reference in general terms about the applicant.
7. No family will be admitted who has a member who is unsuitable for admission to the program. That is evidenced by previous housing with the Housing Authority, references from other previous landlords, credit reports, criminal background checks, and inspections of current or previous residences. That is also evidenced by someone who has violated the lease of a public housing resident or who is currently violating the lease of a resident during any visit or period of residence. The criteria used will include past performance in meeting financial obligations, especially rent; a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants. We will consider references from Homeless shelters and Nursing Homes, as well as those listed in number 6 above.
8. An applicant or current resident is prohibited admission if the household includes any individual who is subject to a registration requirement under a State sex offender registration.
9. BHA will permanently deny housing and not be allowed to remain in public housing to any persons convicted of manufacturing or producing methamphetamine on premises of assisted housing (includes building or complex including common areas and grounds).
10. No family will be admitted nor allowed to remain in public housing if a member whose illegal use (or pattern of use) of marijuana, any controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the BHA that it could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, BHA staff or contractors, or other government or agency employees, if it happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.
11. No family will be admitted nor allowed to remain in public housing if a member of the household is a fugitive felon or parole/probation violator.
12. No family will be admitted nor allowed to remain in public housing if a member of the household is fleeing prosecution, custody, or confinement after conviction, or is a parole violator, or is violating a condition or probation or parole imposed under Federal

or State law. The household will not be admitted nor allowed to remain in public housing if a tenant or applicant is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees.

13. No family will be admitted not allowed to remain in public housing if a member, visitor or guest engages in criminal activity that threatens the health, safety or the right of the tenants to peaceful enjoyment of the premises of other tenants or BHA staff. No family will be admitted nor allowed to remain in public housing if a member engages in criminal activity that threatens the health or safety on any person anywhere.
14. No family will be admitted nor allowed to remain in public housing if a member of the household gave false statements regarding alcohol or drug abuse.
15. No family will be admitted to public housing if a member of the household was evicted from a public housing program during the three years from the date of the eviction for drug-related criminal activity.
16. No family will be admitted nor allowed to remain in public housing if the applicant/tenant does not keep their unit in a clean, safe and sanitary condition
17. No family will be admitted nor allowed to remain in public housing if the applicant/tenant violates health or safety codes
18. No family will be admitted nor allowed to remain in public housing if the applicant/tenant has done damage to a previous unit or the unit or development, and, if so, has not paid for the cost of the damage or has done it on a repeated basis.
19. No family will be admitted nor allowed to remain in public housing if the applicant/tenant housekeeping caused insect or rodent infestation.
20. No family will be admitted nor allowed to remain in public housing if the applicant/tenant had neighbors complain about the family and or police were ever called because of disturbances.
21. No family will be admitted nor allowed to remain in public housing if the applicant/tenant at the time of a home visit, demonstrated that they are not capable of caring for a BHA unit in a way that will not create health or safety hazards or contribute to infestation, would be likely to damage or has damaged a BHA unit or, would be likely to or has engaged in behavior or practices that would violate the BHA lease.
22. Home visits will be conducted by BHA staff to assist in determining eligibility for applicants whenever the applicant lives within a thirty mile radius of the BHA office and there are ambiguous or no landlord reference and/or if the applicant lives in their own home.
23. An applicant or tenant's behavior toward BHA staff shall be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward BHA staff shall be noted in the file and may be the basis on which the applicant is denied housing or continued occupancy.
24. A tenant may conduct legal profit making activities in their apartments. They must gain prior approval for such business from the Assistant Executive Director or designee' prior to starting the business. It must be determined that the business will not disturb neighbors, increase traffic, or result in a significant increase in the BHA supplied utilities. The tenant must demonstrate that they have appropriate insurance and any necessary permits or licenses to carry out their proposed businesses.
25. No tenant will be allowed continued occupancy if they fail to complete required Community Service Requirements. If they sign an agreement to complete the requirements and do not do so by the time of their next lease renewal, the lease will not be renewed.
26. At the BHA's discretion, the applicant may be required to provide a cosigner for the lease.
27. Victims of Domestic violence, dating violence or stalking will not be denied public housing, nor be evicted from public housing as long as otherwise eligible. Tenants or applicants may be requested to provide certification documenting the situation. That would have to be provided within 14 days of the request. The perpetrator of the violence may be denied assistance or be removed from the lease.

E. ABILITY TO LIVE INDEPENDENTLY

1. No family will be denied admission to the Public Housing Program solely on the basis of being unable to live independently. However, admission may be denied if such an inability has resulted in a failure to meet any admission criteria mentioned in Section D., above.

2. A family who has been determined to have difficulty living independently may be required to obtain and/or maintain assistance from other agencies or family members as a condition of tenancy. Furthermore, a breach of this assistance requirement may be cause for termination of tenancy.

F. INFORMATION FROM DRUG ABUSE TREATMENT FACILITY

1. Each person *18 years* or older at time of application or lease renewal, if BHA has reason to believe the person is engaging in illegal use of a controlled substance, must sign a written consent form. That form authorizes information from a drug abuse treatment facility about whether he or she is currently engaging in illegal use of a controlled substance. BHA will only use the form if it has reasonable causes to believe that applicant/resident is using illegal drugs. Reasonable cause is information from a criminal record of prior arrest or conviction or if prior tenancy history demonstrates applicant engaged in destruction or property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another person.
   ii. Records from the facility will be maintained in confidence. They will all be placed in a specific file marked Confidential. All records will be destroyed five business days after the original lease is signed or three years after denial of application.

G. EVICTION PROCEDURES

1. EMERGENCY HOUSING EVICTION PROCEDURES
The BHA will seek possession of premises when there is a verified complaint that alleges evidence of any of criminal drug-related activity, Illinois state law prohibited firearm possession, use, sale or deliver, or other activities as listed in the Illinois Code of Civil Procedure Emergency Housing Eviction Section. Notice will be given as required by State law and a hearing may be scheduled as soon as 14 days after the receipt of the notice. The BHA may collect rent during the court process.

2. Class X felony evictions
The BHA will seek possession of premises when any lessee or occupant is charged with having committed an offense on the premises constituting a Class X felony under the laws of this State after posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice.

3. Other drug-related and criminal evictions
The BHA will seek possession of premises when there is a preponderance of evidence that a resident or guest of a resident has violated the criminal drug-related or health and safety related sections of the lease after a 10-day notice is delivered to the resident as required by State law.

4. Eviction for Non-Payment of rent
The BHA will seek possession of premises and a judgment for the rent after a 14-day notice is delivered which runs concurrently with the state required notice. Collection of rent shall not invalidate the suit.

5. Eviction for other Cause
The BHA will seek possession of premises for other lease violations after a 10-day notice as is required by state law and allowed by HUD regulations.

6. Nonrenewal of lease
No tenant will be allowed continued occupancy if they fail to complete required Community Service Requirements. If they sign an agreement to complete the requirements and do not do so by the time of their next lease renewal, the lease will not be renewed.

III. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the steps which are to be taken in obtaining and verifying information from applicant Families for the purposes of determining whether they meet the conditions of eligibility for participation, both at the time of application and for continued occupancy as specified in Section II. Verification of all information will be required at the time of application, and at any reviews.

A. ESTABLISHING WAITING LISTS

1. A separate waiting list will be maintained for each bedroom category. Within each bedroom category, families will be listed by preference category as specified in Section IV of this Plan. Families will be listed by date and time of application.

2. The number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications in the category affected. Any closing or re-opening of the waiting list will be publicly advertised.

3. The Authority may not refuse to accept an application from an otherwise eligible applicant who claims a preference, even if the list is closed, unless it is determined that:
   a) there is already an adequate pool of applicants on the waiting list who are likely to qualify for a preference; and,
   b) Based upon the anticipated turnover of Units, it is unlikely that the applicant in question will be offered a housing unit before the other applicants on the list.
4. The pool of active applications will be kept current by performing a “purge” of the waiting list one or more times a year, by requiring all persons on the waiting list to respond to a mailing. Any letters returned to us will be placed unopened in the applicant’s file.
5. All withdrawn or unable to locate applications will be kept on file for three years.

B. RECEIPT OF APPLICATIONS

1. To assure compliance with the preference requirements of Section V., applications are to be accepted from all Families seeking participation in the Program.

2. Application must be made for the Public Housing Program by applying in person at the Authority office, after the preapplication form is completed.

3. The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply the information requested on the application and to sign the application, attesting to the information provided. Each family member aged 18 or older will sign at the time of move-in attesting that any and all changes since the date of the application have been reported to the Authority.

4. The application, together with all other material relating to the Family’s eligibility, preference ranking, etc., is to be maintained in an active file for each participant who has not been found ineligible or whose application has not been withdrawn.

5. By signing the application, all applicants will certify the veracity of the information provided. However, no application will be approved until all information has been completely verified.

6. The family must supply any information that the BHA or HUD determines is necessary in the administration of the public housing program, including evidence of citizenship or eligible immigration status.

C. DETERMINATION OF ELIGIBILITY

1. If an applicant is determined by the Authority to be eligible but the Authority has determined that there are no vacancies, the Authority shall place the Family on the appropriate waiting list and notify them in writing of this fact and of the approximate date that a vacancy may occur, insofar as such date can be reasonably determined. The date of eligibility determination shall be noted on the application.

2. If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible.

3. All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefore. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter.

4. If, after conducting an informal hearing, the Authority upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.

5. The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.

6. The procedures set forth in this section do not preclude any applicant from appealing to HUD if it is felt that the applicant is being denied housing due to unfair discrimination.

7. If an application is denied, the applicant may reapply six months after the date of the denial or six months after the date of the informal hearing denial, whichever is later.

D. PRORATION OF ASSISTANCE FOR "MIXED FAMILIES [24CFR 5.520]

Proration of assistance must be offered to any "mixed" applicant or family. A "mixed" family is one that includes at least 1 U. S. citizen or eligible immigrant and any number of ineligible members

IV. TENANT SELECTION

The design of the Tenant selection policy is: 1. to attain, to the maximum extent feasible, a tenant body in each project that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families; 2. to preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the project environment; 3. to give preference in selection of tenants to applicants who qualify for local preferences; and 4. to establish objective and reasonable policies for selection by the BHA among otherwise eligible applications.

A. Requirements for applications and waiting lists.

1. Applications
Preapplication form must be completed. Verification of information must be provided as requested. Application interview must be completed in person in the BHA office. Landlord information must be completed and references received. Criminal history and credit checks, and if appropriate, INS and drug treatment verifications will be completed. Home visit must be completed when warranted.

2. **Waiting lists**
Each applicant shall be assigned his/her appropriate place on a waiting list based on local preferences. The BHA will match the characteristics of the applicant's family with the type of unit available, e.g. number of bedrooms. In selecting a family for a unit that has special accessibility features, the BHA shall give preference to families that include persons with disabilities who can benefit from those features of the unit. At least 40% of all new move-ins will be reserved for families whose income does not exceed 30% of the median income. Families may be skipped on the waiting list if BHA is not moving in 40% of families below 30% of median income of if BHA needs a family of a different income level in order to achieve deconcentration of poverty in a certain development. Other than that, at a given time, the applicant first on the waiting list shall be offered a unit at the location that contains the largest number of suitable vacancies. If the applicant rejects the unit offered, he/she shall be moved to last place on the appropriate waiting list. An exception to this will be if there is verification of a legitimate reason to reject the unit.

3. **Deconcentration Policy**
The Housing Authority shall make every effort to deconcentrate families of certain income characteristics within the PHA complexes. To achieve this, the Housing Authority may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes. At this time the family developments have homogeneous average incomes. In 2003 the average incomes in the family units vary from $8043 to $11692 with a total average of $9784. As all average income for families is lower than 30% of the median income of our area our goal is to attract higher income residents at Evergreen.

We will offer incentives to any families who have incomes above 30% of the median income. These incentives will include a single person could rent a 2-bedroom apartment, each family member could have their own bedroom, and we could reduce the monthly rent by utilizing additional deductions when determining rent. Those additional deductions would include travel costs to work, uniforms, union dues, and income tax deductions. Incentives by the Housing Authority allow for the eligible family to have the sole discretion in determining whether to accept the incentive and the agency may not take any adverse action toward any eligible family for choosing not to accept these incentives. The skipping of a family on the waiting list to reach another family to implement this Deconcentration Policy shall not be considered an adverse action. As such, the Housing Authority will continue to accept applications and place the individuals on a waiting list. Selection will be made based on a combination of the local preferences and an income target mix. Any eligible family, who qualifies as a higher income family, may accept a dwelling unit assignment and be placed randomly into a vacant housing unit.

The Housing Authority will track the income mix within each project and housing site, as an effort to avoid a concentration of higher or lower income families in any one development.

B. Description of preference point system

(24CFR Part 960.206)

Number of points		Description of points
_____(3)	1.	Uninhabitable living situation due to disaster such as fire or flood within the past 90 days or homeless. A homeless family is a person or family that lacks a fixed, regular nighttime residence and also has a primary nighttime residence that is a public or private shelter designed to provide temporary living accommodations, or a public or private place not designed for or ordinarily used as a sleeping accommodations for humans. "Homeless" does not include a person who is incarcerated.
_____(2)	2.	Government action displacement such as code enforcement or public improvement by governmental body or agency or unit has been declared unfit for habitation by Government within the past 90 days. Domestic violence displacement: If the applicant has vacated a housing unit due to domestic violence, or lives in a housing unit with a person who engages in domestic violence, where domestic violence is defined as actual or threatened physical violence directed against one within the past 90 days.
_____(1)	3.	Action of housing owner displacement within the past 90 days- only if applicant cannot control or prevent owner's action, owner action occurs although applicant met all previously-imposed conditions of occupancy and action is not rent increase. Unit is dilapidated, has no operable indoor plumbing, no usable flush toilet or bathtub or shower inside the unit for exclusive use of family, or has no safe or adequate source of heat or electricity.
_____(1)	4.	Applicant pays and has paid for the past 90 days more than 50% of family income for rent which includes actual monthly amount due landlord and utility allowance for family-purchased utilities.
_____(10)	5.	Resident of Bloomington (not in shelter or homeless)
_____ (5)	6.	Resident of McLean County outside of Bloomington
_____(4)	7.	Employed full time (*This and following 2 are mutually exclusive except that can be counted for each adult family member up to a total of 8 points*) - over 30 hours per week (or elderly or disabled) for at least the past 90 days.
_____(3)	8.	Employed part time (less than 30 hours per week for the past 90 days)
_____ (2)	9.	In post secondary school or training
_____ (5)	10.	Broad range of income in family and elderly projects: This is revised annually based on the Average income of all public housing residents and rounded to the next highest thousand which effective 1-1-07 will be $11000 (based on $10,600 average) Broad range equals any income over $11000/yr
_____(1-3)	11.	Graduate of one of the following classes: (1 point for each one up to a total of 3 points when verified) parenting, self-esteem, budgeting, Family Self-Sufficiency, High School/GED, post-secondary school
_____(1)	12.	Veteran
_____(30)	13.	Current Sect 8 participants who are terminated from their housing as a result of HUD funding cuts
_____ (30)	14.	Current public housing or Sect. 8 participants who are without housing due to a National Disaster
_____ (28)	15.	Without housing due to a National Disaster

C. Prohibition of Admission or continued occupancy

1. BHA will not approve an applicant if any member of the family is a person who was evicted during the past three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act program but may do so if the BHA can verify that:
   a. Evicted person has successfully completed rehabilitation program approved by BHA or
   b. BHA determines that evicted person clearly did not participate or know about drug-related criminal activity or
   c. BHA determines evicted person no longer participates in any drug related criminal activity.

2. See Section II. D., 1 through 19 for other admission and continued occupancy criteria.

D. Verification and documentation of information relevant to acceptance/rejection

1. Applicants and tenants shall be required to furnish proof of their statements when required by Management to reasonably assure accuracy.
2. Verification may include, but is not limited to, the applicant (through interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, including FBI, where warranted by the particular circumstances, third party verification of prior residence by established records and from objective non-friends or relatives.
3. Verification of a preference is required before admission and can be required to be reverified if a long time has passed (usually 90 days or more) since verification or if the BHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.
4. The BHA may establish Tenant Advisory Boards for consultation in connection with tenant selection.

E. Notification to applicants

1. The BHA will notify any applicant determined to be ineligible for admission or local preference of the basis for such determination within 14 days of the determination. If a preference is disallowed the written notice must contain a brief statement of the reasons for the determination and state that the applicant has the right to meet with a representative of the BHA to review the determination.
2. Before the BHA denies admission to public housing, the BHA must notify the household of proposed action to deny admission to the BHA on the basis of a criminal record and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.
3. The BHA shall provide an opportunity for an informal hearing on determination of ineligibility upon written request within 10 days of the receipt of the notification of ineligibility. If the BHA determines the applicant does not qualify for a preference claimed by the applicant, the BHA shall provide, upon written request, a meeting with a representative of the BHA including the person who made the determination. This informal review is not a grievance and is not subject to the requirements of the Grievance Procedure.

F. NON-DISCRIMINATION. All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability or familial status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers, recipients of public assistance, etc.

G. Wood Hill Towers has been self-certified as *Housing for Older Persons*. At a minimum, 80% of the adjusted number of residents will be aged 55 years or older. Selection procedures will be implemented to ensure that the adjusted percentage will stay at 80% or higher at all times.

V. ASSIGNMENT AND LEASING OF UNITS

A. OCCUPANCY STANDARDS. Dwelling units should be so assigned that, except possibly in the case of young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom; dwellings also should be assigned as not to require use of the living room for sleeping purposes; and in applying the standards indicated below every member of a family regardless of age should be considered a person.

The following standards will determine the number of bedrooms required to accommodate a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family should be transferred to the proper size unit as soon as one becomes available.

In no event should waive action be taken to assign smaller units to families than established in the following maximums. For the purpose of deconcentrating poverty, we can offer a larger unit to a family as an incentive to house them:

NUMBER OF BEDROOMS	MINIMUM PERSONS	MAXIMUM PERSONS
0	1	2
1	1	3
2	2	5
3	3	7
4	5	9
5	6	11

1. OTHER FACTORS INFLUENCING ASSIGNMENT. Depending on overall housing demand and availability of units, the following guidelines shall also govern the leasing of units:

a) A bedroom may be expected to be shared by two children of the same gender, two young children of the opposite sex, and a single parent if the household number is within the limits on the above chart.

b) A separate bedroom will be provided for an elderly Dependent residing with a younger family at the time of original occupancy and at other times whenever possible.

c) A separate bedroom will be provided for a Family member upon documentation of the need for it by a physician or other qualified professional. An extra bedroom housing no people will not be permitted unless for a reason listed above.

d) All units that are either accessible or adaptable (according to UFAS standards) are assigned first to any current tenants who need such units and second to any applicant who needs them.

2. NOTIFICATION OF FAMILIES. When the Authority learns of an impending vacancy, the following action will be taken:
We will contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the income-targeting goal from the list who has attended orientation.

The Housing Authority of the City of Bloomington will contact the family first by telephone to make the unit offer. The family will be given two (2) business days from the date the telephone contact was

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

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

3. **REJECTION OF UNIT.** When the Authority learns of an impending vacancy, the following action will be taken:
We will contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the income-targeting goal from the list who has attended orientation.

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

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

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

Except as noted below, applicants who reject one offer will be moved to the bottom of the waiting list. The following circumstances will not count as rejections.

1. The unit is not of the proper size and type and the applicant would be able to reside there only temporarily, for example a handicap accessible unit.

2. The applicant is unable to move at the time of the offer and presents clear evidence, which substantiates this to the Authority's satisfaction, for example a doctor, verifies the applicant is physically unable to move at this time.

4. ACCEPTANCE OF UNIT

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

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

The applicant will be provided a copy of the lease, utility allowances, the current schedule of routine maintenance charges, a Tenant Handbook and a request for reasonable accommodation form. These

documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

5. ORIENTATIONS: Prior to entering into a Lease Agreement, all families must attend an orientation.

Topics to be covered during the orientation include at least the following:

a) Tenant and Authority obligations under the Lease Agreement.
b) The resident handbook and rules of occupancy.
c) Rent payment procedures and requirements.
d) Procedures for resolution of disputes and grievances.
e) Tenant and Authority maintenance requirements.
f) Procedures for reporting maintenance problems.
g) Availability of special services and support programs.

C. THE LEASE AGREEMENT: A Lease Agreement is to be entered into between the Housing Authority and each resident Family. The Agreement (as described in Appendix C of this Policy) is to be kept current at all times and is to reflect the obligations of the Families and the Authority. One full month's rent and a full deposit must be paid and utilities must be turned on the tenant's name before a tenant may move into the apartment.

1. The Head of Household, Spouse and all family members aged 18 and older, shall execute an Agreement in duplicate prior to actual admission. The copy shall be given to the resident and the original shall be filed in the permanent record folder established for the Family.

2. If, through any cause, the signer of the Agreement ceases to be the Head of Household, the Agreement is to be voided and a new one executed and signed by the new Head of Household; provided that the Family is eligible for continued occupancy as set forth in this Policy. If the Head of the Household has changed or if a lease signer is no longer part of the household, the former signer of the Agreement must come to the Housing Authority office to sign a document and/or provide verification that they are no longer a part of the household. If that is not possible due to the former signers being absent from the household for a period of time, or being out of state, the absence of the former signer can be verified through other means. If an order of protection is legally established to give the other lease signer sole legal authority to the unit, the former lease signer can be removed from the lease without that person's signature, if it cannot be obtained. Rent will be revised based on income from date that income producer moves into the household or from the verified date that the person moves out of the household if verified in a timely basis.

3. If for any reason a Family transfers to a different dwelling unit, the existing Agreement is to be voided and a new Agreement executed for the dwelling unit into which the Family is moving.

4. If the Authority desires to change, amend or waive any provision of the Agreement with respect to any individual or group of residents, an appropriate rider is to be prepared, signed by the Head of Household and the Authority, and attached to and made part of the Agreement.

5. Must sign new lease when offered.

6. The lease will be a 12-month lease which will be automatically renewable except for noncompliance with the community service requirements.

   a) The lease will be terminated and the resident will be evicted if noncompliant with community service component. Each adult in the household who is not otherwise exempt must volunteer or be involved in eligible self-sufficiency activities. Normally that would be done at the rate of at least eight hours of activity performed each month. The BHA will make the determination of whether to permit a deviation from the schedule and can allow a total of 96 hours during a lease period. If each adult does not comply, they can cure the noncompliance if the noncompliant adult and head of the household sign an agreement to make up the hours within the next 12 months.
   b) Continued noncompliance will result in eviction of the entire family unless the noncompliant family member is no longer part of the household.
   c) If individual verified work or verified attendance of approved classes 96 hours or more during the 12 month period of the lease, or other time period as required by HUD; individual does not have to complete community service for months not employed or in class. Wages must be verified at the time that hours were worked and rent determined according to policies.
   d) Individuals are exempt from the community service/self-sufficiency policy if they meet one of the following criteria: 62 years or older, persons with disabilities, caretakers of person with disability, certified as exempt from work activities under an Illinois program as stated by the Social Security Act or other welfare state program, and members of a family receiving benefits from IDPA in compliance with the program's requirements or employed at least 8 hours per month.

7. Only persons listed on the application are to be listed on the lease.

   a) Minors and college students who were members of the family but who now live away from home during the school year may remain on the lease or may be removed from the lease. That determination will be at the request of the head of the household and that person may visit up to forty days per year.
   b) If a minor is in the household less than 180 days per year the minor will be considered to be an eligible family visitor and not a family member.
   c) The family must request of the BHA approval to add any other family member as an occupant of the unit and must inform the BHA of the birth, adoption or court-awarded custody of a child. Any family member 18 or older must submit a separate application prior to being added to the lease and cannot stay in the apartment without the express written permission of the BHA.
   d) If the family does not obtain written prior approval from the BHA, any person the family has permitted to stay in the apartment will be considered an unauthorized household member.
   e) If a family member leaves the household, the family must report this change to the BHA within 10 days and certify as to whether the member is temporarily or permanently absent. If it is to be permanent, verification may be required. If at all possible, the person leaving the household should return their key, I.D. card, and sign themselves off the lease. See C. 2 above.

8. Visitors

   a) Any person not listed on the lease who has been in the unit 3 consecutive days or fifteen days in a 365-day period, will be considered to be living in the unit as an unauthorized household member.
   b) Absence of evidence of any other address <u>will</u> be considered verification that the visitor is a household member.
   c) Statements from neighbors or BHA staff will be considered in making the determination of who lives in the household.
   d) Use of the unit address as the visitor's current address for any purpose that is not explicitly temporary shall be construed as the permanent address of the visitor. This

includes, but is not limited to use of address to receive mail, putting utilities at the address in the visitor's name, and informing police and other officials that the visitor lives at the leaseholders address.

e) The burden of proof that the individual is a visitor rests with the leaseholder.

9. Adding members to the household

a) Additions to the Resident's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care (but excluding births during tenancy), or any other individual, require the written approval of the Authority. Such approval will be granted only if new family members, age 18 and older, meet applicant screening criteria (outlined in the Occupancy Policy), and the dwelling unit is the appropriate size.

b) Residents must wait for written approval before allowing additional persons to move into the Dwelling Unit. Failure on the part of the Resident to comply with this provision is a material violation of the lease.

c) With the consent of the BHA, a foster child or live-in aide may reside in the unit.

d) Factors the BHA will utilize to determine whether the addition of a new occupant is feasible will include the necessity to transfer the family to another unit, and whether such units are available. In the case of a live-in aid, the BHA must be convinced that the aide is essential to the care and well being of the person, is not obligated for the support of the person and would not be living in the unit except to provide the necessary supportive services.

10. Cosigners of the lease may be required if the new leaseholder has never signed a lease before, is under 21 years old, or has few or poor landlord references.

D. SECURITY DEPOSITS. A Security Deposit, in the amount specified at the time the lease is signed, is to be paid by all Public Housing Program residents. This deposit is payable in full at the time of the execution of the Agreement. If the family transfers to another apartment or if for any other reason the security deposit changes, the family will pay the increased amount or will receive a credit for the difference if there are no outstanding charges.

E. PRINCIPAL RESIDENCE. All families must use the dwelling unit for their principal place of residence. Ownership or use of a secondary residence is prohibited, except in the case when the secondary residence is in the process of being sold or is used as a source of income, or is not appropriate living accommodations. The family cannot receive assistance from BHA for their apartment and concurrently receive assistance for any other unit for a period longer than fourteen (14) days. The lease will be terminated if that occurs. If a sole household member or the remaining adult household member is expected to be or is incarcerated for sixty (60) consecutive days, the lease will be terminated.

F. EMANCIPATED MINORS. The Authority will enter into a Lease Agreement with a minor only if the minor has been declared legally emancipated through a verifiable court action.

G. UNIT TRANSFERS

1. General Information

a) BHA can initiate and shall regulate the re-assignment of residents in Bloomington Public Housing. The policy shall be non-discriminatory, except as may be permitted by law.

b) All residents have the right to submit a transfer request if they meet the BHA's criteria as stated in the transfer policy. However the BHA reserves the right to approve or disapprove of any transfer requests and will assign all approved transfers.

c) To the extent possible, all approved transfer requests shall be made within the same development.

d) Any resident who desires a transfer shall submit a transfer request on a form available at the management office. It shall be completed by the head of the household. If there are other members of the tenant's family who do not transfer, but remain in that apartment or move to a different apartment, they must submit an application for public housing.

e) Eligible transfer applicants shall be selected from the waiting list and will be offered available appropriately sized units on the basis of three offers to new applicants for every one offer to a transferee.

f) All residents must reside in public housing for one year before they may be considered for a transfer. The only exception to this policy is in the case of an emergency situation which affects the health and safety of the leaseholder or a resident member of their family. The BHA reserves the right to determine if an emergency situation exists.

g) The BHA will only approve the request and will only transfer residents in good standing with the BHA if the following conditions exist:

(1) All rent and all other payments must be current and have been paid on time for the previous three months
(2) Resident must not be under consideration for eviction
(3) Resident must have completed rent redetermination within the past 12 months
(4) Tenant must have source of income in order to be able to afford to moving expenses including a possible additional deposit.

h) In all cases, the tenant will be required to pay all costs involved with moving to their new unit.

i) Transfer applicants will have seven (7) days in which to accept or reject the location offered. If the applicant does not accept a location, their transfer request will be withdrawn and the applicant will no longer be eligible for transfer for a period of twelve (12) months, unless the BHA determines the reason for the refusal is legitimate and verified.

j) Vacancies change on a daily basis. There is no guarantee that a particular development will have a vacancy when an applicant's name reaches the top of the transfer waiting list.

k) The BHA reserves the right to discontinue or delay transfers due to extenuating circumstances.

2. BHA initiated transfers

a) Residents must transfer if any of the following conditions exist

(1) Change in family size or composition which warrants change in number of bedrooms needed. If living in handicapped accessible apartment and do not need it, but the apartment is needed by another resident or applicant.
(2) If tenant assigned temporarily to larger apartment than needed and proper size unit becomes available.
(3) Renovation work being done on resident's unit which prohibits occupancy.
(4) Unit becomes uninhabitable due to fire, tornado or other cause.
(5) Residuum family members not appropriate for development.
(6) If living in handicap accessible apartment and do not need it, but the apartment is needed by another resident or applicant

b) Resident will have seven (7) days to accept or reject the location offered. If rejected, the BHA may initiate action to terminate the lease.

c) BHA will only pay any costs associated with moving in order to accommodate construction renovation projects which are not caused by the tenant.

3. Priority placement of eligible transfer applicants
All eligible transfer applicants shall be evaluated and placed according to the following order of priorities (All moving expenses will be paid by the resident):

a) Emergency transfers: First priority placement shall be given to those eligible transfer applicants who must be transferred because of an emergency situation which renders their unit as unsafe or uninhabitable. Examples include, but are not limited to: fire, storm, or other casualty. In each case, the applicant will be offered an

appropriately sized unit at their development, if available. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they may be evicted. Eviction would only occur in cases where the current dwelling unit is unsafe or uninhabitable and the transfer is refused.

b) Emergency Medical Transfers: Second priority placement shall be given to those eligible transfer applicants who must be transferred due to verified medical emergency need. These transfers would include those required to meet Fair Housing requirements for the Americans with Disabilities Act. Examples include, but are not limited to severe allergies at a specific development, inability to physically maneuver at current apartment, or other emergency need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months, unless there is a legitimate reason why they cannot transfer to that location or at that time.

c) Other Medical Transfers: Third priority placement shall be given to those eligible transfer applicants who must be transferred due to verified medical need that do not qualify under the Americans with Disabilities Act. Examples include, but are not limited to medical need to move to a lower floor, medical need for a larger apartment, or other medical need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months, unless there is a legitimate reason why they cannot transfer to that location or at that time.

d) Transfers required by an agency for the purpose of returning children to the home or preventing their removal from the resident's home are considered at the same priority level as medical.

e) Occupancy Transfers: Fourth priority placement shall be given to those eligible transfer applicants who must be transferred to correct occupancy standards. Age, sex, and family size shall be the prime determining factors. Residents are responsible for notifying the BHA of changes in family composition. In each case, residents will be offered an appropriately sized unit at their current development, if available, or at another suitable development. If the transfer applicant refuses the offer when they request the transfer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months. If the transfer is BHA initiated and required, and the applicant refuses the transfer offer, the resident may be evicted.

f) Convenience Transfers (available only at Wood Hill Towers): Fifth priority shall be given at Wood Hill Towers only. All residents must reside in public housing for one year before they may be considered for a transfer

(1) Requests will be taken no more than two times per calendar year. The date and time that transfer requests may be made will be posted at Wood Hill Towers.
(2) There must be an urgent need for the transfer.
(3) The transfer applicant must be as specific as possible about the location of the desired apartment and must accept that apartment when offered. If the apartment offered is rejected, their application to transfer will be returned to the bottom of the transfer waiting list.
(4) Convenience transfers will be limited for each resident to no more than one move every five years. If the resident has been transferred for medical reasons, they may not take advantage of a convenience transfer for five years from the date of the medically necessary transfer.
(5) A maximum of two transfers per month will be allowed, in order to facilitate the preparation of units by the maintenance staff.
(6) Only major repair/refurbishing shall be completed on a convenience transfer unit. For example - units will only be painted when, in the opinion of the BHA, it is necessary, stoves and refrigerators may be cleaned, and major and/or minor maintenance will be completed. In most cases stoves and

refrigerators will be transferred along with the resident. Transfers will not be made into apartments which will need to have the carpet replaced. Residents requesting convenience transfers will be expected to leave their former unit in reasonable condition, normal wear and tear excepted.

(7) Only residents paying rent to the BHA are eligible for convenience transfers.

(8) This policy shall be subject to change and/or subject to voidance, if, in the opinion of the BHA, it becomes detrimental to the efficient operation of the agency.

g) In the interest of the efficient operation and solvency of the Housing Authority, it shall remain the right of the BHA to determine when transfers shall occur. Exceptions may be made by the BHA on the number of allowable transfers per month, including none at all.

VI. THE CERTIFICATION PROCESS

A. INITIAL CERTIFICATION. Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II), Adjusted Income, and Tenant Rent, as defined. Families are required to pay the greater of the following and to provide verification as follows:

1. 30% of Monthly Adjusted Income (after adjustments);
2. 10% of Monthly Income (before adjustments);
3. Flat rent which is based on a study of comparable rents for the community and is the same as the ceiling rents.
4. Minimum TTP (Total Tenant Payment) of $50.

a) Exception to minimum rent is as follows: If family requests a hardship exemption, the minimum rent requirement will be suspended immediately. If the BHA determines that there is no hardship covered by the law, the minimum rent is imposed including back payment. If it is determined that the hardship is temporary the exemption cannot be granted.

b) But, during the 90-day period beginning upon the date of the family's request for an exemption, the BHA may not evict the family for nonpayment of rent. A reasonable repayment agreement will be offered for any rent not paid during the 90 days. The family will have those 90 days to demonstrate that the hardship circumstances are long-term. If the BHA approves the long-term hardship request, then the rent will be retroactively suspended.

5. The most acceptable form of verification of income must ALWAYS be pursued to the utmost extent, which is third party written verification from a reliable source. Verification of income will be done for applications, annual reexaminations, and rent reviews according to HUD's Verification Guidance See Appendix J. for further explanation**.**

a) UIV

b) Written verification must not be hand carried to or from the source by the family.

c) Third party oral verification is to be used when neither the BHA nor the applicant/resident family is successful in persuading a source to return written verification forms. In this case, BHA staff telephone the verification source, asks the appropriate questions and then signs and dates the form and makes a note in the file about why this method was used rather than third party written verification.

d) If, after a thorough attempt, neither written nor oral third party verification is successful, the BHA may rely on a review of information provided by the applicant/resident, but must document in the file why third party verification was not obtained. If pay check stubs are accepted, if available, at least 3 months' of pay stubs will be used to determine income.

e) The BHA may require that the family sign a certification or notarized statement describing the relevant facts.

f) To obtain verification the BHA must obtain a release of information from the family member about whom information is being requested.

g) The BHA is the final judge of what constitutes adequate and credible documentation and verification. BHA staff will not accept information, simply because it is offered.

h) The BHA must verify: income, assets, asset income, divested assets, family composition, social security numbers, citizenship or eligible immigration stats, and required criminal history review; preference points, deductions, standards for application criteria, and any special program requirements.

B. UTILITY REIMBURSEMENT PAYMENTS. If the Utility Allowance is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. When the family has a credit, the payment is to be made to Power Company Company. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary.

C. ANNUAL REEXAMINATION. To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate monthly payment, the eligibility status and the Adjusted Income are to be periodically reexamined and redetermined as follows:

1. The reexaminations for all Families are to be conducted once every twelve (12) months and will normally be scheduled sixty (60) to ninety (90) days prior to the

anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the appointment. An exception is when a family is paying a "flat rent." That family income is reviewed only once every three years.

2. The Family will be requested to provide information necessary for recertification at the time of the appointment. The family will be required to complete and sign required forms. If the family does not come in for appointments, does not sign or complete forms, does not provide required information, or does not come in for follow-up appointments, an eviction notice will be sent within 30 days of the occurrence or non-participation.

3. After the Family's eligibility and Income have been determined, the monthly payment shall remain in effect for the period between regular rent determinations unless during such periods the TTP is less than $100 or there is a change in the head of household. *ALL CHANGES IN INCOME OR FAMILY SIZE MUST BE REPORTED WITHIN 10 DAYS OF OCCURRENCE.*

a. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If it is a temporary income change, for example, school is closed down, and a reduction in rent is granted, rent will be readjusted to the usual amount effective the month after the income returns to normal. If the income change is permanent or the date is unknown, Tenant must report subsequent changes in income within ten (10) days. That increase in income shall NOT result in an increase in rent until the Annual Reexamination. The only exception to the above policy is if a resident is paying flat rent. Flat rent: After a hardship exemption has been granted to release a family from paying the flat rent, the rent can increase to an amount no higher than the flat rent when the tenant's income increases prior to their annual reexamination. Rent will not be reduced if welfare or public assistance benefits are reduced under a Federal, State, or local law regarding such an assistance program because of fraud or failure of any member of the family to comply with the conditions under the assistance program to participate in an economic self-sufficiency program or failure to comply with work activities requirement.

b. There is a loss or addition of family head. Tenant shall notify Authority in writing whenever any member of the household no longer resides in unit. It must be reported to the Authority within (10) days of its occurrence. A rent change will be made based on the income of the loss or addition of the income recipient.

c. It is found that the Tenant has misrepresented to the Authority the facts upon which his/her rent is based, so that the rent he or she is paying is less than he or she should have been charged. If this is found then the increase to the rent will be retroactive.

d. Rent formulas are changed by Federal Law or regulation.

e. Utility allowances are changed.

f. There is a change in a source of income. That change must be reported within 10 days of its occurrence. Such change shall result in a rent change unless any other HUD regulations take precedent.

g. Tenant has Total Tenant Payment of $100 or less. In that case, any income changes must be reported to the Authority within ten (10) days of its occurrence and rent will be revised accordingly.

4. Determinations of eligibility and changes in the monthly payment may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.

5. If a Family's monthly payment cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the BHA will alert the resident of the problem. If the resident still does not respond, or does not verify necessary information, *or does not sign required forms*, a lease termination letter will be sent to

the leaseholder and eviction proceedings will be initiated. That will take place if the leaseholder does not complete the certification within thirty (30) days after the date of the scheduled appointment.

6. If a Family has either added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time, have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

7. Verification of mandatory Community Service will be required. If not provided the first year, the Tenant and/or family member will be allowed to sign an agreement that the hours will be completed before the next Annual Reexamination. If those hours are not completed by that time, the lease will not be renewed and the Tenant and/or family member will be required to move out of the apartment.

D. SPECIAL (INTERIM) REEXAMINATION.

1. If, at the time of admission to the program or reexamination, it is not possible to do an estimate of Adjusted Income for the next twelve (12) month period with any degree of accuracy because of (a) unemployment and no anticipated prospects of employment or (b) conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination, a special reexamination shall be scheduled for a specified time depending upon the Authority's estimate of the time required for the Family circumstances to stabilize.
2. If, at any time of such special reexamination, it is still not possible to make a reasonable estimate of adjusted income, special reexaminations shall continue to be scheduled and conducted up to the time of the next scheduled annual review, until it is possible to make a reasonable estimate of Family Income.
3. If, at the time of admission to the Program or annual review, a Family is known to have a history of widely fluctuating income over the past year(s) as a result of fluctuating between employment and welfare or other assistance, special reexaminations should be scheduled since such income patterns can be expected to continue.
4. If, at the time of admission or annual review, a Family reports no income, the lack of income shall be appropriately documented. The Family shall be further required to have their situation re-verified as scheduled until such time as a source of income is documented. A Zero Income Form will be completed with the applicant/resident to establish the family's expenses and how they are being paid. If there are expenses paid by someone who is not a household member, these contributions will be considered income for the purposes of the public housing program.
5. In addition to submitting such information as may be required at the time of periodic reexamination (or special reexamination) of eligibility and redetermination of Adjusted Income, Families are to be required to report to the Authority within ten (10) calendar days the following defined changes in Family circumstances:

   a) Changes affecting Family composition. Loss or addition of any Family member through marriage, death, divorce, birth, adoption or any other circumstances.
   b) Changes affecting Income: Changes in source of income. Increase in amount of income.
6. Upon receipt of a report of a change in family composition or income, an interim redetermination of adjusted income will be conducted, and the monthly payment will be adjusted as follows:

   a) Decreases in monthly payments between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances was verified. The only exception to this is if the change was not verified sooner due to circumstances beyond the control of the Tenant. If the decrease is due to a decrease in Welfare Assistance see Section D. 7. (e) in this chapter.

b) Increases in monthly rent are effective the first day of the month following the change in income, the rent review, or the annual reexamination. Thirty days notice of an increase will be provided as long as the resident provided the verification in a timely manner. If the verification was not provided in a timely manner, the increase will be retroactive to the date the increase should have been effective.

c) There is a disallowance of earned income, which only applies for calculation of rent after admission to the program, which is earned income for families who start work or self -sufficiency programs for a period of 12 months. The rent may not be increased as a result of the increased income as a result of employment of a member of the family who was previously 1. unemployed for one or more years; whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or who is or was, 2. within previous 6 months, assisted under any State program for temporary assistance for needy family funded under part A of the Title IV of the Social Security Act and only if the amount of TANF-funded assistance, benefits or services is at least five hundred dollars and whose earned income increases – *This does include subsidized childcare from IDPA*; 3. whose employment income increases during the participation of a family member in any family self-sufficiency or other job training. For the purposes of this section, "previously unemployed" includes a person who has earned, in the previous 12 months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

d) Upon expiration of the 12-month period of earned income the rent payable by a family described above may be increased due to the continued employment of the family member described above except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable but for this paragraph. These two 12-month periods are cumulative over a 48 month period, i.e. the resident has a limit of 48 cumulative months in which he/she is employed 24 months. The disallowance is limited to one forty-eight month period from the beginning of the first month after commencement of qualifying employment of an individual family member. At any time after the 48 months from the first date of employment have expired, the resident is no longer eligible for decreased rent due to employment. Each qualifying family member is only entitled to a total of 12 months of each disallowance. This applied only for public housing residents, not for applicants.

e) Families must not have their rent reduced if welfare assistance is reduced due to fraud, failure to participate in economic self-sufficiency program, or failure to comply with work activities requirement. Rent will be reduced if the welfare reduction is the result of the expiration of a lifetime time limit of welfare benefits or the family has complied with welfare program requirements but can't find a job. Welfare assistance means income assistance from Federal or State welfare programs, and includes assistance provided under the TANF program. Welfare assistance does not include assistance solely directed to meeting housing expenses, and does not include programs that provide health care, child care or other services for working families.

The EXCEPTION to this is that the BHA may not include imputed welfare income in annual income if the family was not a public housing resident at the time of the sanction.

The BHA must ask welfare agencies to inform the BHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the BHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

The BHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency.

E. ADJUSTMENT FOR UTILITY ALLOWANCES.

1. The Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances. If the Authority determines that an adjustment should be made, affected residents will be given notice of the Utility Allowance revisions not less than sixty (60) days prior to the proposed effective date of such revisions. Residents will also be provided an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the allowance revisions.

1. Changes in rents shall become effective the first day of the month following the date of adoption of the Utility Allowance by the Board of Commissioners, as long as the above 60 day requirement has been met.
2. Residents whose rent increases due to Utility Allowance adjustments shall receive at least thirty (30) days notice of such increase.
3. The BHA will pay any utility reimbursement, when the resident has a credit, directly to the utility company.

F. ADJUSTMENTS DUE TO ERRORS.

1. An adjustment in monthly payment shall be retroactive to the first day of the rent period affected when there is:

a) An error due to misrepresentation by the Family and the corrected determination results in increased rent;
b) An error from which the corrected determination results in decreased rent.

2. An adjustment in monthly payment shall be effective the first day of the month following the date an error is found if the error was not the fault of the Family and the corrected determination results in increased rent.

G. REEXAMINATION PROCEDURES.

1. The Head of Family is required to complete a Personal Declaration form, and whatever other forms as may be necessary, prior to the reexamination, and to supply such information as required, including income verification, to determine family composition and Annual Income.
7. The Family is to be notified in writing concerning their eligibility status, any changes in monthly payments, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.
8. Upon determination by the Authority that data supplied by the Family was misrepresented, the Authority may terminate the Lease or may adjust the monthly payment, billing for any amount owing as a result of this misrepresentation.
5. See section A.4. above for a discussion of minimum rent exceptions.

H. FAILURE TO REPORT INCOME CHANGES.

If it is found at the time of reexamination (or any other time) that the family has failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment

1. The Authority shall collect the increased payment retroactive to the first of the month in which the changes occurred, but in no case will we go back further than 24 months. Unless the Executive Director, or authorized agent, approves a Repayment Agreement, as specified below, the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed.
2. It is considered fraud and can result in the termination of the lease of the tenant.
3. The family must promptly furnish to the BHA any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income. If that verification is not provided it could result in the termination of the lease of the tenant.

4. The BHA must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment and tenant rent, or terminate assistance, as appropriate, based on such information.

I. DAMAGES AND SUDDEN LOSS OF INCOME.

If, during any twelve (12) month period, a Family is unable to pay one month's payment due to a sudden decrease in income, or the Family incurs a debt to the Authority equal or greater than one month's payment, the Family may enter into a Repayment Agreement with the Authority. This Repayment Agreement shall be as follows:

1. Minimum monthly payments shall be 1/6th of the amount owed, or $25.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payment shall not exceed fifty (50%) percent of the Family's Gross Monthly Income.
2. Repayment Agreements shall be due and payable per the same terms and conditions as apply to the payment of monthly rent.
3. Monthly payments made by a Family who has an outstanding repayment Agreement shall be applied in the following order:
   a) Past due Repayment Agreements
   b) Current Repayment Agreements
   c) Other past due charges and late charges
   d) Current charges

J. FAILURE TO REPORT INCOME CHANGES WITH EXTENUATING CIRCUMSTANCES. The Executive Director, or authorized representative, may allow a Family, who fails to report income changes, to enter into a Repayment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income; and,
2. The family does not have the funds available to repay the debt; and,
3. The debt is greater than the Family's gross monthly income.

K. AUTHORITY ERRORS. The Housing Authority will not calculate retroactive increases if the income change was reported in a timely manner and the Authority failed to make the appropriate adjustment. If rent was calculated correctly, the resident was informed of the new rental amount, but there was an error in charging that rent amount to the resident, the resident is still responsible for paying that rent amount. If the error of the BHA resulted in an overcharge to the resident, the BHA will go back no further than 1 year or to the last Annual Reexamination whichever is further in crediting the tenant's rent.

VII. UNIT INSPECTIONS

A. INITIAL INSPECTION.

1. An initial inspection of the dwelling unit will be required prior to resident move-in, but after the unit has been completely repaired, cleaned and made ready for occupancy. The resident will be instructed during the inspection of the Authority's expectations for dwelling unit upkeep.

2. The inspection shall be conducted with both the resident and Authority representative present, and the results entered on an inspection form prescribed by the Authority.

3. The pre-occupancy condition of the unit, as well as any deficiencies, missing items, needed repairs, etc. shall be entered on the report.

4. The report shall be signed and dated by both the resident and the Authority representative, and shall be considered the official record documenting the condition of the unit at the time of occupancy. The report shall serve as the basis for assessing charges (if any) to the resident upon termination of residency.

5. The original of the inspection shall become a permanent part of the resident's file. A copy of the report shall be provided to the resident. Corrective action by the Authority on deficiencies noted in the initial inspection shall be made a part of this report.

B. PERIODIC INSPECTIONS. During the first year of occupancy, inspections may be conducted every six months. If the inspections during the first year are satisfactory and no Lease violations are noted, the Authority may reduce the frequency of inspections during subsequent years of occupancy. At a minimum, annual inspections of all units will be completed.

C. SPECIAL INSPECTIONS. A special inspection will be conducted where deficiencies are noted at the annual inspection or when damages or other violations are suspected. If the interim inspection reveals inadequate care of the unit, the resident shall be placed on a probationary status. A copy of the inspection listing the deficiencies shall be provided to the resident stating that corrective action must be taken and setting a re-inspection date. If upkeep remains inadequate, appropriate action, including possible termination of tenancy, will be taken.

D. VACATE INSPECTION:

1. Inspection of a Unit being vacated will be required. The vacate inspection will be scheduled when the resident has removed all personal items and completed cleaning of the unit. Residents shall be given vacate instructions to assure that they understand the Authority requirements and expectations.

2. If possible, the inspection will be conducted with the resident present, and the inspection report shall be signed by both the resident and the Authority representative.

3. A list of potential charges shall be summarized on the appropriate section of the report. The vacate inspection report shall be compared with the initial inspection to evaluate any damages beyond normal wear and tear.

4. Disagreement between the resident and the Authority regarding vacate charges and the disposition of any Security Deposit shall be settled in accordance with the Authority's Grievance Procedure.

5. Vacate inspections shall also be required when residents have vacated without notice or have been evicted where normal vacate inspection procedures would be inappropriate. In these situations, two Authority representatives should be present during the inspection and/or photographs taken to document the condition of the unit.

E. DEVELOPMENT INSPECTIONS. The Authority will conduct project inspections as often as feasible to note items in need of repair, general trends of resident neglect, and/or specific deficiencies in the appearance or upkeep of units.

F. HUD INSPECTIONS. HUD or HUD contractors may conduct apartment and project inspections.

G. PHOTOGRAPHY. The BHA may photograph or videotape the apartment during any inspection or entry into the apartment after notification of entry is given.

VIII. PET POLICY FOR UNITS DESIGNED FOR ELDERLY AND/OR DISABLED

A. GENERAL STATEMENT: Under Section 227 of the Housing and Urban-Rural Recovery Act of 1983, effective November 30, 1983, Federal guidelines have been established which permit pet ownership in Federally Assisted Rental Housing built exclusively for occupancy by the elderly and handicapped. This policy pertains to Wood Hill Towers, John Kane Homes, McGraw and Nierstheimer units which have been designated for the elderly or handicapped. No family living in these units can, as a condition of occupancy, be prohibited from keeping common household pets in their units. In addition, no family can be denied admission to those units because they own such pets.

Animals that assist the handicapped are excluded from this policy.

This regulation also does not apply to service animals that assist persons with disabilities or service animals that visit public housing sites. We do reserve the right to limit service animals to one per apartment. Those animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity.

ONLY residents who are in good standing with the Authority may keep a pet at their apartment. To be in good standing all rent must be paid, the apartment must be kept clean and all other rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

B. COMMON HOUSEHOLD PETS include domesticated animals, such as dogs, cats, birds or fish, that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters, gerbils, guinea pigs and snakes. Vicious, dangerous or intimidating pets will not be allowed. This could be a specific type of pet, breed of pet, or a specific pet.

C. PET RULES

1. Registration. All dogs and cats must be registered with the Authority before they are brought onto the premises. The registration shall include:
   a) A complete description of the pet, including breed, age, color, height and weight;
   b) A certification of a licensed veterinarian stating that the pet:
      (1) Has received all required inoculations and boosters, including current rabies, distemper and parvovirus.
      (2) has been neutered or spayed if over the age of ten months old; and
      (3) Is in good health and free from communicable diseases and external parasites (fleas, ticks, etc.), and generally shows good behavior.
      (4) Pet's weight/height requirements are as follows: not to exceed 20 pounds nor exceed 20 inches high at adult size, whichever is larger.
      (5) The front paws of cats are declawed.

   c) A signed statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included. If the tenant does not allow the person entrance to the apartment, or if there are other extenuating circumstances, the pet may need to be removed. At the Executive Director's discretion (or his/her designee'), Housing Authority staff may find an appropriate, humane placement for the pet.

d) A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules
e) All present pet owners shall up-date pet information on an annual basis.
f) One color photo of the pet may be required.
g) A current license issued by the appropriate authority.

2. Sanitary Standards and Pet Care
   a) Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.
   b) Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
   c) Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly, unsanitary, or have an odor.
   d) Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
   e) Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.
   f) An inspection of the potential owner's apartment may be required prior to allowing the pet to move into the apartment.

3. Pet Restraint
   a) All dogs and cats must be kept on a leash and under control by an adult at any time they are outside of their apartment.
   b) No pets are to be allowed at any time in any community areas including the Community Room, South Activity Room, Party Room or Commissary.
   c) Pets will only be allowed to be in the interior common areas for ingress or egress to and from the building. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
   d) Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
   e) All pets must be on a leash and carried or in a pet carrier when inside the allowable common areas in the building.
   f) No animals shall be tied up on the outside or left unattended.
   g) All pets must be in a pet carrier/cage or otherwise restrained when residents is aware that BHA staff will be in their apartment - such as on spray days.

4. Limitations

   a) All pets shall be currently licensed in accordance with local laws and regulations.
   b) No more than one dog or cat shall be permitted in a household of a resident living in a building designated for the elderly/disabled. See other Pet Policy for housing not designated for the elderly or disabled. No more than 2 birds and 1 fish aquarium shall be permitted in any public housing unit unless special permission is given.
   c) The dog's anticipated full-grown weight shall not exceed 20 pounds or if heavier than that, height shall not exceed 15 inches.
   d) Dogs and cats may reside with their owners in any unit at Wood Hill Towers or John Kane homes.

e) Any resident of a unit at Nierstheimer East, West or at McGraw apartments may keep a pet if these rules are followed.

f) Should any pet housed in an Authority facility give birth to a litter, the resident shall move from the premises all of said pets except one within ten (10) days.

5. Security Deposits

a) All owners of dogs or cats are required to pay a separate, refundable pet security deposit. The amount of the deposit shall be $100 and shall be paid in advance prior to the pet being allowed into the apartment. There is no deposit required for 1 bird in a cage or 1 fish aquarium.

b) The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.

c) The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

6. Strays and Visitors

a) The care or feeding of animals not registered with the Housing Authority shall be considered keeping a pet without permission, and a violation of this policy.

b) The keeping of pets on a temporary basis for others is not permitted. Pets belonging to visitors of tenants are not permitted in the buildings, without the express written permission of the Executive Director or his/her designee.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

1. If a pet becomes a nuisance, vicious, or displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person, and in the event that contact cannot be made, the BHA will authorize removal of the pet.

2. If the health or safety of the pet is threatened by the death or incapacity of the pet owner, and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no less than 10 days. The pet owner will be responsible for this cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.

3. If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Authority accepts no responsibility for the animal under such circumstances.

4. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere, or diminish” shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

E. DENIAL OF APPROVAL: The Authority reserves the right to refuse to register a pet if

1. The pet is not a common household pet;
2. The keeping of the pet would violate any applicable house pet rule;
3. The pet owner fails to provide information as required under this policy; or
4. The Authority reasonably determines, based upon the pet owner’s past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations.
5. The apartment is not kept in a clean and sanitary condition based on annual unit inspections

6. If the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

F. PET RULES VIOLATION PROCEDURES. Violation of these pet rules shall be considered violations of the Lease Agreement and shall be handled accordingly. This includes the tenant's right to a hearing under the Authority's Grievance Procedure.

1. The pet owner will be fined up to $50 for each occurrence.
2. The pet will be required to be removed if it disturbs neighbors, visitors, staff or contractors of the BHA within 14 days of written notice by Authority.
3. Eviction

G. EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED

1. This pet policy does not apply to animals that are used to assist the handicapped. In order to qualify for this exclusion with a limit of one animal, the tenant or prospective tenant must provide the following:
a) Appropriate medical certification that the tenant is handicapped, i.e. physician's statement.
b) That the animal has been trained to assist the tenant with a specific handicap, and
c) That the animal actually assists the handicapped individual.

IX. PET POLICY FOR UNITS NOT DESIGNED FOR ELDERLY/DISABLED

This regulation does not include the rules for elderly or disabled federally-assisted rental housing, which are located at 24 CFR Part 5, Subpart C. This regulation also does not apply to service animals that assist persons with disabilities or service animals that visit public housing sites. We do reserve the right to limit service animals to one per apartment. Those animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity. This Statement of Pet Policy is established for the Housing Authority of the City of Bloomington effective after Regulations are published by HUD and approved by the Board.

Per the requirements of Section 526 of the Quality Housing and Work Responsibility Act of 1998, "a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the policies established in the public housing agency plan for the agency".

ONLY residents who are in good standing with the Authority may keep a pet at their apartment. To be in good standing all rent must be paid, the apartment must be kept clean and all other rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

COMMON HOUSEHOLD PETS include domesticated animals, such as dogs, cats, birds or fish, that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters, gerbils, guinea pigs and snakes, as well as any animal classified as dangerous. Vicious, dangerous or intimidating pets will not be allowed. This could be a specific type of pet, breed of pet, or a specific pet.

1.0 PET RULES: Registration. All dogs and cats must be registered with the Authority before they are brought onto the premises. Prior to allowing any pet on the premises, the resident shall apply to BHA for a pet permit that shall be accompanied by the following:

1.1 A complete description of the pet, including breed, age, color, height and weight.

1.2 A current license issued by the appropriate authority

1.3 A certification of a licensed veterinarian stating that the pet

a. has been spayed or neutered, as applicable

b. has received all required inoculations and boosters, including rabies, parvovirus and distemper inoculations or boosters and must keep up with these yearly

c. is in good health an free from communicable diseases and external parasites (fleas, ticks, etc.) and generally shows good behavior

d. Pet's weight/height requirements are as follows: not to exceed 20 pounds nor exceed 20 inches high at adult size, whichever is larger.

e. the front paws of all cats must be declawed

1.4 A signed statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included. If the tenant does not allow the person entrance to the apartment, or if there are other extenuating circumstances, the pet may need to be removed. At the Executive Director's discretion (or his/her designee'), Housing Authority staff may find an appropriate, humane placement for the pet.

1.5 A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules.
1.6 All present pet owners shall up-date pet information on an annual basis
1.7 One color photo of the pet may be required.

2.0 Sanitary Standards and Pet Care

2.1 Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.
2.2 Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
2.3 Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly, unsanitary, or have an odor
2.4 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
2.5 Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.
2.6 An inspection of the potential owner's apartment may be required prior to allowing the pet to move into the apartment.

3.0 Pet Restraint

3.1 An adult must keep on a leash and under control all dogs and cats at any time they are outside.
3.2 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
3.3 Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
3.4 No animals shall be tied up on the outside or left unattended. No doghouses, animal runs, etc. will be permitted.
3.5 Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.

4.0 Limitations
4.1 No more than one dog or cat shall be permitted in an apartment.
4.2 Permitted pets are domesticated dogs, cats, birds, and fish aquariums. The dog's anticipated full-grown weight shall not exceed 20 pounds or if heavier than that, height shall not exceed 15 inches.
4.3 The *only location in which dogs will be permitted is in Sunnyside Court* as that is the only family development that has enough green space for dogs

4.4 Only one pet that requires a pet deposit, per household, will be permitted. Only 2 pets that do not require a pet deposit, per household, will be permitted.

4.5 Should any pet housed in an Authority facility give birth to a litter, the resident shall move from the premises all of said pets except one within ten (10) days.

5.0 Security Deposits

5.1 All owners of dogs or cats are required to pay a separate, refundable pet security deposit of $200. It is not required for 1 bird kept in a cage or 1 fish aquarium. This deposit must be paid in addition to the Authority's standard security deposit and in advance prior to the pet being allowed into the apartment.

5.2 The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.

5.3 A monthly non-refundable nominal fee of $15 per month to cover reasonable operating costs to the Housing Authority will be required of each cat or dog only if staff is required to respond to issues involving the pet more than two (2) times in any year.

5.4 The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

6.0 Strays and Visitors

6.1 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Authority.

6.2 Visitors are not allowed to bring pets and the residents shall not engage in "pet-sitting." The keeping of pets on a temporary basis for others is not permitted. Pets belonging to visitors of tenants are not permitted on the premises or in the apartment, without the express written permission of the Executive Director or his/her designee.

7.0 Nuisance or threat to the health or safety

7.1 If a pet becomes a nuisance, vicious, or displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person (pet sponsor), and in the event that contact cannot be made, the BHA will authorize removal of the pet.

7.2 If the death or incapacity of the pet owner threatens the health or safety of the pet, and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no less than 10 days. The pet owner will be responsible for this cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.

7.3 If pets are left unattended for a period of twenty-four (24) hours or more, BHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. BHA accepts no responsibility for the animal under such circumstances.

7.4 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

8.0 Violation of the Rules. Residents who violate these rules are subject to:

8.1 Being required to get rid of the pet within 14 days of written notice by BHA
8.2 Eviction.
8.3 A fine of up to $50 for each occurrence.

9.0 DENIAL OF APPROVAL: The Authority reserves the right to refuse to register a pet or to revoke the registration at any time. The privilege of maintaining a pet in a facility owned and/or operated by BHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to BHA's Hearing Procedures

9.1 if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.
9.2 The pet is not a common household pet
9.3 The keeping of the pet would violate any applicable house pet rule;
9.4 The pet owner fails to provide information as required under this policy
9.5 The Authority reasonably determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations
9.6 The apartment is not kept in a clean and sanitary condition based on annual unit inspections.

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

11.0 EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED

This pet policy does not apply to animals that are used to assist the handicapped. In order to qualify for this exclusion for a limit of one animal, the tenant or prospective tenant must provide the following:

11.1 Appropriate medical certification that the tenant is handicapped, ie. physician's statement.
11.2 That the animal has been trained to assist the tenant with a specific handicap, and
11.3 That the animal actually assists the handicapped individual.

X. APPENDIX A - DEFINITIONS

Abandonment of Unit. A unit shall be considered abandoned if:

A. the unit appears uninhabited and the Tenant has not paid rent for the period in which the unit was uninhabited; or
B. Tenant's property of apparent value has been removed and one of the following has occurred:
   1. a period of 30 days has elapsed from the time the removal of the Tenant's property was first noticed; or
   2. the Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or
   3. the Authority has filed a forcible entry and detainer suit.
C. If the Authority determines that abandonment has occurred**,** it may retake possession of the premises and dispose of all Tenant's property whenever the rent due on the premises exceeds the apparent value of the property, or 30 days after the apartment was posted as apparently abandoned.

Adjusted Income. The Annual Income of an Eligible Family less:

A. $480 for each Dependent.
B. $400 for any Elderly/Disabled Family.
C. **Child Care Expenses**, as defined.
D. Medical Expenses which exceed three percent (3%) of the Annual Income of any Elderly Family.
E. **Handicapped Assistance Expenses**, as defined, in excess of three percent (3%) of Annual Income.
F. Any other approved work-related expenses as described in Chapter 2.
G. Earned income of a minor
H. Other HUD approved and funded adjustments as noted in Chapter 2.

Anniversary Date of Lease. Day of the year on which the Lease was initially executed.

Annual Income. The anticipated total Annual Income of an Eligible Family from all sources for the 12-month period following the date of determination of Income (see Section II.B.).

Assets. Include all of the following: Trusts that are available to a family, stocks, bonds, money market funds, equity in real property, retirement savings accounts, contributions to company retirement and pension funds. (Before retirement, only amounts that a family can withdraw from these funds without retiring or quitting are counted as assets. After retirement, regular periodic payments from these funds are counted as income.) Other assets are lump sum receipts that are retained and verifiable, such as: inheritances, capital gains, and lottery winnings. SS and SSI lump-sum payments are also assets. Personal property held as an investment (e.g., gems, jewelry, and coin collections) and the surrender value of life insurance policies are all assets.

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

Authority. The Housing Authority of the City of Bloomington.

BHA. Housing Authority of the City of Bloomington

Child care Expense. Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed. That is only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education including full-time vocational training and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care(see definition), and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of Income received from such employment that is included in annual income. The days and times of childcare requested must match employment/training/ or job search times. See entry on Reasonable Child Care costs.

Citizen. A citizen of the United States.

Covered families. Designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires

that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Criminal Activity. Includes violent crimes and any other crimes that would pose a threat to the life, health, safety, or peaceful enjoyment of residents. These shall be considered when determining eligibility for a family applying for public housing and in determining continuing eligibility. This will be done on a case-by-case basis focusing on the concrete evidence of the seriousness and recentness of criminal activity as the best predictors of tenant suitability. The location of the offense is irrelevant. The Authority will also take into account the extent of criminal activity and any additional factors that might suggest a likelihood of favorable conduct in the future, such as evidence of rehabilitation.

Currently engaging in illegal use of a drug. Illegal use of a drug occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Dependent. A member of the family household (excluding foster children), other than the Head of Family or Spouse, who is under 18 years of age or is a Disabled or Handicapped Person, or is a full-time student, including a student in vocational training.

Designated for the Elderly or Handicapped. Any development, including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at its inception, or, although not so designated, for which the Authority gives preference in tenant selection (with HUD approval) for all units in the development, or for a building in a mixed-use development, to elderly or handicapped families.

Disabled Person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102)(7) of the Developmental Disabilities Assistance and Bill of Rights Ace (42 U.S.C. 6001(7).

A. Section 223 of the Social Security Act defines “disability as:
1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or
2. In the case of an individual who has attained the age of 55 and is blind within the meaning of “blindness” as defined in Section 416(1) of the Social Security Act, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
3. Not withstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependence.

B. Section 102(7) of the Developmental Disabilities and Bill of Right “developmental disability” as: A severe chronic disability that (a) is attributable to a mental and/or physical impairment; (b) is manifested before the person attains age 22; (c)is likely to continue indefinitely; (d) results in substantial functional limitations in three (3) or more of the following areas of major life activity:

1. self care;
2. receptive and responsive language
3. learning;
4. mobility;
5. self-direction
6. capacity for independent living; and
7. economic self-sufficiency; and
8. reflects the person’s need for a combination and sequence of special, interdisciplinary or generic care, treatment or other services which are of life-long or extended duration and are individually planned and coordinated.

Displaced Person. A person displaced by governmental action, or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by under Federal disaster relief laws.

Domestic Violence. Actual or threatened physical violence directed against one or more members of a family by a spouse or other member of the household.

Drug abuse treatment facility. An entity that holds itself out as providing and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use and that is either an identified unit within a general care facility or an entity other than a general medical care facility.

Drug-related Criminal Activity. The illegal manufacture, sale, distribution, use, possession or possession with intent to manufacture, sell, distribute or use a controlled substance. (As defined in section 102 of the Controlled Substances Act (21 U.S. C. 802) which does include marijuana as a controlled substance.) This can be either on or off the premises of Public Housing.

Dwelling Lease. A lease agreement between the Housing Authority and the tenant in the form shown in Appendix C. The Dwelling Lease shall, among other things, reflect the rent currently being charged and the conditions governing occupancy. It will cover a 12-month period.

Dwelling Unit. A **Unit**, as defined.

Economic self-sufficiency program. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). It includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d) Economic self-sufficiency programs include: Job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, any program necessary to ready a participant for work (including a substance abuse or mental health treatment program) or other work activities.

Elderly Family. A Family whose Head of Family, Spouse, or sole member is an Elderly, Disabled or Handicapped Person, as defined. It may include two (2) or more Elderly, Disabled or Handicapped Persons living together, or one (1) or more such persons living with one or more Live-in Aides.

Elderly Person. A person who is at least 62 years of age.

Eligible Family. A family who meets the requirements of Section II.A. and whose Annual Income meets the criteria listed in Chapters 2, 3, and 4 and meets income criteria at time of move-in.

Emancipated Minor. A person under the age of 18 years who has been declared legally emancipated from his or her parents according to federal, state or local law. For the purpose of qualifying for housing, a minor may also be considered to be emancipated by reason of marriage.

Employment – Actively Seeking. More than one family member may be actively seeking employment at any time. If necessary to verify, we will request one or more of the following: card verifying appointments at the employment office, social service staff statement of their involvement with the resident's search for employment, copy other agency's verification, or statements from prospective employers. At least one job application per day of childcare request is required.

Extremely Low Income. A family whose income does not exceed 30% of the median family income.

Family. One or more persons applying for or living in an assisted dwelling unit. A Family can consist of any of the following:

A. An **Elderly Family**, as defined in this Section.

B. Two (2) or more persons who intend to live together and whose income and resources are available to meet the family's needs, with the following clarifications:

There can also be other persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.

1. Persons residing with a Family to permit the employment of a sole wage- earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or for continued occupancy.
2. Children are considered family members if they either currently reside, or it can be reasonably be anticipated that they will reside, with the Family at least six (6) months a year.

3. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size.

C. A **Single Pregnant Woman** or a **Single Person Obtaining Custody**, as defined, shall be considered a two-person family.
D. A single person who is otherwise eligible.
E. The remaining member of a tenant family.
F. A displaced person.

Family member. Immediate family member for purpose of minimum rent exemption is parent, step-parent, child, step-child, grandparent, sibling.

Full Time Student. A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is considered a Full-Time student under the standards and practices of the institution attended.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including Handicapped and Disabled members) to be employed; provided that, the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped Person. A person having physical or mental impairment (1) which is expected to be of long-continued and indefinite duration; (2) which substantially impedes that person's ability to live independently; and (3) which is of such nature that the ability to live independently would be substantially improved by more suitable housing conditions such as those provided by the Program.

Hardship circumstances to qualify for Hardship exemption. Are used in determining whether or not family must pay minimum rent. They include when family has lost eligibility for or is waiting for an eligibility determination for a Federal, State or local assistance program; the family would be evicted as a result of applying the minimum rent requirement; the income of the family has decreased because of changed circumstances such as loss of employment or a death in the family. It includes a situation where the family would be evicted because it is unable to pay the minimum rent - but only minimum rent. This applies to a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996.

Head of Family. That member of the Family who is actually looked to, and held accountable for, the Family's needs.

Homeless. Lacking a fixed, regular, adequate nighttime residence, AND having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. Does not include any individual imprisoned or detained pursuant to state law or an act of Congress.

HUD. The U. S. Department of Housing and Urban Development or its designee.

Imputed Assets. The cash value of an imputed asset is the difference between the actual cash value of the asset and the amount received for it. The BHA has established a minimum threshold for counting assets disposed of for less than fair market value at $1000. The following reasons for asset disposal are not considered assets disposed of for less than fair market value: divorce or separation, bankruptcy, or foreclosure.

Imputed Welfare Income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income. In includes the amount of imputed welfare income plus the total amount of other annual income. However, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed. The BHA will count imputed welfare income of a covered family only after the BHA has received notice of the welfare reduction from the welfare agency. At the

request of the BHA the welfare will inform the BHA in writing of the amount and term of any specified welfare benefit reduction for a family member and the reason for such reduction.

Income. Income from all sources received by the Head of Family (even if temporarily absent) and each additional member of the Family household. It includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in economic self-sufficiency

Income Based Admission. Selecting an applicant based on the amount of the applicant's income. Selecting a relatively higher income family for admission is allowed if the preference is pursuant to a Local Preference admission or for deconcentration of poverty or in order that 40% of all new admissions are families with incomes no higher than 30% of area median income.

Income for Eligibility. The anticipated total Annual Income of a Family for the 12-month period following the date of determination, computed in accordance with Section II.B.

Income Limits. HUD established Low and Very Low and Extremely low Income Limits that are used to determine if assisted housing program applicants qualify for admission to the programs, and are based on HUD estimates for area median family income.

Involuntary Displacement. Having been forced to vacate a housing unit and not living in standard replacement housing, OR, within no more than six (6) months from the date of preference status certification, will have to vacate a housing unit. The reason for vacating must be as a result of one or more of the following:

A. A disaster, such as a fire or flood, that results in the uninhabitability of the unit.
B. An activity carried on by a government agency in connection with code enforcement or a public improvement or development program.
C. An action by a landlord that:
   1. Is beyond an applicant's ability to control or prevent; and,
   2. Occurs despite an applicant's having met all previously imposed conditions of occupancy; including HUD program policies and procedures for the occupancy of under-occupied or overcrowded units, and including any court decrees or in accordance with policies and procedures under a HUD-approved desegregation plan; and,
   3. Is other than a rent increase.

D. **Domestic Violence**, as defined, if the violence occurred recently or is of a continuing nature, and if the applicant certifies that the person who engaged in such violence will not reside with the applicant family unless the Authority has given advance, written approval.
E. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and the owner is not legally obligated to make changes to the unit which would make the critical elements accessible.

Lease. Dwelling Lease, as defined.

Live-In-Aide. A person who resides with an Elderly, Disabled or Handicapped Person (or Persons) and who (a) is determined by the Authority to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services.

Lower Income Family. A Family whose Annual Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses. Those out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

Military or Naval Service of the United States. Service in the Army, Navy, Air Force, Marine Corps or Coast Guard. Such service does not include the Merchant Marine, Red Cross, UNRRA, or any other organization not actually a part of the Military or Naval Service of the United States.

Monthly Adjusted Income. One-twelfth (1/12) of the Adjusted Income.

Monthly Income. One-twelfth (1/12) of the Annual Income.

Near Elderly Family. A Family whose Head or Spouse (or sole member) is at least fifty (50) years of age but below the age of sixty-two (62) years.

Net Family Assets. The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land. In determining Net-Family Assets, the value of any assets disposed of by an applicant or tenant for less than fair market value (including disposition in trust but not in foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, shall be included in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Elderly Family. A family whose Head of Family and/or spouse is less than 62 years of age and neither Handicapped nor Disabled.

Occupancy Standards. Standards established by the Authority governing the allowable size of Family occupying a particular size of Dwelling Unit.

Overcrowded Unit. A Unit occupied by more than the number of persons permitted by the Authority's Occupancy Standards.

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

Preference. A means of ensuring that housing assistance is directed to those with greatest housing needs by providing housing or assistance to applicants in certain categories prior to others on the waiting list who applied earlier. Local Preferences are established by the Housing Authority as a means of selecting among applicants.

Previously unemployed. For purposes of the section involving limit of rent increase with start of employment "previously unemployed includes any family member unemployed during the past one or more years. It also includes a person who has earned in the previous twelve (12) months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. As of 1-1-2000 that would be $2,575.

Program. Low-Income Public Housing Program.

Public Assistance. Welfare or similar payments to Families which are made under programs funded by Federal, State and/or Local Governments.

Public Housing Authority. Any State, county, municipality or other governmental entity or public body, or an agency or instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for lower income families.

Reasonable child care Charges. Those charges are equal to the amount allowed by the Child Care Resource and Referral Network (CCCRN). Extenuating circumstances will be reviewed on a case by case basis and higher amounts may be allowed upon the approval of the Assistant Executive Director.

Rent (with respect to Preferences). The actual monthly amount due under a lease between a family and the family's current landlord; plus, for utilities purchased directly by families from utility providers.

Rent Burden Preference: The Federal Preference for admission of applicants who have paid more than 50% of their monthly income for rent for at least ninety (90) days.

Residency Preference. A preference for admission of families living in the jurisdiction of the Authority. Resident provisions are subject to the following:

A. Residency requirements are not permitted.
B. A residency preference may not be based on how long the applicant has resided in the jurisdiction; and
C. Applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

Responsible Entity. The Housing Authority of the City of Bloomington (BHA) which administers the public housing program under an ACC with HUD

Seasonal Employment. This is employment of less than 12 months per year, such as school employees. The BHA annualizes current income and then conducts an interim rexamination when income changes. **An exception to this is if, at the tenant's request, the BHA is able to determine an annualized income for the tenant.**

Serviceman. A person in the **Military or Naval Service of the United States**, as defined.

Single Person. A person living alone, or intending to live alone, who does not qualify as an Elderly Family, a Displaced Person, or as the remaining member of a tenant Family.

Single Persons Obtaining Custody. Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.

A. There must be reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a "reasonable likelihood" of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.

B. If custody is denied after admission, the single person would still be eligible as the remaining member of a tenant family.

Specified Welfare Benefit Reduction. Designates those reductions of welfare agency benefits for a covered family that may result in a reduction of the family rental contribution. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Sporadic Income. This is income that is neither reliable nor periodic. It is income that cannot be counted on to continue. It includes the following: wages during the first calendar month of employment after being unemployed at least 3 months; one time per year payments from child support from tax return; earnings received from employment from one source that is less than 8 hours/month unless all income is received in that manner.

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Spouse. A member of the Family household who is not a Dependent but who has established certain joint tenancy obligations and rights with the Head of Household, either through a formal arrangement such as marriage, or as evidenced by the establishment of a **stable family relationship**.

Stable Family Relationship. A Family relationship established by evidence that two (2) or more persons have shared residency, income and resources for a period of not less than one (1) year or in any other way determined by the Authority.

Standard, Permanent Replacement Housing. Housing that is decent, safe and sanitary, that is adequate for the Family size, and that the Family is occupying pursuant to a lease or occupancy agreement. Such housing does not include transient facilities, hotels, motels, temporary shelters and, in the case of victims of domestic violence, does not include housing the applicant who lives with the individual who engages in such violence.

State. Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian Tribes.

Substandard Housing. Those dwellings in which one or more of the following conditions are found to exist:

A. Is **Dilapidated**, as defined.
B. Does not have operable indoor plumbing.
C. Does not have a usable flush toilet, a bathtub or a shower inside the unit for the exclusive use of the family.
D. Does not have a safe or adequate source of heat.
E. Should, but does not have, a kitchen.
F. Has been declared unfit for habitation by an agency or unit of government.

Temporarily Absent. An expectation that an absent household member will return in less than six (6) months.

Tenant Rent. Monthly amount the Family must pay to the Authority for occupancy of the Dwelling Unit. Tenant Rent equals the total Tenant Payment less the Utility Allowance, if any.

Total Tenant Payment. The calculated monthly rent payable by the eligible Family for occupancy of the Dwelling Unit before Utility Allowance, if any.

Unauthorized Non-Family Resident. Occupancy of a Unit who is not a member of the Family, as specified in the Lease, and whose presence in the Unit has not been authorized by the Authority.

Unit. The residence (apartment, house, etc.) owned and/or managed by the Housing Authority and rented to an Eligible Family. The size of the Unit is determined by the number of bedrooms.

Utility Allowance. An estimate of the monthly cost of utilities (excluding telephone and cable) which are paid by the Tenant. This calculation is made by the Authority, and should represent an average consumption by an energy-conservative household of modest circumstances which is needed to maintain a safe, sanitary and healthful living environment.

Utility Deposit. An amount paid by a Family to a public utility to secure service to the Dwelling Unit.

Utility Reimbursement. The amount, if any, by which the Utility Allowance exceeds the Total Tenant Payment.

Very Low-Income Family. A Family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Veteran. A person who has served in active Military or Naval Service of the United States at any time and who shall have been discharged therefrom under conditions other than dishonorable.

Violent Criminal Activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another. Preponderance of evidence is all that is required. A person does not have to be found guilty beyond a reasonable doubt. The Housing Authority will take into consideration the length of time since the last evidence of such activity, and the record of rehabilitation efforts on behalf of the family member. Also see...Criminal Activity.

Visitor. A person temporarily residing in a Dwelling Unit with a Family for a period of not more than three (3) days during any 365 day period. Persons residing longer than three (3) days, without the prior permission of the Authority, shall be determined to be **Unauthorized Non-Family Residents**. The repeated presence of additional persons in the Unit and/or their use of the Unit for purposes such as receiving mail or storing possessions may be cause for the Family's Lease Agreement to be terminated.

Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: a. qualify as assistance under the TANF program definition at 45CFR260.31 and b. are not otherwise excluded. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities plus b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

Working Family Preference. The BHA has a preference for working families. An applicant must be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older or is a person with disabilities.

XI. APPENDIX B - INCOME LIMITS

*Note Federal Register Notice dated April 30, 1999 clarifies that no family other than a low-income family is eligible for admission.

The criteria used for selection of residents will be done to produce a mix of incomes in the developments.

The categories of income are:

Extremely low-income	30% of area median income
Very low-income	50% of area median income
low income	80% of area median income

The information about current income limits can be found on the Internet at: http://www.huduser.org/datasets/il/fmr01/index.html. Or www.huduser.org.

Effective 7-1-06:

PROGRAM	1	2	3	4	5	6	7	8
EXTREMELY LOW INCOME 30% OF MEDIAN	15450	17650	19850	22050	23800	25600	27350	29100
VERY LOW INCOME 50% OF MEDIAN	25750	29400	33100	36750	39700	42650	45550	48500
LOW INCOME 80% OF MEDIAN	41150	47050	52900	58800	63500	68200	72900	77600

Based on Median Family Income: $73500 for Bloomington, Normal, IL

This information is on the HUD website.

XII. APPENDIX C

DWELLING LEASE

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS
DWELLING LEASE

I. **MEMBERS OF HOUSEHOLD WHO WILL RESIDE IN UNIT**:

1.	5.	9.
2.	6.	10
3.	7.	11.
4.	8.	12.

Account Number 000-00 Apartment Size bedroom

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS (herein called the "Authority") based on the statements and representations, all of which are true, set forth in the signed "Application for Admission by Prospective Tenant," and/or "Application for Continued Occupancy by Tenant"; does lease to the above named Tenant(s) an apartment located at _____ under the terms and conditions set forth below:

II. **LEASE AND RENT**:

A. Initial Period: A minimum period of one (1) month's rental is payable by money order in advance prior to the first day of occupancy. The lease shall begin on _____ and end at midnight on the last day of a 12-month period. The rental for the initial period is $ _____.

B. Automatic Renewal of Lease and Monthly Rent. This lease shall be for a 12-month period at the rental amount of $ _____ per month, or at such rental as may be established in accordance with Section VI of this lease.

C. Payment. **Rent is due and payable in advance on the first day of each month** and shall be considered delinquent after the sixth calendar day of the month. Rent is set at the greater of: 30% of adjusted monthly income, 10% of monthly income or a minimum rent of $50, less the established utility allowance, or the established flat rent, unless other HUD regulations must be followed, and shall include maintenance due to normal wear and tear. Rent and other charges will be paid at the location designated by the Authority. **Any rent not paid by the 6th day of the month shall be considered delinquent and will result in a late charge of $25.00** the first time it is late during a calendar year and **$30 subsequent times** it is late during a calendar year. The late charge shall become due and collectible on the first day of the next month. Payment will be accepted only for the full amount due.

D. **Failure to pay rent and other charges on time is a lease violation and grounds for termination of tenancy**.

III. PAYMENTS DUE UNDER THE LEASE

B. The Tenant shall pay reasonable charges for all court costs, attorney fees, and all other fees incurred in enforcing the agreements of this lease. The tenant shall also pay all costs incurred in attempts to collect rent and/or other amounts due, or in recovering possession of the said premises unless the Tenant prevails in such legal action.

C. The Tenant shall pay reasonable cost of maintenance and repairs for damages to the leased dwelling, project building, project facilities or other project areas beyond normal wear and tear and pay charges to reconnect any disconnected or covered smoke detector. Costs will be paid by the Tenant if damage is caused by the Tenant, by members of the Tenant's family, by their guests or by any other persons if the Tenant does not follow procedures requested by the Authority including, but not limited to, filing a police report. Any charges assessed by the Authority under this section will be due and collectible no sooner than two weeks after the Authority gives written notice of the charges.

D. In addition to rent due and any applicable late fee, the Tenant shall pay fee listed on Schedule of Charges for any returned check and charges for insufficient fund payments. Those fees must be paid by money order or cashier's check within five (5) days after the resident receives the returned check notice.

E. All payments on account will be applied to charges other than rent first, and then applied toward rent owed.

F. If Tenant pays cable television bill along with rent and the cable bill is overdue for more than 35 days, the cable will be disconnected.

G. Any renewed tenancy with the Authority shall be contingent upon first paying all amounts due and owing the Authority.

H. **Acceptance of a rental payment by the Authority from Tenant after acquiring knowledge of grounds to evict the Tenant shall not constitute a waiver of the Authority's right to evict the Tenant unless, at the time the payment is accepted, the Authority states in writing that it intends to waive its right to evict the Tenant on those grounds**.

IV. **SECURITY DEPOSIT**:

A. The Tenant agrees to pay a minimum security deposit of between $100.00 and $300.00 based on the size of the unit.

B. The security deposit will be returned to the Tenant within 30 days after the required thirty day notice is up or the unit is vacated (whichever is later), provided:

1. all rents and other charges are paid, including though the 30 days of the notice;
2. the dwelling and its equipment are left clean and all personal belongings and trash are removed from the apartment;

3. there is no damage to the dwelling or its equipment beyond that due to normal wear and use;
4. the keys to the dwelling are returned to the management office upon vacating;
5 the Tenant has given proper 30-day advance written notice to vacate and all rent due is paid during that time (see Section XIII); and a forwarding address is provided.

C. The security deposit refund will be made after the end of the 30-day notice and after the Tenant has vacated and the dwelling has been inspected by the Authority.
D. The deposit may not be used to pay the rent and other charges while the Tenant is in occupancy, including during the final month of occupancy.
E. In accordance with Illinois law no interest shall be paid on the refund of security deposit.

V. **UTILITIES**:
A. The Authority agrees to furnish gas and water to the Tenant.
B. The Tenant agrees to pay, upon being billed, directly to the Power Company, for all electricity for the unit, from the date the lease is signed through the last day of a 30-day notice to vacate or until keys to the apartment are returned, whichever is later.
C. The Tenant shall be charged if failure to keep electrical services to the unit results in any damages or cleaning expenses to the unit and/or its equipment.
D. The Tenant shall be responsible for notifying Management and requesting help from Social Services if without electrical service.
E. **Failure by Tenant to keep utilities paid and in service is a violation of the lease and reason for eviction.**
F. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

VI. **RE-DETERMINATION OF ELIGIBILITY, RENT, UNIT SIZE AND ANNUAL REEXAMINATION**:
A. Once each year as requested by the Authority, the Tenant agrees to furnish accurate information to the Authority by the date requested as to family income, composition, and employment; this information to be used by the Authority to determine rent and the correct apartment size. If rent is set at flat rent, the Tenant agrees to furnish the information once every three years. See Admission and Occupancy Policy for exceptions to minimum rent.
B. Annual Re-examinations will be in accordance with the Department of Housing and Urban Development's rent determination formula and the Authority's Admissions and Occupancy Policies, which are available in the management office.
C. Rent as established in section II above, or as adjusted according to section VI, will remain in effect for the period between regular rent re-determinations, unless during such periods:
1. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If a reduction in rent is granted, Tenant must report s*ubsequent changes* in income within *ten (10) days* which could result in an increase in rent effective the month after said change.
2. There is a loss or addition of family head /or any income recipient. Tenant shall notify Authority in writing whenever any member of the household no longer resides in unit. It must be reported to the Authority within (10) days of its occurrence *and verified by the end of the month*.
3. It is found that the Tenant has misrepresented to the Authority the facts upon which his/her rent is based, so that the rent he or she is paying is less than he or she should have been charged. If this is found then the increase to the rent will be retroactive.
4. Rent formulas are changed by Federal Law or regulation.
5. Utility allowances are changed.
6. There is a change in a source of income. That change must be reported within 10 days of its *occurrence and verified by the end of the month*. Such change may result in a rent increase.
7. Tenant has Total Tenant Payment of $100 or less. In that case, any income changes must be reported to the Authority within ten (10) days of its occurrence and rent will be revised accordingly.

D. In the event of any rent review, the Authority will mail or deliver a notice of rent adjustment to the Tenant in accordance with Section XII and the resident shall have the right to request a hearing under the Authority grievance procedure except for changes due to federal regulation revisions or adjustments to the Utility Allowance.
E. Decreases in rent will take effect the first month following the verified report of change and will be retroactively reduced only if the reason for not verifying a change sooner is due to circumstances beyond the control of the tenant.
F. The Tenant agrees that if Authority determines that the size of the unit is no longer appropriate to Tenant's needs, or does not conform to Occupancy Standards of Authority, Authority may require the tenant to transfer to an appropriate size unit when such unit is available. The Authority may move a Tenant into another unit if it is determined necessary for modernization, emergency conditions endangering the Tenant household, or to provide proper facilities for the family's care and well-being or for handicapped or disabled persons, giving a reasonable amount of notice to the Tenant.
G. **False statements,** at the time of application or at any time during the tenancy, about the Tenant's income, assets, employment, and family composition in order to obtain benefits to which they were not entitled shall be considered a **violation of the lease and cause for its termination**. Such cases of suspected fraud may be reported by the Authority to the Office of the Inspector General. If HUD contacts Tenant about Federal tax return information, it is the responsibility of the resident to contact the Authority to report the income.
H. **Additions** to the Resident's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care (but excluding births during tenancy), or any other individual, **require the written approval** of the Authority. All additions to the household must be reported and verified within 10 days of their occurrence. Approval will be granted only if new family members, age 18 and older, meet applicant screening criteria (outlined in the Occupancy Policy), and the dwelling unit is the appropriate size. **Residents must wait for written approval before**

allowing additional persons to move into the Dwelling Unit. Failure on the part of the Resident to comply with this provision is a material violation of this lease.

I. If Tenant does not complete requirements for rent re-evaluation within thirty (30) days after date of the scheduled appointment (including, but not limited to appearance at office for appointment and verification of income), the lease will be terminated.

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

A. The Tenant has the right to exclusive use and occupancy of the leased unit by members of the household authorized to live in the unit.
B. With the prior consent of the Authority members of the household may engage in legal profit making activities inside the dwelling unit if the Authority determines such activities are incidental to the use of the apartment as a residence for members of the household. Incidental profit-making activities must comply with applicable licensing, zoning, health and sanitary codes. Retail and other business activities that overburden the Dwelling Unit, building structure, and utilities are prohibited.
C. With the prior consent of the Authority a foster child or a live-in aide may reside in the unit.
D. The Authority shall not be liable for any injuries, or property damage sustained on any premises leased or assigned to the Resident except for injuries or property damage resulting from intentional or negligent action or omissions on the part of the Authority, representatives, or agents. All accidents involving injury or property damage are to be reported to the Authority, in writing, within 14 days of the incident.

VIII. **AGREEMENTS OF AUTHORITY AND SERVICES TO BE RENDERED**: The Authority agrees to:

A. maintain the dwelling unit and project in decent, safe, and sanitary condition
B. Comply with applicable building and housing codes and HUD regulations affecting health and safety.
C. make necessary repairs to the apartment within a reasonable length of time during business hours (except in the case of an emergency), but the time cannot be scheduled. If the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant.
D. keep hallways, corridors, stairways and common areas in a neat, clean and sanitary condition except as the Tenant is assigned responsibility for specified areas.
E. Provide extermination service.
F. provide garbage collection service at least once a week, except in the Hi-Rise the Authority will provide trash chutes for disposal of trash at reasonable hours.
G. 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 Authority.
H. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.
I. Not interfere directly or indirectly with the rights of Tenants to free speech, to organize or to seek redress or grievances.
J. Notify Tenant of specific grounds for any proposed adverse action.
K. Notify Tenant that the Tenant may ask for an explanation of grounds for a transfer or any other adverse action.
L. offer standard alternative accommodation if available when necessary repairs cannot be made within a reasonable time.
M. Make provision for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in a reasonable time when they are hazardous to life, health, or safety of the occupants, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.
N. Ban, and authorize the police to arrest any person who: commits any criminal, non-traffic offenses while on Authority property; or commits a felony on property other than on said property, but is arrested on the property for that felony offense; or fails to produce a resident identification card and is not visiting with their permission, a current resident of public housing in Bloomington.

IX. **AGREEMENTS OF TENANT UPON OCCUPANCY OF THE DWELLING UNIT:** The Tenant agrees to assure that the Tenant, any member of the household, a guest or another person under the Tenant's control:

A. comply with all of the rules, regulations, terms and conditions and policies set forth in the Resident Handbook, Admissions and Occupancy Policy, Ban Policy, and HUD Regulations; and abide by other necessary and reasonable policies, rules and regulations established by the Authority and posted in the management office. All of above are incorporated by reference in the lease and are for the benefit and well-being of the community and residents. Any violation of the rules, regulations, and policies also constitutes a material violation of this lease and can be grounds for termination of the lease. If the terms of the lease and other rules, regulations, and policies conflict, the terms of this lease and Federal Regulations shall prevail.
B. not commit any fraud in connection with any Federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the lease for longer than a 14-day transition period.
C. not assign this lease, nor to sublet or transfer possession of the premises.
D. not give accommodation to boarders or lodgers and not allow guests or visitors for a period longer than *three(3) consecutive days or 15 days* out of any 365 consecutive days. *Written permission* from the Authority must be given for a greater period of time. *A guest is someone who is present in the Tenant's dwelling unit with the consent of the Tenant or any household member, or someone who uses the leaseholder's address for mail or any other purpose, or someone who puts utilities in their name.*

E. not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and those listed on this lease, except as in Section VII.
F. ensure that residents between the ages of six (6) and sixteen (16) years of age living in the household attend school.
G. comply with all obligations imposed upon Tenant by provisions of building and housing codes affecting health and safety.
H. keep the dwelling and equipment in a clean, orderly, and sanitary condition. Must dust and clean regularly, particularly kitchen and bath. Must remove any visible moisture accumulation in unit, including on walls, windows, floors, ceilings and bathroom fixtures. Must mop up spills and dry affected area as soon as possible after becomes wet.
I. take any and all reasonable precautions to prevent fires and not to permit combustible material to be kept on the premises. Must not use any grill or open fire on balconies. Must pay any costs attributed to damage caused by negligence, disconnected smoke detectors or fires caused by any household member or guest.
J. keep any and all smoke detectors in working order i.e. do not disconnect or cover, and to report to the Authority any malfunction immediately.
K. cooperate and assist the Authority in the elimination of infestation of roaches and other pests. Failure to cooperate with the Authority in the preparation of the unit for pest control treatment may be cause for the Tenant to be charged, according to charges posted in the office, or for the lease to be terminated.
L. immediately notify the Authority of any known damages or defects to the unit, common area or grounds of the property, or if anything could create a threat to the life, health or safety of the occupants of the development as well as any known unsafe or unsanitary conditions. The conditions include water leaks, excessive moisture, standing water, mold growth that persists after trying to remove with cleaning solutions such as Lysol, Pine-Sol, or bleach and water. Failure to report the need for repairs to the unit in a timely manner shall be considered to have contributed to any further damage that occurs and the Participant will be charged accordingly.
M. not prop open any fire and entry doors. Tampering with a fire door is a material breach of this lease.
N. assist the Authority in conserving energy and use in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, including elevators.
O. pay electric bill in full monthly. Failure to keep utilities paid and in service is a violation of the lease and grounds for termination of the lease. Electricity cannot be obtained by use of extension cords from sources of electricity outside of tenant's unit. It is the responsibility of each tenant not to allow other tenants to use their electricity in such a manner.
P. dispose of garbage, refuse and all waste material in a safe and sanitary manner by placing it in closed containers provided by the Tenant. Tenants will place such containers at specified collection points as directed by the Authority. Tenants living in 51-1,51-2, 51-5, and 51-3 family units must keep trash outside behind the apartment in a trash can. Residents must keep two (2) trash cans outside if they live in an apartment larger than one (1) bedroom. For Wood Hill Towers all garbage must be wrapped and put in designated trash chutes. If garbage is not disposed of properly and Housing Authority staff must do so, the Tenant will be charged according to charges posted in the Authority office.
Q. assist in maintenance of the property and by regularly performing the following duties on the grounds adjacent to his/her dwelling:
   a. keep the walk, steps, porches free of dirt, ice, snow.
   b. regularly remove all litter and refuse.
   c. regularly wash garbage containers and keep the surrounding area in an orderly, clean and sanitary condition.
   d. protect trees, shrub and grass from damage by children or adults.
R. paint the interior of the dwelling when required with material and equipment furnished by the Authority.
S. make no repairs or alterations to the apartment. Use no nails, tacks, screws, brackets, or fasteners on any part of the Dwelling Unit except for approved picture hangers, without authorization by the Authority.
T. not change or install new or additional locks on any door of the apartment. If resident changes a lock, the resident is responsible for all damage caused as a result. The Authority will remove any unauthorized new or additional locks.
U. not place decals on appliances and cabinets supplied by the Authority, nor place any material such as contact paper, paneling or fabric of any kind on the shelves, walls or ceiling.
V. not install any items such as air conditioners, waterbeds, ceiling fans, TV aerials, *satellite dishes*, or wallpaper borders, without the written consent of the Authority.
W. not display signs in unit windows on the premises or erect any fences or barriers in or about the premises. Not to keep mops, rags, shovels, furniture, etc., in the yards or on the outside walls or porches. *Not to put wading pools or playground equipment outside the unit*. Any items left outside that are listed above as not permitted are subject to being removed by the Authority without notice.
X. not erect radio or television antennas on or from any part of the dwelling unit. *Permission must be granted for satellite dishes to be installed and they become the property of the Authority. Any cable wires installed must be installed safely* and in accordance with design standards approved by the Authority.
Y. not drive or park any motorized vehicles upon the lawns or sidewalks of the project. It is a violation of the ordinance of the City of Bloomington, Illinois to repair any vehicle on the city property and parking lots, or to leave vehicles unattended for more than 48 hours. A Tenant violating these provisions may be fined by the City of Bloomington and/or the Authority office. A minimum charge of $25 will be assessed for driving on the yard area.
Z. keep in Authority parking lots no more than one (1) car for each licensed driver in the household. To remove from Authority property any vehicles without valid registration and Authority vehicle decals. Residents shall not park any vehicles in any right-of-way or fire lane, or handicapped spaces unless the resident has a valid handicapped parking permit, or any other property not for parking. To operate vehicles only on established streets and parking lots. Any inoperable, unlicensed or improperly parked vehicle will be reported to the Police Department. Vehicle repairs are not permitted on development site.
AA. obtain and display a vehicle decal for any and all vehicles owned or operated by tenant and other household members with a driver's license.

BB. not allow on the premises or keep animals except one bird in a cage and/or one fish aquarium. The only exception to this is if the Tenant lives in an approved development, registers the approved dog or cat displays the required pet decal and pays the required deposit and fees as established in the Admissions and Occupancy Policy.

CC. transfer to an appropriate size unit as required by the Authority or to transfer to a non-handicap accessible unit if living in an accessible apartment and does not need that accessibility and another person/family does need that unit.

DD. refrain from, and to cause household members (including children) and guests not to destroy, deface, damage, or remove any part of the premises or project and to use properly and maintain appliances in the apartment, and to pay for any repairs.

EE. act and cause household members(including children) and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition and not conduct illegal or any other activity which impairs the physical or social environment of the project. Only leave the apartment when fully clothed in appropriate wearing apparel.

FF. act in a cooperative manner with and refrain from verbally or physically abusing or harassing neighbors, Authority staff, other agency or governmental employees and contractors employed by the Authority.

GG. not consume any alcoholic beverages on any public way or place, including sidewalks, parking lots, playgrounds, hallways, door-stoop areas, porches nor patios.

HH. not abuse alcohol in such a manner that the behavior of the resident disturbs neighbors, Authority staff, other agency or governmental employees and contractors employed by the Authority.

II. not engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's premises by other residents or employees of the Authority, or any drug related activity on or near such premises, or a pattern of illegal drug use. None of the above require standard of proof used for a criminal conviction in order to terminate the lease. Drug related activity means the illegal manufacture, sale, distribution, use, possession, or possession of drugs with the intent to manufacture, sell, distribute, or use, a controlled substance or marijuana (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)) or drug paraphernalia. If that drug-related activity is the manufacture or production of methamphetamine on the premises of assisted housing (building or complex including common areas and grounds) the Resident's lease will be terminated and housing will be denied permanently.

JJ. Not engage in any drug related activity or any violent criminal behavior on or off the property of the Authority. Not commit a class X felony, nor be fleeing to avoid prosecution or custody or confinement after conviction for a crime that is a felony under the laws of Illinois.

KK. not keep or possess on any Authority property any firearm, BB gun, ammunition or other weapon. The only exception to this is for a police officer who lives in public housing or is the invited guest of a resident. It shall be considered a prohibited activity and a material breach of this lease if any resident, household member, guest, or people under the resident's control do any of the following on Authority property: Carry intentionally and unlawfully about his/her person a weapon; Display a weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification; Shoot, fire, explode, throw, or otherwise discharge a weapon; Inflict any injury upon another person through the intentional use of a weapon without legal justification; Inflict any injury upon another person through reckless, careless, or negligent use of a weapon; Damage any property through reckless, careless, or negligent use of a weapon.

LL. not to commit and to assure that any family members or guests do not commit any acts which would subject them to a registration requirement under a State sex offender registration program.

MM. obtain a Housing Authority Picture Identification card upon leasing an apartment and at the time of future transfers. The Tenant shall carry the Housing Authority Identification card at all times while on public housing property and to require all family members aged 13 and older to do the same. The Tenant and all family members aged 13 and older must present the Identification card when requested by Housing Authority employees or designees or any law enforcement or security officer.

NN. not have as a guest any person banned from Authority property

OO. not obstruct sidewalks, areaways, passages, elevators, or stairs; and shall not use these for purposes other than going in and out of the unit.

PP. remove all personal property from apartment when resident leaves, abandons, or surrenders the dwelling unit. Property left for more than 5 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former resident.

QQ. give prompt prior notice to Authority of resident's leaving the dwelling unit unoccupied for any period exceeding 14 days.

RR. comply with community service requirement provisions for all non-exempt household members, or lease will not be renewed and tenancy will be terminated.

X. **INSPECTION AND RIGHTS OF ENTRY**:

A. Prior to when the tenant moves in, the Authority shall inspect the dwelling unit and shall give the Tenant a written statement of the condition of the dwelling unit and the equipment in it. The Tenant and the Authority will sign the statement and a copy will be kept in the Tenant file. The Authority may photograph or videotape the apartment during any entry to unit if resident has prior notification of entry.

B. If the Tenant accepts an apartment in "as is" condition, the Tenant must clean the apartment to the same standards as apartments prepared by the maintenance staff. At the time of any subsequent inspections of the unit, it will be assumed that the Tenant prepared the unit to the Authority standards at the time the Tenant moved in.

C. the Tenant agrees to permit the Authority or its agents or employees to enter the dwelling during reasonable hours, upon reasonable advance notification, for the purpose of making improvements, inspections, repairs, pest control, or for showing the dwelling for releasing. A written statement specifying the purpose of the entry by the Authority will be delivered to the dwelling unit at least 48 hours before such entry by the Authority shall be considered reasonable

advance notification. If Tenant requests, entry can be done without two-day notice. Tenant's request for maintenance shall constitute permission to enter.

D. Annual inspections to assess the resident's overall care and the condition of the unit, equipment, and housekeeping practices of the unit and any areas assigned to the resident for upkeep will be conducted for all dwelling units by the Authority. HUD or their contractor may also inspect annually. The Authority will give the resident a written statement regarding unit conditions and shall request work orders when repairs are needed.

E. The Authority may enter the unit at any time without advance notification when there is reasonable cause to believe an emergency exists. The Tenant agrees to notify the Authority promptly when any repairs to the dwelling or equipment are necessary. The Tenant may be charged for necessary repairs even if not reported to the Authority

F. When the Tenant vacates or transfers to another unit, the Authority will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or his/her representative may join in such inspection, unless the Tenant vacates without notice to management.

G. If the Tenant and all adult household members are absent from the apartment at the time of entry, the Authority shall leave in the unit a written statement specifying the date, time and purpose of entry prior to leaving the unit.

XI. **POSTING OF POLICIES, RULES AND REGULATIONS**:

The rules and regulations of occupancy, including the Admissions and Occupancy Policy, the Tenant's Handbook, the Grievance Procedure and charges for repairs, and changes in public housing Federal law, shall constitute a part of this lease, and the provisions therein are as binding as if specifically included herein as conditions of the lease, and shall be publicly posted in a conspicuous manner in the Authority office and shall not affect the validity of the remaining portions thereof. This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between the Authority and Tenant.

XII. **LEGAL NOTICE**:

Any notice required here under will be sufficient if delivered in writing to the Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or if sent by first class mail properly addressed to the Tenant. Any notice to the Authority must be in writing, and delivered to the management office of the Housing Authority, or sent to the Authority by first class mail, properly addressed, postage prepaid. If the Tenant notifies the Authority they are visually impaired, all notices will be in an accessible format.

XIII. **TERMINATION OF THE LEASE**:

Management shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease. These include, but are not limited to, failure to make payments due under the lease, repeated failure to pay rent on or before first day of the month without notice, failure of family member to complete required Community Service (if funding is authorized by HUD), discovery after admission of facts that made the tenant ineligible, discovery of material false statements or fraud by tenant in connection with an application or reexamination, failure to accept the Authority's offer of a lease revision to the existing lease, or to fulfill the Tenants' obligations set forth herein, or for other good cause.

B. Any of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenants control, shall be cause for termination of tenancy. The Authority may evict the tenant by judicial action for criminal activity if it is determined that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

1. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, Authority staff or contractors, other agency or governmental employees.
2. any drug-related activity on or near the premises of any public housing development, or pattern of illegal drug use.
3. Drug-related criminal activity or violent criminal activity by the Tenant or any member of a Tenant's household
4. The abuse of alcohol by the Tenant or any member of the Tenant's household when it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, Authority staff, and other agency or government employees.
5. Any member of the household has been convicted of a felony.

C. The lease may be terminated at any time by the Authority by the giving of written notice as follows:

1. Not less than fourteen (14) days in case of failure to pay rent.
2. Five (5) days in the case of creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the Housing Authority public housing premises, other residents, guests, visitors, or Authority employees. This includes any drug-related activity on or off such premises.
3. Ten (10) days in all other cases.

D. Emergency housing eviction proceedings as allowed by Chapter 735, Section 9-118 of the Illinois Code of Civil Procedure will be utilized when there is direct evidence that a Tenant or household member violated any one of items listed in the Act including, but not limited to, unlawfully possessed, manufactured, delivered, cannabis, narcotics, or controlled substances, used sold or delivered a firearm that is prohibited by State law, murder, arson, or sexual assault.

E. The lease shall be considered terminated if the Tenant abandons the unit. If the Authority determines that abandonment has occurred, it may retake possession of the premises and dispose of all Tenants' property whenever the rent due on the premises exceeds the apparent value of the property. A unit shall be considered abandoned if:

1. the unit appears uninhabited and the Tenant has not paid rent or owes no rent for the period in which the unit was uninhabited; or

2. all Tenant's property of apparent value has been removed and one of the following has occurred:
   a. a period of thirty (30) days has elapsed from the time the removal of the Tenant's property was first noticed; or
   b. the Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or
2. c. the authority has filed a forcible entry and detainer suit.

F. This lease may be terminated by the Tenant at any time by giving thirty (30) days advance written notice in the manner specified in Section XII. All rent is due and must be paid during those thirty days. Forms are available in the management office to be completed by the Tenant.

G. The notice of the termination to Tenant shall state reasons for termination and if it is for criminal activity or for drug-related criminal activity. The notice shall inform the Tenant of his right to make such reply as he or she may wish and of the right to examine directly relevant documents before a court trial and be allowed to copy documents at Tenant's expense. If applicable, the Authority shall also inform the resident of the resident's right to request a hearing in accordance with the authority's grievance procedure.

H. The Tenant is entitled to a grievance hearing in the termination, unless the termination of tenancy or eviction involves:
   1. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Authority,
   2. any drug-related criminal activity on or off the property of the Authority.

I. The Authority may evict a Tenant only by bringing court action.

J. Any notice to quit required by state law shall run concurrently with the notice of lease termination under this section.

K. When evicting for criminal activity the Authority shall have the discretion to consider all circumstances of the case including how serious, the extent of participation by family members, the effect eviction will have on members not involved and may permit occupancy by remaining family members. The Authority may require a member who has engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to live in the unit.

L. The Authority shall notify the local post office that an individual or family member who has been evicted for criminal activity is no longer residing in the unit.

XIV. **GRIEVANCE PROCEDURE**:
The lease shall provide that all disputes concerning the obligation of the Tenant or the Authority shall (except in cases where state allows for due process) be resolved in accordance with the Authority grievance procedures. Grievance procedures are posted in the management office and are incorporated by reference in this document.

XV. **MODIFICATIONS**:
Modification of the lease will be accomplished by a rider executed by both parties. Amendments to this lease, which change the monthly rent are a part of this agreement. The authority may amend its schedule of charges, its schedules of Utility Allowances, as well as its rules and regulations set forth in the Admissions and Occupancy plan (included in this lease by reference) by giving the resident not less than thirty (30) days notice to comment. These notices will be posted at the management office.

XVI. **ACCOMMODATIONS OF PERSONS WITH DISABILITIES**:

A. For all aspects of the lease and grievance procedures a person with a disability shall be provided with reasonable accommodation to the extent necessary to use and occupy the unit equal to a person without disabilities.

B. This section provides notice to each Tenant that he or she may at any time, while a Tenant, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVII. **STATEMENT OF NON-DISCRIMINATION**
The Authority will implement this lease in a manner consistent with the explicit and implicit requirements of all applicable federal, state, and local laws to ensure that all applicants and residents are not subject to discrimination because of race, color, creed, religion, sex, national origin, age, disability, familial status or sexual orientation.

XVIII. **REPRESENTATIONS AND WAIVERS**

A. This agreement and its incorporated references shall be the only agreement between the parties.

B. The failure of the Authority to insist upon the strict observance of any of the terms of this agreement, in any one or more instances, shall not be considered a waiver or relinquishment of such terms in any other instance; but the same terms and conditions shall continue to be in full force and effect.

This lease is executed on _____.
Date

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS

BY_____ and _____.
(It's Authorized Agent) (Tenant)

_____.
(Tenant)

XIII. APPENDIX D

SECURITY DEPOSITS

The following Security Deposits are required to be paid by all tenants at the time a Lease Agreement is signed and prior to moving in although if the total deposit is hardship to pay and no agency can pay the deposit at the time of move-in, any amount over $200 can be paid in $50 monthly installments along with the monthly rent, with all payments being credited first toward the deposit.

SIZE OF APARTMENT	DEPOSIT
Studio and One-Bedroom	$100.00
Two-Bedroom	$150.00
Three-Bedroom	$200.00
Four-Bedroom	$250.00
Five-Bedroom	$300.00

**Exceptions Applicant who was a previous resident and owed over the amount of their deposit to our Housing Authority at the time they moved out, but paid it off before the application was approved, will pay up to the maximum deposit of $300 for a studio, 1, 2, 3, or 4 bedroom apartment or $350 for a 5 bedroom apartment. An applicant who was a previous resident and had any other issues, such as poor housekeeping or was destructive to the apartment while a resident, will pay up to the maximum deposit of $300 for a studio, 1, 2, 3, or 4 bedroom apartment or $350 for a 5 bedroom apartment.

PET DEPOSIT- Cat or Dog only	AMOUNT
MUST BE PAID BEFORE THE PET COMES TO THE APARTMENT	
Apartments designed for elderly/disabled	$100
All other apartments where Pets allowed	$200

GARBAGE CAN FEE
(OTHER THAN TOWERS AND IRVINS)

ONE BEDROOM APARTMENT	$12 (non-refundable)
ALL OTHER SIZE APARTMENTS	$24 (non-refundable)

XIV. APPENDIX E

UTILITY ALLOWANCES: POLICIES AND AMOUNTS

JOHN KANE

John Kane only	1-1-2003
1 BEDROOM	$29
2 BEDROOMS	$37

CONGREGATE UNITS AND WOOD HILL TOWERS
IL 51-2, IL 51-3E, IL 51-4 AND IL 51-5

WOOD HILL TOWERS	1-1-2003
0 BEDROOM	$30
1 BEDROOM	$30

51-5	1-1-2003
1 BEDROOM	$25

HOLTON HOMES AND EVERGREEN PLACE IL 51-1 ***EXCEPT*** 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, ***AND*** 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	1-1-2003
1 BEDROOM	$31
2 BEDROOMS	$57
3 BEDROOMS	$76

SUNNYSIDE COURT AND WOOD HILL FAMILY IL 51-1 AND IL 51-3F AND 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, ***AND*** 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	1-1-2003
1 BEDROOM	$31
2 BEDROOMS	$38
3 BEDROOMS	$51
4 BEDROOMS	$59
5 BEDROOMS	$64

XV. UTILITY ALLOWANCES

JOHN KANE, CONGREGATE UNITS AND WOOD HILL TOWERS
IL 51-2, IL 51-3E, IL 51-4 AND IL 51-5

John Kane only	before 1997	1998	2000	2003
0 BEDROOM	$20	$30	$32	NONE
1 BEDROOM	$23	$30	26	29
2 BEDROOMS	$27	$35	32	37

WOOD HILL TOWERS	before 1997	1998	2000	2003
0 BEDROOM	$20	$33	$30	$30
1 BEDROOM	$23	$33	$30	$30

51-5	before 1997	1998	2000	2003
1 BEDROOM	$23	$33	$30	$25

HOLTON HOMES AND EVERGREEN PLACE IL 51-1 ***EXCEPT*** 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, ***AND*** 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	before 1997	1998	2000	2003
1 BEDROOM	$27	$60	$54	$31
2 BEDROOMS	$38	$68	$54	$57
3 BEDROOMS	$45	$78	$68	$76

SUNNYSIDE COURT AND WOOD HILL FAMILY IL 51-1 AND IL 51-3F ***AND*** 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, ***AND*** 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	before 1997	1998	2000	2003
1 BEDROOM	$23	$42	$33	$31
2 BEDROOMS	$34	$44	$33	$38
3 BEDROOMS	$41	$48	$49	$51
4 BEDROOMS	$50	$51	$66	$59
5 BEDROOMS	$60	$60	$60	$64

UTILITY ALLOWANCE POLICY

The Housing Authority shall establish allowances for all Tenant-Purchased Utilities. The purpose of the allowances shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. The allowances shall be designed to include such reasonable consumption for major equipment or for utility functions furnished by the BHA for all tenants, for essential equipment whether or not furnished by the BHA and for minor equipment furnished by tenants. A record that documents the basis on which Allowances are established and revised will be kept and will be available for inspection by tenants. The record will be maintained in the management office and can be obtained by contacting the Assistant Executive Director. The BHA shall review at least annually the basis on which Utility Allowances have been established.

The BHA shall give notice to all tenants of proposed Allowances. That notice will be given to residents not less than 60 days prior to the proposed effective date of the revision of the allowances. All tenants will have the opportunity to submit written comments during a period expiring not less than 30 days prior to the proposed effective date of the allowance revisions. Such written comments shall be retained by the BHA and shall be available for inspection by tenants and, upon request, by HUD.

Separate allowances shall be established for each category of dwelling units determined by the BHA. That will include, but is not limited to, allowances for different size units. Monthly allowances shall be established at a uniform monthly amount based on an average monthly utility requirement for a year. In establishing allowances the BHA shall take into account relevant factors that affect consumption requirements. Those include equipment provided in the apartment, the climatic location, the size of the dwelling units and number of occupants, the type of construction and condition of the apartments, the energy efficiency of the apartments and equipment, temperature levels intended to be maintained and the temperature of hot water.

Requests for relief from payment of utilities in excess of the scheduled Utility Allowances may be granted by the BHA on such reasonable grounds, such as special needs of elderly, ill or handicapped tenants, or special factors affecting utility usage not within the control of the tenant. The BHA will notify residents of the availability of individual relief and of the methods and procedures for granting such relief. That information will be given to new tenants upon admission. Please see attached notice to residents which details the procedures.

NOTICE TO ALL RESIDENTS

UTILITY ALLOWANCE INDIVIDUAL RELIEF

The Housing Authority of the City of Bloomington can make individual exceptions to the Utility Allowance for tenants who meet specific criteria. Utility allowances may be increased from the established amounts for elderly, ill or handicapped tenants who have increased electric consumption due to medically necessary electric usage.

If a tenant feels the household may qualify for this special assistance, it is the responsibility of the tenant to request individual relief in writing to the Assistant Executive Director of the Housing Authority. The resident who applies for individual relief must provide a Doctor's statement describing the diagnosis and the special equipment required for that diagnosis which would increase the electric expense.

The residents also must provide a printout or other verification of the monthly electric bill at their address for at least the past 12 months. Individual arrangements will be made for verification of electric expense for new residents.

If the resident provides adequate verification of the need for individual relief and the average utility cost is at least $25 per year more than the electric allowance for other residents in their type apartment, the increase in utility allowance will be approved at the first of the next month after the approval. If a tenant has other electrical appliances such as a freezer, washer, dryer or other items that would increase the electric costs those expenses will be deleted from any increase in the utility allowance.

XVI. APPENDIX F

SCHEDULE OF CHARGES

The following is a Schedule of Charges which a tenant may be assessed for cleaning and/or other repair of an apartment, appliances, etc., as well as some other charges. *Note: Cleaning and Repair charges will only be assessed where conditions are BEYOND NORMAL WEAR AND TEAR, and are caused by a tenant's abuse or neglect.*

DESCRIPTION	Minimum Charge During Wk Hours	Minimum Charge After Work Hours
Cleaning Charges:	$20/hour/person	$40/hour/person
Drapes, Blinds	$20/hour/person	
Stove	$50 minimum	
Refrigerator	$50 minimum	
Clean-out for Pest Control	$30 minimum	
Graffiti removal	$20/hour/person	
Painting and plastering	$20/hour/person	
Plumbing Repairs	$20/hour/person	
Miscellaneous Repairs, Replacements, and charges		
Blinds	$6-$80 depends on location	
Doors, locks, electrical fixtures, toilet, medicine cabinet and mirror, smoke detector, storm door, counter tops, faucets, storm doors, windows, and all other general repairs	$20/hour plus cost of item replaced	$40/hour/person
Cabinet doors	Cost of item	
Cabinet drawers	Cost of item	
Curtain rods/ Brackets	$ 5/ $ 2	
Door lock change	$30	
Extra key	$ 5	
Mail Box	$20	
Range	$250	
Refrigerator	$350	
Screens/ Screens 51-5	$10/ $20	
Toilet seat	$ 8-12	
Toilet paper holder	$ 5	
Towel bar	$ 5	
Thermostat replacement	$30-$80 depends on location	
Trash can	$12	
Trash clean up or pick up	$15 per can or bag	
Other Charges		
Lock out charge-Before midnight After midnight and before 7:00 a.m.		$40 $50
Late rent charge	$25 – 1st time in calendar year	$30 subsequent times during calendar year
Returned Check	$25	
Disconnect smoke detector, tamper with thermostat or use oven to heat apartment	$50	

All of the above items are subject to change in cost. The listing is intended to serve as a basis for most items that can be chargeable to the tenant. In accordance with each tenant's dwelling lease, the tenant will be billed only for the cost of those items that are the result of abuse or negligence by the tenant, family members and/or guests.

XVII. APPENDIX G - GRIEVANCE PROCEDURE (as revised effective 1-1-2007)

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Housing Authority of the City of Bloomington (BHA).

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d) (k) and subpart 24 CFR part 966 (24CFR secs. 966.50-966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and Housing Authority of the City of Bloomington with the following two exceptions:

A. This grievance procedure is not applicable to disputes between Tenants, those not involving the Housing Authority of the City of Bloomington, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Housing Authority of the City of Bloomington's Board of Commissioners.

B. HUD has issued a due process determination that the law of the State of Illinois requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, Housing Authority of the City of Bloomington has elected to determine that this grievance procedure shall not be applicable to a termination of tenancy or eviction that involves:
   1. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Housing Authority of the City of Bloomington, or
   2. any drug-related criminal activity on or near such premises by resident, member of household, or guest, or
   3. any drug-related criminal activity on or off public housing property.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. **Grievance**: Any dispute which a Tenant may have with respect to an action or a failure to act by the Housing Authority of the City of Bloomington in accordance with the individual Tenant's lease of BHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status.

B. **CFR**: The code of federal regulations, which contains the federal regulation governing this grievance procedure.

C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the management office of the Housing Authority of the City of Bloomington, in accordance with the requirements set forth in this procedure.

D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use, possession, or possession with intent manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

E. **BHA or "Authority":** The Housing Authority of the City of Bloomington, a body corporate organized and existing under the laws of the State of Illinois.

F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
   1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
   2. Right of the Tenant to be represented by counsel;
   3. Opportunity for the Tenant to refute the evidence presented by Housing Authority of the City of Bloomington, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
   4. A decision on the merits.

G. **Hearing Officer**: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. **Hearing panel:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.

I. **HUD**: The United States Department of Housing and Urban Development.

J. **Notice:** As used herein, the term noticed shall, unless otherwise specifically provided, mean written notice.

K. **The "Regulations":** The HUD regulations contained in subpart B of 24 CFR part 966.

L. **Resident organization:** An organization of residents, which includes any resident council or resident management corporation.

M. **Tenant:** The adult person (or persons) other than a live-in aid:

1. Who resides in the unit and who executed the lease with the Housing Authority of the City of Bloomington as lessee of the dwelling unit, or, if no such person resides in the unit,

2. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

N. **Business Days:** Monday through Friday of each week, except for legal holidays observed by the BHA.

V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all leases between Tenants and the BHA, whether or not so specifically provided in such leases.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. **Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to BHA's main office *within ten (10) days* after the occurrence of the event giving rise to the grievance.

B. **Informal Settlement Conference.** If the grievance is not determined by the BHA to fall within one of the two exclusions mention in section III B 1. and III B 2. above, then the BHA will, within fourteen (14) days after the initial presentation of the grievance, informally discuss the grievance with the complainant and his representatives, if any, in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be notified in writing of the time and place for the informal settlement conference.

C. **Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by the BHA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to BHA's main office no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:

1.The reasons for the grievance; and
2.The action or relief sought by the complainant; and
3. If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten business days; and
4. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.

B. Failure to Request Hearing. If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, BHA's decision rendered at the informal hearing becomes final and BHA is not thereafter obligated to offer the complainant a formal hearing.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by BHA after consultation with resident organizations, in the manner described below:

A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:

1.BHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, members of the BHA Board of Commissioners, BHA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.

2.The slate of potential appointees shall be submitted to all BHA resident organizations, for written comments. Written comments from the resident organization shall be considered by BHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.

3.On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of the BHA and be made available for public inspection at any time.

The persons who are presently appointed to serve as hearing panelists for grievances brought under this procedure are listed in Exhibit 1 attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.

B. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:

1. All hearings will be held before a single hearing officer unless the complainant (at the time of the initial request of the hearing) or BHA requests that the grievance be heard by a hearing panel.

2. Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the BHA in random order, subject to availability of the hearing officer or panelist to serve in each such case. BHA may employ any reasonable system for random order choice.

3. No member of the BHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with a grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.

4. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such a person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception or partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

   In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, the BHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

A. Hearing prerequisites: A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

1. The complainant has requested a hearing in writing.
2. The complainant has completed the informal settlement conference procedure.
3. If the matter involves the **amount of rent** which BHA claims is due under the complainant's lease, the complainant must pay an **escrow deposit** to the BHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. The BHA must waive the requirement for an escrow deposit where required by Section 5.630(financial hardship exemption from minimum rent requirements) or Section 5.615 (effect of welfare benefits reduction in calculation of family income) due to financial hardship in cases of minimum rent requirements or in cases concerning reduction in welfare benefits related to work requirements.
4. Failure to request a hearing or failure to make the escrow deposit does not constitute a waiver by the complainant to contest the BHA's action judicially.

B. Time, Place, Notice.

1. Upon Complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the BHA, not later than the tenth (10th) business day after the Complainant has completed such compliance. (In the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, or before the last date before the hearing permitted under this procedure, they shall immediately so inform the BHA. If two panelists can agree upon a date and time, BHA shall reappoint a third panelists who shall be available at the time agreed upon by the two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.)
2. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate BHA official, who, unless otherwise designated, shall be the Assistant Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer or hearing panel as described above in Section VIII. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any BHA documents, including records and regulations that are directly relevant to the hearing. The complainant will be allowed to copy any such documents at the Complainants expense. If the BHA does not make the document available for examination upon request by the complainant, the BHA may not rely on such documents at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
3. The right to a private hearing unless complainant requests otherwise.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert the BHA's evidence, and to confront and cross- examine all witnesses upon whose testimony or information the Housing Authority of the City of Bloomington relies.
5. The right to have a decision based solely on the facts presented at the hearing.

B. **Prior Decision in Same Matter**

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. **Failure to appear.**

1. If the complainant or the BHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the complainant and BHA of the determination.

2. The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest BHA's disposition of the grievance in an appropriate judicial proceeding.

D. **Required Showing of Entitlement to Relief.**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter BHA must sustain the burden of justifying BHA's action or failure to act against which the complaint is directed.

E. **Informality of Hearing.**

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Orderly Conduct Required.
The hearing officer or hearing panel shall require BHA, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. **Transcript of the Hearing**

The complainant or the BHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. **Accommodation to Handicapped Persons.**

Housing Authority of the City of Bloomington must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At, or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. **Written Decision**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

1. A copy of the decision shall be sent to the complainant and to the Housing Authority of the City of Bloomington. The Housing Authority of the City of Bloomington shall retain a copy of the decision in the complainant's tenant folder.
2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority of the City of Bloomington and made available for inspection by any prospective complainant, his representative, or the hearing panel or hearing officer.

B. **`Binding Effect.**

The written decision of the hearing officer or hearing panel shall be binding upon the Housing Authority of the City of Bloomington, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless Housing Authority of the City of Bloomington's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

1. the grievance does not concern Housing Authority of the City of Bloomington action or failure to act in accordance or involving the complainant's lease, or Housing Authority of the City of Bloomington's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or
2. the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the BHA.

C. **Continuing Right of Complaint to Judicial Proceedings.**
A decision by the hearing panel or officer or Board of Commissioners in favor of Housing Authority of the City of Bloomington or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant or an adult member of the complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of Housing Authority of the City of Bloomington, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the Housing Authority of the City of Bloomington, before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

A. **Captions**: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice: If a Tenant has filed a request for grievance hearing hereunder in a case involving Housing Authority of the City of Bloomington's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds Housing Authority of the City of Bloomington's action to terminate the tenancy, the Housing Authority of the City of Bloomington may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to complainant.

LIST OF HEARING OFFICERS

Scott Lay	Kim Holman-Short	Janet Wiser
Matt Jackson	Evelyn Young	
Mary Garrison	Anne Nadakavukaren	

XVIII. APPENDIX H

FLAT RENTS as of 1-1-2006
(Ceiling Rents)

WOOD HILL TOWERS

EFFICIENCY	$285	$285-30= **$255**
SMALL ONE BEDROOM (Renovated)	$300	$300-30= **$270**
ONE BEDROOM (Not renovated)	$340	$340-30= **$310**
RENOVATED ONE BEDROOM	$360	$360-30= **$330**
LARGE ONE BEDROOM	$380	$380-30= **$350**

51-5

ONE BEDROOM	$360	$360-25=**$335**

JOHN KANE HOMES

SMALL ONE BEDROOM	$310	$310-29= **$281**
ONE BEDROOM	$360	$360-29= **$331**
RENOVATED ONE BEDROOM	$390	$390-29= **$361**
TWO BEDROOM	$425	$425-37=**$388**

SUNNYSIDE

ONE BEDROOM	$300	$300-$31= **$269**
TWO BEDROOM	$350	$350-$38= **$312**
THREE BEDROOM	$400	$400-$51= **$349**
FOUR BEDROOM	$450	$450-$59= **$391**

WOOD HILL FAMILY

TWO BEDROOM	$400	$400-38=**$362**
THREE BEDROOM	$450	$450-51=**$399**
FOUR BEDROOM	$500	$500-59=**$441**
FIVE BEDROOM	$550	$550-64=**$486**

MOST OF HOLTON HOMES *IL 51-1* ***EXCEPT***

1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe

ONE BEDROOM	$350	$350-$31=**$319**
TWO BEDROOM	$400	$400-$57=**$343**
THREE BEDROOM	$450	$450-$76=$**374**

MOST OF ***EVERGREEN EXCEPT***

1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary

ONE BEDROOM	$375	$375-$31=**$344**
TWO BEDROOM	$425	$425-$57=**$368**
THREE BEDROOM	$475	$475-$76=**$399**

THE REST OF ***HOLTON HOMES***

1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe

ONE BEDROOM	$350	$350-$31 =**$319**
THREE BEDROOM	$450	$450-$51=**$399**

THE REST OF ***EVERGREEN***

1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

ONE BEDROOM	$375	$375-$31=**$344**
THREE BEDROOM	$475	$475-$51=**$424**
FOUR BEDROOM	$525	$525-$59=**$466**

XIX. APPENDIX I

BENEFITS THAT QUALIFY FOR INCOME EXCLUSION

1. Payment made to any Indian, or member of an Indian household, under the Maine Indian Settlement Claim Act of 1988.

2. The value of the allotment provided to any eligible family under the Food Stamp Act of 1977.

3. Payment to volunteers under the Domestic Volunteer Service Act of 1973.

4. Payments received under the Alaska Native Settlement Act.

5. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes.

6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.

7. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).

8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

9. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior.

10. Amounts of Scholarships funded under Title IV of the Higher Education Act of 1965 that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous expenses of student at an educational institution.

11. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056 (f))

12. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (EDNY).

13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Devlopment Block Grant Act of 1990 (42 U.S.C. 9858q).
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (j))
15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d))

17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602).

19. Allowances and earnings payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

XX. APPENDIX J INCOME VERIFICATION

A. Available Upfront Income Verification Techniques

BHA may obtain upfront income verification through the following methods:

1. Computer matching agreements with a federal, state, or local government agency, or a private agency;
2. Use of HUD Tenant Assessment Subsystem (TASS); or
3. Submit direct requests for income verifications to a federal, state, or local government agencies or a private agency.

HUD Systems Available for Upfront Income Verification.

Use of HUD Tenant Assessment Sub-System (TASS) and centralized UIV System are acceptable methods for verifying family income.

Note: The BHA **must** have a valid HUD Form 9886 signed by all household members who are 18 years of age or older in the tenant file.

Use of Third Party Verification to Supplement Upfront Income Verification.

Upfront income verification replaces, to a large extent, the more time consuming and less accurate third party verification process of contacting individual employers identified by the family or reviewing outdated income verification documents. However, third party verification may continue to be necessary to complement upfront income verification, for example, when the tenant disputes the data. It should not be considered as an automatic substitute for other third party verification, and may supplement other verification documentation, such as original, current tenant provided documents.

B. Written Third Party Verification:

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the BHA and be returned directly to the BHA from the independent source.

C. Oral Third Party Verification:

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit. BHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted, and their telephone number, along with the confirmed verified information.

This verification method is used in the event that the independent source does not respond to the BHA faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

D. Document Review:

The BHA reviews original documents provided by the tenant in support of their declaration of income during the income reexamination. This verification method can only be used as the sole source of income verification when third party verification cannot be obtained. When the BHA resorts to reviewing tenant-provided documents, the BHA must document in the tenant file why third party verification was not available.

Acceptable Participant-Provided Documents

Housing program participants have an obligation to the BHA to provide any letter or other notice, including any letter or notice from HUD that provides information concerning the amount or verification of family income, per section 3(f) of the U.S. Housing Act of 1937, as amended. In support of the tenant declaration of income, the BHA may review original (authentic) documents provided by the participant. All documents should be dated **within the last 60 days** of the interview. The BHA should make a photocopy of the original document(s) and maintain the copy in the participant case file. The BHA should also document in the tenant file, the receipt, copy, and review of the original (authentic) document. Below is a summary of some acceptable participant-provided documents:

- Consecutive and original pay stubs
- Social Security Administration award letter
- Bank statements
- Pension benefit statements
- Temporary Assistance to Needy Families (TANF) award letter
- Other official and authentic documents from a Federal, State, or local agency.

E. Tenant Certification:

The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other verification methods are not possible. When the BHA relies on tenant certification, the BHA must document in the tenant file why third party verification was not available.

References: PIH Notice 2001-15

VIII. LEVELS OF VERIFICATION METHODS

The BHA should begin with the highest level of verification methods. The use of lower level verification methods will require the BHA to justify its use of that particular verification method rather than a higher level of verification methods. ALL RESIDENTS WILL BE INFORMED ABOUT UIV – AT ORIENTATION OR IN RESIDENT NEWSLETTER

Upfront (UIV) Highest (Highly Recommended, highest level of third party verification)
Written 3rd Party High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Oral 3rd Party Medium (Mandatory if written third party verification is not available)
Document Review Medium-Low (Use on provisional basis)
Tenant Declaration Low (Use as a last resort)

STAFF SHALL REQUEST THIRD PARTY VERIFICATION WITHIN 5 BUSINESS DAYS AFTER APPLICATION, ANNUAL REEXAMINATION, OR INTERIM INTERVIEW.

ALLOW NO MORE THAN 10 BUSINESS DAYS TO LAPSE BETWEEN EACH SUCCESSIVE ATTEMPT TO VERIFY INCOME

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
ALL TYPES	CHECK WITHIN 5 BUSINESS DAYS OF INTERVIEW	IF NO RESPONSE AFTER 10 BUSINESS DAYS, SEND SECOND REQUEST	IF NO RESPONSE, CONTACT BY PHONE WITHIN 5 BUSINESS DAYS – **VERIFY WITHIN 4 MONTHS OF MOVE-IN ON HUD's UIV if available**	IF LEVELS, 5, 4, OR 3 NOT AVAILABLE – MAKE PROVISIONAL DETERMINATION WITHIN 5 BUSINESS DAYS – THEN	DOCUMENT ALL STEPS ALONG THE WAY
Wages/ Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the BHA written request for information within 10 business days, the BHA will contact the independent source by phone to obtain the requested information.	When neither form of third party verification can be obtained, the BHA may accept original documents such as consecutive pay stubs (HUD recommends the BHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family total annual income from earnings. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The BHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The BHA mails the form to SSA and the statement will be sent to the address the BHA specifies on the form.			
	Use of HUD systems, when available.				

Verification of Employment Income: The BHA should always obtain as much information as possible about employment. Suggested information is start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year- to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. **Effective Date of Employment:** The BHA should always confirm start and termination dates of employment.					
Self-Employ-ment	Not Available	The BHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The BHA may call the source to obtain income information.	The BHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. **Note:** The BHA must document in the tenant file, the reason third party verification was not obtained.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family total annual income from self-employment **Note:** The BHA must document in the tenant file, the reason third party verification was not available.
Verification of self-employment Income: Typically, it is a challenge for BHA to obtain third party verification of self-employment income. When third party verification is not available, the BHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The BHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. **(Not Available in our area because SSA makes this data available through TASS. SSA encourages BHA to use TASS.)**	The BHA may call SSA, with the tenant on the line, to confirm obtain current benefit amount. **(Not Available in our area because SSA makes this data available through TASS. SSA encourages BHA to use TASS.) They are willing to verify over the phone if there are extenuating circumstances. Go through supervisor if necessary.**	The BHA may accept an original SSA Notice from the tenant. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.

Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The BHA may call the local Social Services Agency to confirm obtain current benefit amount.	The BHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person. Whenever possible, ask the applicant/resident for their PIN number to verify child support over the internet. If they do not want to give us the PIN number they can submit it themselves on our computer and can still print the proof.	The BHA mails, faxes, or e-mails a verification form directly to the local Social Services Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status/welfare benefit information.	The BHA may call the local Child Support Enforcement Agency or child support payer to confirm obtain current child support amount and payment status.	The BHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The BHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The BHA may call the State Wage Information Collection Agency to confirm obtain current benefit amount.	The BHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.

Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The BHA may call the pension provider to confirm obtain current benefit amount.	The BHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The BHA must document in the tenant file, the reason third party verification was not available.
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The BHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The BHA may call the source to obtain asset and asset income information.	The BHA may review original documents provided by the tenant. **Note: The BHA must document in the tenant file, the reason third party verification was not available.**	The BHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. **Note: The BHA must document in the tenant file, the reason third party verification was not available.**

Comments	Whenever HUD makes available wage, unemployment, and SSA information, the BHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	**Note:** The independent source completes the form and returns the form directly to the BHA. Agency. The tenant should not hand carry documents to or from the independent source.	The BHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The BHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. **Notarized statement should include a perjury penalty statement.**
Note: The BHA must not pass verification costs along to the participant.					

Levels of Verification Methods

Up-front High (Not mandatory, but strongly recommended)
Written 3rd Party High (Mandatory)
Oral 3rd Party Medium (Mandatory if written third party verification is not available)
Document Review Medium-Low (Use on provisional basis)
Tenant Declaration Low (Use as a last resort)

The BHA will begin with the highest level of verification methods. The use of lower level verification methods will place a higher burden on the BHA to justify its use of that particular verification method rather than a higher level of verification methods. The BHA will provide substantial documentation for each case.

BHA Policies for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available

HUD has established the criteria and the BHA will follow that criterion, for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is $200 or more per month.

UIV Income Data is not substantially different than Tenant-Provided Income Information

UIV may alleviate the need for 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income.

In cases where UIV income data is **not** substantially different than tenant-reported income, the BHA will follow guidelines below:

- If UIV income data is less than **current** tenant-provided documentation, the BHA will use tenant-provided documents to calculate anticipated annual income.

- If UIV income data is more than **current** tenant-provided documentation, the BHA will use UIV income data to calculate anticipated annual income **unless** the tenant provides the BHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the BHA will use tenant-provided documents to calculate anticipated annual income.

UIV Income Data is substantially Different than Tenant-Provided Income Information

In cases where UIV income data is substantially different than tenant-reported income, the BHA shall follow the guidelines below:

- The BHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(i).

- The BHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the BHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

- The BHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.

- The BHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

The BHA will utilize tenant-provided documents dated within the last 60 days of the BHA interview date whenever possible.

If the BHA is unable to anticipate annual income using current information due to historical fluctuations in income, the BHA may average amounts received/earned to anticipate annual income.

Note that if the tenant disputes UIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, the BHA should request the tenant to provide the BHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the BHA interview date. The tenant may contact SSA at 1-(800) 772-1213 or visit their local SSA office.

Resources for Historical Income Data:

- Social Security Earnings Statement (summary of gross earnings for each year that the participant has worked in his/her lifetime) may be obtained from the Social Security Administration. Request for this document may be done via mail or online at www.ssa.gov

Last eight (8) months amounts of Social Security benefits paid to a participant (or household member) may be obtained from the TASS or UIV system.

Progress Statement

The Housing Authority of the City of Bloomington continues to strive and work toward meeting the mission and goals of the agency's 5-Year Plan. The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives.

The mission of the HACB is to provide quality, affordable housing and self-sufficiency opportunities to low and moderate income citizens of McLean County. We continue to work toward achieving the goals established under the 5-Year Plan in 2005.

Areas of accomplishments for FY 2008 include, but are not limited to, activities to promote economic self-sufficiency opportunities for the clients we serve. In 2008, the Housing Authority in conjunction with its partners provided several programs to residents to help them move closer towards achieving self-sufficiency. Literacy helps to build a strong foundation for residents to achieve their independence of government assistance. The Housing Authority received a grant from First Book to purchase books for the children in our after-school program. The on-site GED program continues to be a success. With funds from the Public Housing Neighborhood Network Grant and ROSS Family and Homeownership Grant the Housing Authority partnered with the Adult Literacy and GED Center to provide adult education and pre-GED classes to residents on-site. Childcare services are also provided at the on-site adult education location.

The Bridging the Gap program assist resident in completing their GED or help others who have a GED by bridging the gap with educational and employment opportunities. The six week course help with career choices, job readiness skills and assist with college application, registration and academic advisement. The program had 23 success graduates complete the program.

We continue to work closely with the local community college. Heartland Community College provides three Essentials Programs, Business, Information Technology and Manufacturing. The Essentials Programs are aimed to provide residents with the skills most desired by employers and necessary for personal as well as professional growth. The Business Essential Program is a 16 credit hour college office technology course that has been accredited by the Illinois Community College Board. Each graduate received a certificate from the state board. The Information Technology Essential Program is a comprehensive college level certificate program. The Information Technology course train residents for many jobs in the computer support specialist profession, including help desk positions and PC maintenance and repair. A new essential program is called the Manufacturing Essentials. This Heartland Community College course trains residents to become skilled machine operators and connects them with are employers. All of the essentials programs are 16 credit hour college level certificate programs that are accredited by the Illinois Community College Board. Residents receive textbooks, assistance with childcare, transportation and all the necessary classroom supplies and tools needed to help them succeed. There have been 10 successful graduates from the three Essential Programs.

Other quality programs that were offered in 2008 are the Certified Nurse's Assistant program and, Money Management. The CAN program prepares residents to work as nursing assistants in nursing homes, hospitals and private homes. There have been 8 graduates from the CAN program at this time.

Money Management has been added to our services because of the need to help residents achieve financial freedom. The curriculum offered through this program is "Fundamental of Banking & Finances". It is geared toward helping individuals and families get out of debt and have a successful financial plan for their homes. There have been 11 graduates from the Money Management program.

The capital improvements projects continue to improve site conditions and the quality of life for residents. Accessibility work continues to be a priority in our renovation projects. Hurst-Roche, an architect and engineer firm certified 18 units renovated are in general compliance with the Americans with Disabilities Act, the Illinois Accessibility Code and the Uniform Federal Accessibility Standards. We also converted two family units into handicapped accessible at Holton Homes. We reconfigured an entire building to achieve accessibility standards in a 3 and 4 bedroom unit. The other units in the building were renovated and are one bedroom.

The Housing Authority was again designated by HUD as a high performing agency last year for its Public Housing PHAS and Section 8 SEMAP assessments. We have also successfully converted our public housing operations into asset based management.

The plans, statements, budget summary and policies all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach to otherwise provide high-quality housing to eligible participants in a cost-effective manner that also promotes self-sufficiency.

DEFINITION OF SUBSTANTIAL DEVIATION

Substantial Deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

Resident Membership on Board

Faye Townsend, a Public Housing resident, was appointed to the Board of Commissioners by the Mayor of Bloomington and approved by the City Council on August 13, 2007.

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON

RESIDENT ADVISORY BOARD

Faye Townsend
101 E. MacArthur Apt. 1201
Bloomington, IL 61701

Jackalyn Ahlers
104 E. Wood St. Apt. 406
Bloomington, IL 61701

Tondelaya Beall
250 Park Trail Road
Normal, IL 61761

Sandi Cullers
104 E. Wood St. Apt. 512
Bloomington, IL 61701

Violence Against Women Act Statement

The federal Violence Against Women Act of 2005 requires that housing authorities set forth in our Annual Plan a description of any activities, services, or programs provided or offered by our public housing agency that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.

The Housing Authority of the City of Bloomington operates both Public Housing and Section 8 Programs. The goals, objectives, policies, or programs have been revised to enable the housing authority to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. We have decided to set the following policies for the Public Housing and Section 8 Programs.

1. An applicant or participant/tenant who has been a victim of domestic violence, dating violence, sexual assault or stalking will not be denied program assistance or denial of admission if the victim is an otherwise qualified applicant or participant.

2. A victim of domestic violence will not be terminated due to criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking. This will also include members of the participant/tenant's immediate family.

3. A victim of domestic violence must provide written proof or certification of the violence. Acceptable verification includes:
    a. Court record
    b. Police (law enforcement) record
    c. Statement from a victim service provider, medical professional or lawyer containing:
        i. Statement the individual helped the tenant address the violence;
        ii. Name of the perpetrator;
        iii. Statement under penalty of perjury that the provider believes the incident or incidents are bona fide incidents of abuse;
        iv. Participant/tenant must also sign or attest to the provider's statement.

4. Participant/tenant has a minimum of fourteen (14) business days to provide the requested proof.

5. The Housing Authority will refer the victim to Mid Central Community Action, a local agency that assists victims of domestic violence.

6. All Public Housing and Section 8 tenants shall receive notification of their rights under the VAWA.

7. All applicants for the Housing Authority operated housing programs shall receive notification of their rights under VAWA.

CARBON MONOXIDE ALARM DETECTOR ACT RESPONSE

The Housing Authority of the City of Bloomington operates both Public Housing and Section 8 Programs. In accordance with the Illinois Carbon Monoxide Alarm Detector Act (Public Act 094-0741) the Housing Authority has established the Carbon Monoxide Alarm Detector Plan which incorporates the following requirements for the Public Housing Program:

Every public housing dwelling unit with furnaces and hot water heaters must be equipped with at least one operable carbon monoxide alarm within 15 feet of every room used for sleeping purposes.

The Housing Authority must supply and install all required alarms. Property Managers will ensure that the alarms are operable on the date the lease is signed.

The tenant is responsible for testing and maintaining the alarm after the lease commences. The tenant must notify the Housing Authority in writing of any deficiencies that the tenant cannot correct.

The Housing Authority will provide the tenant with written information regarding alarm testing and maintenance. The tenant must sign a certification form acknowledging receipt of the written information regarding alarm testing and maintenance.

Any tenant that tampers with, remove, destroy, disconnect, or remove the batteries from any installed carbon monoxide alarm may be subject to criminal prosecution.

Dwelling units that do not rely on combustion of fossil fuel for heat, ventilation or hot water, is not sufficiently close to any ventilated source of carbon monoxide to receive carbon monoxide from that source or dwelling unit or is not sufficiently close to any source of carbon monoxide as determined by the local building commissioner are exempt from the Act.

The following Carbon Monoxide Alarm Detector Plan incorporates the requirements for the Section 8 Program:

Every housing assisted unit under the Section 8 Housing Choice Voucher Program must be equipped with at least one operable carbon monoxide alarm within 15 feet of every room used for sleeping purposes.

The alarm may be combined with smoke detecting devices provided the unit complies with respective standards and the alarm differentiates the hazard.

The owner of the assisted housing unit must supply and install all required alarms. The landlord must ensure that the alarms are operable on the date of the initiation of a lease.

The tenant is responsible for testing and maintaining the alarm after the lease commences. The tenant must notify the owner and the Section 8 office in writing of any deficiencies that the tenant cannot correct.

The Section 8 tenant shall be furnished with written information regarding alarm testing and maintenance. The tenant must sign a certification form acknowledging receipt of the written information regarding alarm testing and maintenance.

Any tenant that tampers with, remove, destroy, disconnect, or remove the batteries from any installed carbon monoxide alarm may be subject to criminal prosecution.

Dwelling units that do not rely on combustion of fossil fuel for heat, ventilation or hot water, is not sufficiently close to any ventilated source of carbon monoxide to receive carbon monoxide from that source or dwelling unit or is not sufficiently close to any source of carbon monoxide as determined by the local building commissioner are exempt from the Act.

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **Expires 4/30/2011**

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 01/2009, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of the City of Bloomington	IL 051
PHA Name	PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

X Annual PHA Plan for Fiscal Years 20 05 - 20 09

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Barbara J. Adkins	Vice Chairperson
Signature: Barbara J. Adkins	Date: 05/04/2009

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Sharon Walker the Community Development Director certify that the Five Year and Annual PHA Plan of the Housing Authority of City of Bloomington is consistent with the Consolidated Plan of City of Bloomington prepared pursuant to 24 CFR Part 91.

Sharon Walker 5-4-09

Signed / Dated by Appropriate State or Local Official

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name
Housing Authority of the City of Bloomington

Program/Activity Receiving Federal Grant Funding
2009 Annual PHA Plan

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Kim Holman-Short	Executive Director
Signature X Kim Holman-Short	Date 05/01/2009

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the City of Bloomington

Program/Activity Receiving Federal Grant Funding

2009 Annual PHA Plan

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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

Name of Authorized Official	Title
Kim Holman-Short	Executive Director

Signature	Date (mm/dd/yyyy)
Kim Holman-Short	May 1, 2009

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Subawardee**
Tier _____, *if known*:

Congressional District, *if known*: 4c 15th

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Kim Holman-Short
Print Name: Kim Holman-Short
Title: Executive Director
Telephone No.: (309) 829-3360 Date: 05/01/2009

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Standard Form LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

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RESOLUTION NO. 1234

WHEREAS, the Department of Housing and Urban Development has appropriated Capital Funds to public housing agencies to carry out capital and management activities in accordance with the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Housing Authority of the City of Bloomington has received funding under the Capital Fund Stimulus Grant for capital and management activities; and

WHEREAS, a revised Capital Fund Annual Statement has been reviewed by staff and the Board of Commissioners; and

WHEREAS, a public hearing was held to present the revised Annual Statement to residents and the public for comment; and

WHEREAS, all have met and discussed the capital improvement activities regarding the Capital Fund Stimulus Grant; and

NOW THEREFORE BE IT RESOLVED, that the Housing Authority Board of Commissioners has accepted the ARRA Annual Statement for the Capital Fund Grant and authorizes the Executive Director to executive contracts on behalf of the housing authority, and

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the Executive Director to accept the ARRA funds and expend the funds as presented in the ARRA Annual Statement for Capital Fund Grant.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL065051501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no:1)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	$60,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$104,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	$15,000			
10	1460 Dwelling Structures	$896,396			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	$15,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	$2,000			
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL065051501-9 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annual Statement (revision no: 1)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	$20,000			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$1,112,396			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	$300,000			
23	Amount of line 20 Related to Security - Soft Costs	$7,000			
24	Amount of line 20 Related to Security - Hard Costs	$7,000			
25	Amount of line 20 Related to Energy Conservation Measures	$100,000			

Signature of Executive Director	**Date 5/4/09**	**Signature of Public Housing Director**	**Date 5/4/09**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL065051501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
AMP 1 Sunnyside Courts	5 buildings totaling 28 units, Visit-Ability Compliance, Plumbing, kitchen Cabinets, bathroom sinks, Toilets, Electrical, Doors, Floors, interior-exterior rehab, landscaping and, roofs.	1460	4-5	$740,000				
	Asbestos removal	1460	4-5	$60,000				
	192 storm doors and installation	1460	192	$55,000				
	Relocation Costs for 28 families	1495.1	28	$2,000				
	Architect and Engineer Fees	1430	1	$104,000				
	Security Camera Upgrades	1475	1	$5,000				
Sunnyside Court Holton Homes Evergreen Place	Signage	1450	6	$5,000				

AMP 2 Nierstheimer East Building Nierstheimer West Building Irvin North Building Irvin South Building McGraw Building John Kane Homes	Door entry systems for ADA, Concrete ramps and rails for ADA where needed Signage for all buildings	1460 1450	4 5	$41,396 $5,000				
AMP 3 Wood Hill Tower South Wood Hill Family	Security Camera and Entry Door Upgrades Signage	1475 1450	1 5	$10,000 $4,000				
AMP 4 Wood Hill Tower North	Signage	1450	1	$1,000				
PHA Wide Administration	Part time helper	1410	1	$60,000				
Contingency		1502		$20,000				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL065051501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the City of Bloomington

Federal FFY of Grant: 2009

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1 Holton Homes Sunnyside Courts Evergreen Place	3/17/10		3/17/12		
AMP 2 John Kane Homes Nierstheimer East Building Nierstheimer West Building Irvin North Building Irvin South Building McGraw Building	3/17/10		3/17/12		
AMP 3 Wood Hill Tower South. Wood Hill Family	3/17/10		3/17/12		
AMP 4 Wood Hill Tower North	3/17/10		3/17/12		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of the City of Bloomington					**Federal FFY of Grant: 2009**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary

Housing Authority of the City of Bloomington			Bloomington, Mclean County, Illinois		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012	Work Statement for Year 5 FFY 2013
	Amp 1 IL51-1Sunnyside Courts, Holton Homes, Evergreen Place		Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 11 building roofs	Update plumbing, electrical; kitchen cabinets, flooring, drywall, painting, landscaping, siding, and interior/exterior rehab. 10 building roofs	Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 7 building roofs	Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab
	Amp 2 IL 51-2 John Kane		Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year. 30 refrigerators	Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year	Install kitchen cabinets, levered lock-sets, fire alarms, and A/C	Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year
	IL 51-5 Irvin, Nierstheimer, McGraw		Install kitchen cabinets, levered lock-sets, fire alarms, and A/C. 50 refrigerators	Install kitchen cabinets, levered lock-sets, fire alarms, and A/C		Install kitchen cabinets, levered lock-sets, fire alarms, and A/C
	Amp 3 IL51-3 E Wood Hill Tower South		3E- Replace electrical, plumbing, painting, carpeting, furniture, interior rehab	3E- Replace electrical, plumbing, painting, carpeting, furniture, interior rehab. New roof	3E- Replace electrical, plumbing, painting, roofs, carpeting, furniture, interior rehab	3E- Replace electrical, plumbing, painting, carpeting, interior rehab, roofs, furniture, and office renovation
	IL51-3F Wood Hill Family		3F-Replace interior doors, windows, floors, asbestos removal, siding, storm doors, furnaces, landscaping, and interior rehab	3F-Replace interior doors, windows, floors, asbestos removal, siding, landscaping, and interior rehab. 50 refrigerators	3F-Replace interior doors, windows, floors, asbestos removal, siding, landscaping, and interior rehab	3F-Replace interior doors, windows, floors, asbestos removal, siding, landscaping, and interior rehab
	Amp 4 IL51-4 Wood Hill Tower North		Replace electrical, plumbing, painting, carpeting, and interior rehab. Roofing	Replace electrical, plumbing, painting, carpeting, and interior rehab. 100 refrigerators	Replace electrical, plumbing, painting, carpeting, roofs, and interior rehab	Replace electrical, plumbing, painting, carpeting, roofs, and interior rehab

B.	Physical Improvements Subtotal	Annual Statement	Amp 1 $285,993 Amp 2 $60,393 Amp 3 $206,694 Amp 4 $122,821	Amp 1 $282,000 Amp 2 $64,386 Amp 3 $262,821 Amp 4 $66,694	Amp 1 $242,000 Amp 2 $104,386 Amp 3 $106,694 Amp 4 $66,694	Amp 1 $2,000 Amp 2 $144,386 Amp 3 $206,694 Amp 4 $322,821
C.	Management Improvements		PHA Wide $13,194	PHA Wide $33,194	PHA Wide $13,194	PHA Wide $13,194
D.	PHA-Wide Non-dwelling Structures and Equipment		PHA Wide $12,000	PHA Wide $12,000	PHA Wide $74,154	PHA Wide $74,154
E.	Administration		PHA Wide $82,000	PHA Wide $82,000	PHA Wide $82,000	PHA Wide $82,000
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total	$858,249	$858,249	$858,249	$858,249	$858,249

Part I: Summary (Continuation)

PHA Name/Number			Locality (City/county & State)		☐**Original 5-Year Plan** ☒**Revision No: 1**	
A.	Development Number and Name	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2112	Work Statement for Year 5 FFY 2013
		Annual Statement				

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year 2010 FFY 2010			Work Statement for Year: 2011 FFY 2011		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost

See	Amp 1 IL51-1 Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 11 building roofs	11 roofs and 1 building	$285,993	Amp 1 IL51-1 Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 6 building roofs	2 buildings 6 roofs	$285,993
	Amp 2 IL 51-2 Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year. 30 refrigerators	1apartment 30 refrigerators	$40,393	Amp 2 IL 51-2 Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year.	2 apartment	$44,396
	IL 51-5 Install kitchen cabinets, levered lock-sets, fire alarms, and A/C. 50 refrigerators	1 apartment 50 refrigerators	$20,000	IL 51-5 Install kitchen cabinets, levered lock-sets, fire alarms, and A/C.	1 apartment 10 A/C	$20,000
	Amp 3 51-3E Wood Hill Tower South Replace electrical, plumbing, painting, carpeting, furniture, interior rehab	6 apartments	$56,000	Amp 3 51-3E Wood Hill Tower South Replace electrical, plumbing, painting, carpeting, furniture, interior rehab	5 apartments	$62,821
	51-3F-Replace interior doors, windows, floors, asbestos removal, siding, storm doors, furnaces, landscaping, and interior rehab	1 building	$150,000	51-3F-Replace interior doors, windows, floors, asbestos removal, siding, storm doors, furnaces, landscaping, and interior rehab	1 building	$200,000
	Amp 4 IL51-4 Replace electrical, plumbing, painting, carpeting, and interior rehab. Roofing	1 roof 6 apartments	$50,000 $170,821	Replace electrical, plumbing, painting, carpeting, and interior rehab. 100 refrigerators	10 apartments 100 refrigerators	$222,821

Annual						
Statement						
	Subtotal of Estimated Cost		$	Subtotal of Estimated Cost		$

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year 2012 FFY 2012			Work Statement for Year: 2013 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost

See	Amp 1 IL51-1 Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 11 building roofs	1 building	242,000	Amp 1 IL51-1 Update plumbing, electrical; kitchen cabinets, flooring, drywall painting, landscaping, siding, and interior/exterior rehab. 11 building roofs	1 building	$2,000
	Amp 2 IL 51-2 Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year.	2apartment	$104,386	Amp 2 IL 51-2 Electric, plumbing, kitchen, painting, interior rehab, asbestos removal, and landscaping, one or two apartments per year.	2apartment	$100,000
	IL 51-5 Install kitchen cabinets, levered lock-sets, fire alarms, and A/C. 50 refrigerators	1 apartment		IL 51-5 Install kitchen cabinets, levered lock-sets, fire alarms, and A/C. 50 refrigerators	1 apartment	$44,386
	Amp 3 51-3E Wood Hill Tower South Replace electrical, plumbing, painting, carpeting, furniture, interior rehab	1 apartments	$6,694	Amp 3 51-3E Wood Hill Tower South Replace electrical, plumbing, painting, carpeting, furniture, interior rehab	1 apartments	$56,694
	51-3F-Replace interior doors, windows, floors, asbestos removal, siding, storm doors, furnaces, landscaping, and interior rehab	1 building	$100,000	51-3F-Replace interior doors, windows, floors, asbestos removal, siding, storm doors, furnaces, landscaping, and interior rehab	1 building	$200,000
	Amp 4 IL51-4 Replace electrical, plumbing, painting, carpeting, and interior rehab.	6 apartments	$66,694	Amp 4 IL51-4 Replace electrical, plumbing, painting, carpeting, and interior rehab.	6 apartments	$322,821

Annual						
Statement						
	Subtotal of Estimated Cost		$	Subtotal of Estimated Cost		$

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2009	Work Statement for Year 2010 FFY 2010		Work Statement for Year: 2011 FFY 2011	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost

See	Amp 1 IL51-1 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 1 IL51-1 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 2 IL 51-2, IL 51-5 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 2 IL 51-2, IL 51-5 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 3 51-3E Wood Hill Tower South 51-3F Wood Hill Family Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 3 51-3E Wood Hill Tower South 51-3F Wood Hill Family Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 4 IL51-4 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 4 IL51-4 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
Annual				
Statement				

	Subtotal of Estimated Cost	$$13,194	Subtotal of Estimated Cost	$13,194

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2009	Work Statement for Year 2012 FFY 2012		Work Statement for Year: 2013 FFY 2013	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost

See	Amp 1 IL51-1 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 1 IL51-1 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 2 IL 51-2, IL 51-5 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 2 IL 51-2, IL 51-5 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 3 51-3E Wood Hill Tower South 51-3F Wood Hill Family Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 3 51-3E Wood Hill Tower South 51-3F Wood Hill Family Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
	Amp 4 IL51-4 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50	Amp 4 IL51-4 Preventative Maintenance Training Modernization Training Cell phone and radio Computer upgrade Office supplies	$3,298.50
Annual				
Statement				

	Subtotal of Estimated Cost	$$13,194	Subtotal of Estimated Cost	$$13,194

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant
☒ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost** [1]	
		Original	**Revised**[2]	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements	$13,194			
4	1410 Administration (may not exceed 10% of line 21)	$82,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$74,154			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	$675,901			
11	1465.1 Dwelling Equipment—Nonexpendable	$32,558			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	$1,000			
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☒ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$878,807			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	$300,000			
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	$100,000			

Signature of Executive Director	**Date 05/04/2009**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authorityof the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
AMP 1 IL 51-1 Sunnyside Court, Holton Homes, and Evergreen Place	2 units ADA Compliance, plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal, 10 buildings roofs, 192 storm doors.	1460	$375,993					
	Relocation Costs	1495.1	$250.00					
	Architect and Engineer Fees	1430	$28,538.50					
	Refrigerator and Stoves	1465.1	$32,558					
	Professional Staff Development	1408	$750.00					
	Preventative Maintenance Training	1408	$400.00					
	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408	$1,486					
AMP 2 IL51-2 John Kanes Homes	ADA Compliance, plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal for 2 units, and one office.	1460	$105,000					

IL51-5 Irvin, Nierstheimer, McGraw	ADA Compliance, kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460	$5,393					
	Relocation Costs	1495.1	$250.00					
	Architect and Engineer Fees	1430	$16,538.50					
	Professional Staff Development	1408	$750.00					
	Preventative Maintenance Training	1408	$350.00					
	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone Upgrade.	1408	$1,486					
AMP 3								
IL51-3E Wood Hill Towers South	ADA Compliance, electrical, plumbing, painting, interior rehab, roofing, and furniture	1460	$26,694					
IL51-3F Wood Hill Family	ADA Compliance, doors, windows, asbestos removal, interior, exterior (1 building)	1460	$140,000					
	Relocation Costs	1495.1	$250.00					
	Architect and Engineer Fees	1430	$20,538.50					
	Professional Staff Development	1408	$750.00					
	Preventative Maintenance Training	1408	$350.00					
	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408	$1,486					
AMP 4								
IL51-4E Wood Hill Towers North	ADA Compliance, electrical, plumbing, painting, and interior, exterior rehab.	1460	$22,821					
	Relocation Costs	1495.1	$250.00					
	Architect and Engineer Fees	1430	$8,538.50					

	Professional Staff Development Preventative Maintenance Training Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408 1408 1408	$750.00 $350.00 $1,486					

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages						
PHA Name: Housing Authority of the City of Bloomington		**Grant Type and Number** Capital Fund Program Grant No: IL06P051-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:			**Federal FFY of Grant: 2009**	
Development Number	General Description of Major Work	Development	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work

Name/PHA-Wide Activities	Categories	Account No.						
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA Wide	Modernization Staff Professional Trainining	1408		$2,000				
PHA Wide	Cell Phone for Mod. Department	1408		$800.00				
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$82,000				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part III: Implementation Schedule for Capital Fund Financing Program			
PHA Name: Housing Authority of the City of Bloomington			**Federal FFY of Grant: 2009**
Development Number	All Fund Obligated	All Funds Expended	Reasons for Revised Target Dates [1]

form **HUD-50075.1** (4/2008)

Name/PHA-Wide Activities	(Quarter Ending Date)		(Quarter Ending Date)		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
IL51-1 Holton Homes, Sunnyside Court, Evergreen	7-18-2011		7-18-2012		
IL51-2 John Kane Homes	7-18-2011		7-18-2012		
IL51-3E Wood Hill Towers South	7-18--2011		7-18-2012		
IL51-3F Wood Hill Family	7-18-2011		7-18-2012		
IL51-4E Wood Hill Towers North	7-18-2011		7-18-2012		
IL51-5 Irvin, Nierstheimer. McGraw	7-18-2011		7-18-2012		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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

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

PHA Name: Housing Authority of the City Of Bloomington	Grant Type and Number Capital Fund Program Grant No: IL06P051501-04 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: 12-31-06 ☒ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations	0			
3	1408 Management Improvements	$49,273.33		$49,273.33	$49,273.33
4	1410 Administration	$98,000		$98,000	$98,000
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	$99,535		$99,535	$99,535
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	$724,805.39		$724,805.39	$724,805.39
11	1465.1 Dwelling Equipment—Nonexpendable	$13,000		$13,000	$13,000
12	1470 Nondwelling Structures	0			
13	1475 Nondwelling Equipment	0			
14	1485 Demolition	0			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Costs	$105.28		$105.28	$105.28
18	1499 Development Activities	0			
19	1501 Collaterization or Debt Service	0			
20	1502 Contingency	0			
21	Amount of Annual Grant: (sum of lines 2 – 20)	$984,719		$984,719	$984,719
22	Amount of line 21 Related to LBP Activities	0			
23	Amount of line 21 Related to Section 504 compliance	$60,000		$460,000	$460,000
24	Amount of line 21 Related to Security – Soft Costs	0			
25	Amount of Line 21 Related to Security – Hard Costs	0			

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

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

PHA Name: Housing Authority of the City Of Bloomington	Grant Type and Number Capital Fund Program Grant No: IL06P051501-04 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: 12-31-06 ☒ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
26	Amount of line 21 Related to Energy Conservation Measures	$100,000		$100,000	$100,000

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

PHA Name: **Housing Authority of the City of Bloomington**	Grant Type and Number Capital Fund Program Grant No: IL06P051501-04 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	
IL 51-1 Sunnyside Courts	Plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal	1460		0				
IL51-2 John Kane Homes	Plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal	1460		$1,440.04		$1,440.04	$1,440.04	complete

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

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

PHA Name: **Housing Authority of the City of Bloomington**		**Grant Type and Number** Capital Fund Program Grant No: IL06P051501-04 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	
Il51-3E Wood Hill Towers, S.	Electrical, plumbing, painting, interior rehab, and furniture	1460		$3,516.70		$3,516.70	$3,516.70	complete
IL51-3F Wood Hill Family	Doors, windows, asbestos removal, interior, exterior rehab.	1460		$150,275.24		$150,275.24	$150,275.24	complete
IL51-4E Wood Hill Towers, N	Electrical, plumbing, painting, and interior, exterior rehab.	1460		$434,573.41		$434,573.41	$434,573.41	complete
IL51-5 Irvin, Nierstheimer, McGraw	Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460		0				
PHA Wide	A/E Fees	1430		$99,535		$99,535	$99,535	complete
PHA Wide	Relocation Costs	1495.1		$105.00		$105.00	$105.00	complete
PHA Wide	Contingency	1502		0				
PHA Wide	Preventive Maintenance Program and Training	1408		$2,533.10		$2,533.10	$2,533.10	Complete
PHA Wide	Professional Staff Development	1408		$6,466.90		$6,466.90	$6,466.90	Complete
PHA Wide	Refrigerators and Stoves	1465.1		$13,000		$13,000	$13,000	Complete

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

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

PHA Name: **Housing Authority of the City of Bloomington**		**Grant Type and Number** Capital Fund Program Grant No: IL06P051501-04 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408		$35,850.06		$35,850.06	$35,850.06	complete
PHA Wide	Modernization Staff Professional Training	1408		$1,923.27		$1,923.27	$1,923.27	complete
PHA Wide	Gasoline and Insurance for Mod. Dept. Vehicle	1408		$1,700		$1,700	$1,700	Complete
PHA Wide	Cell Phone and Pager for Mod. Department	1408		$800		$800	$800	Complete
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$98,000		$98,000	$98,000	Complete
PHA Wide	Site Acquisition	1440		0				
PHA Wide	Demolition	1485		0				

13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of Bloomington**	**Grant Type and Number** Capital Fund Program No: IL06P051501-04 Replacement Housing Factor No:	**Federal FY of Grant:** 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
IL 51-1 Holton Homes, Sunnyside Courts, Evergreen	9-6-2006			9-5-2008			
IL51-2 John Kane Homes	9-6-2006			9-5-2008			
Il51-3E Wood Hill Towers, S.	9-6-2006			9-5-2008			
IL51-3F Wood Hill Family	9-6-2006			9-5-2008			
IL51-4E Wood Hill Towers, N.	9-6-2006			9-5-2008			
IL 51-5 Irvin, Nierstheimer, McGraw	9-6-2006			9-5-2008			

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051501-05 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2005** **FFY of Grant Approval:**

Type of Grant
☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	$53,194	$26,444.94	$26,444.94	$26,444.94
4	1410 Administration (may not exceed 10% of line 21)	$86,000		$86,000	$86,000
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	$79,535	$64,568.77	$64,568.77	$64,568.77
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	$636,632.94	$651,599.17	$651,599.17	$651,599.17
11	1465.1 Dwelling Equipment—Nonexpendable	$15,345		$15,345	$15,345
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	$18,355	$18,355	$18,355	$18,355
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	$1,000	$1,324.12	$1,324.12	$1,324.12
17	1499 Development Activities [4]	0			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: : IL06P051501-05 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2005** **FFY of Grant Approval: 2005**

Type of Grant

☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$863,637		$863,637	$863,637
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	$60,000		$60,000	$60,000
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	$100,000		$100,000	$100,000

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL060P051501-05 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2005**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
IL 51-1 Sunnyside Courts	Plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal	1460		0				
IL51-2 John Kane Homes	Plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal	1460		$160,140.13	$175,106.36	$175,106.36	$175,106.36	Complete Add $14,966.23 from A/E 1430
Il51-3E Wood Hill Towers, S.	Electrical, plumbing, painting, interior rehab, and furniture	1460		$4,994		$4,994	$4,994	Complete
IL51-3F Wood Hill Family	Doors, windows, asbestos removal, interior, exterior rehab.	1460		$141,200.27		$141,200.27	$141,200.27	Complete
IL51-4E Wood Hill Towers, N	Electrical, plumbing, painting, and interior, exterior rehab.	1460		$322,821		$322,821	$322,821	Complete
IL51-5 Irvin, Nierstheimer, McGraw	Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460		$7,477.54		$7,477.54	$7,477.54	Complete

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL060P051501-05 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2005**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA Wide	A/E Fees	1430		$79,535	$64,568.77	$64,568.77	$64,568.77	Complete Move $14,966.23 to IL51-2 1460
PHA Wide	Relocation Costs	1495.1		$1,324.12		$1,324.12	$1,324.12	Complete
PHA Wide	Contingency	1502		0				
PHA Wide	Preventive Maintenance Program and Training	1408		$1,291.36		$1,291.36	$1,291.36	Complete
PHA Wide	Professional Staff Development	1408		$3,000		$3,000	$3,000	Complete
PHA Wide	Refrigerators and Stoves	1465.1		$15,345		$15,345	$15,345	Complete
PHA Wide	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408		$20,958.58		$20,958.58	$20,958.58	Complete
PHA Wide	Modernization Staff Professional Training	1408		$395.00		$395.00	$395.00	Complete
PHA Wide	Replace Vehicle for Mod Dept	1475		$18,355		$18,355	$18,355	Complete
PHA Wide	Cell Phone and Pager for Mod. Department	1408		$800		$800	$800	Complete

PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$86,000		$86,000	$86,000	Complete
PHA Wide	Site Acquisition	1440		0				
PHA Wide	Demolition	1485		0				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

form **HUD-50075.1** (4/2008)

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-06 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2006** **FFY of Grant Approval:**

Type of Grant
☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	$12,053.74	$7030.51	$7030.51	$7030.51
4	1410 Administration (may not exceed 10% of line 21)	$82,000		$82,000	$82,000
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	$74,154	$24,134.22	$24,134.22	$24,134.22
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	$667,400.26	$722,533.28	$722,533.28	$722,533.28
11	1465.1 Dwelling Equipment—Nonexpendable	$12,000		$12,000	$12,000
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	$1,000	$909.99	$909.99	$909.99
17	1499 Development Activities [4]	0			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-06 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2006** **FFY of Grant Approval:**

Type of Grant

☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$848,608		$848,608	$848,608
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	$300,000		$300,000	$300,000
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	$100,000		$100,000	$100,000

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-06 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2006**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
IL 51-1 Sunnyside Courts, Holton Homes, and Evergreen Place	ADA Compliance, Plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal	1460		$200,464.80	$225,165.21	$225,165.21	$225,165.21	Add $21,789.08 from A/E 1430 Add $2,911.33 from computer systems 1408
IL51-2 John Kane Homes	ADA Compliance, Plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal	1460		$160,992.06	$190,924.71	$190,924.71	$190,924.71	Complete Add $90.01 from Relocation 1495.1 Add $1,611.94 from Modernization training 1408 Add $28,230.70 from A/E 1430
Il51-3E Wood Hill Towers, S.	ADA Compliance, Electrical, plumbing, painting, interior rehab, roofing, and furniture	1460		$43,718.59		$43,718.59	$43,718.59	Complete
IL51-3F Wood Hill Family	ADA Compliance, Doors, windows, asbestos removal, interior, exterior rehab.	1460		$82,262.61		$82,262.61	$82,262.61	Complete
IL51-4E Wood Hill Towers, N	ADA Compliance, Electrical, plumbing, painting, and interior, exterior rehab.	1460		$173,428.94	$173,928.90	$173,928.90	$173,928.90	Complete Add $499.96 from Computer upgrades 1408
IL51-5 Irvin, Nierstheimer, McGraw	ADA Compliance, Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460		$6,533.26		$6,533.26	$6,533.26	Complete

PHA Wide	A/E Fees	1430		$74,154	$24,134.22	$24,134.22	$24,134.22	Complete Move $28,230.70 to IL51-2 1460 Move $21,789.08 to IL51-1 1460
PHA Wide	Relocation Costs	1495.1		$1,000	$909.99	$909.99	$909.99	Complete Move $90.01 to IL51-2 1460
PHA Wide	Contingency	1502		0				
PHA Wide	Preventive Maintenance Program and Training	1408		$859.74		$859.74	$859.74	Complete
PHA Wide	Professional Staff Development	1408		$3,000		$3,000	$3,000	Complete
PHA Wide	Refrigerators and Stoves	1465.1		$12,000		$12,000	$12,000	Complete
PHA Wide	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade	1408		$5,394	$1,982.71	$1,982.71	$1,982.71	Complete Move $499.96 to IL51-4E 1460 Move $2,911.33 to 51-1 1460
PHA Wide	Modernization Staff Professional Training	1408		$2,000	$388.06	$388.06	$388.06	Complete Move $1,611.94 to IL51-2 1460
PHA Wide	Cell Phone and Pager for Mod. Department	1408		$800		$800	$800	Complete
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$82,000		$82,000	$82,000	Complete
PHA Wide	Site Acquisition	1440		0				
PHA Wide	Demolition	1485		0				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		
PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-07 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2007** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 6-30-2008** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	$13,194		$2,776.52	$2,776.52
4	1410 Administration (may not exceed 10% of line 21)	$82,000		$82,000	$47,883.31
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	$74,154		$1,306.89	$1,306.89
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	$675,901	$669,641	$5,393	$4,243.53
11	1465.1 Dwelling Equipment—Nonexpendable	$12,000	$18,260	$18,260	$18,260
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	$1,000			
17	1499 Development Activities [4]	0			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-07 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2007** **FFY of Grant Approval:**

Type of Grant

☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$858,249		$109,736.41	$74,470.25
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	$300,000			
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	$100,000			

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-07 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
AMP 1 IL 51-1 Sunnyside Courts, Holton Homes, and Evergreen Place	ADA Compliance, Plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal	1460		$135,993	$204,733			Planning stage. Add $68,740 from Amp 3 for ADA upgrades
AMP 2 IL51-2 John Kane Homes IL51-5 Irvin, Nierstheimer, McGraw	ADA Compliance, Plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal ADA Compliance, Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460 1460		$105,000 $5,393		$5,393	$4,243.53	Planning stage In progress
AMP 3 Il51-3E Wood Hill Towers, S. IL51-3F Wood Hill Family	ADA Compliance, Electrical, plumbing, painting, interior rehab, roofing, and furniture ADA Compliance, Doors, windows, asbestos removal, interior, exterior rehab.	1460 1460		$266,694 $140,000	$191,694			Move $68,740 to Amp 1 for ADA compliance work. Move $6,260 to 1465.1 refrigerators. In planning stage
AMP 4 IL51-4E Wood Hill Towers, N	ADA Compliance, Electrical, plumbing, painting, and interior, exterior rehab.	1460		$22,821				Planning stage

PHA Wide	A/E Fees	1430		$74,154		$1,306.89	$1,306.89	Planning stage.
PHA Wide	Relocation Costs	1495.1		$1,000				Planning stage.
PHA Wide	Contingency	1502		0				
PHA Wide	Preventive Maintenance Program and Training	1408		$2,000		$611.52	$611.52	Planning stage
PHA Wide	Professional Staff Development	1408		$3,000		$1,365	$1,365	Planning stage.
PHA Wide	Refrigerators and Stoves	1465.1		$12,000		$18,260	$18,260	Complete
PHA Wide	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408		$5,394				Planning stage
PHA Wide	Modernization Staff Professional Training	1408		$2,000				Planning stage
PHA Wide	Cell Phone and Pager for Mod. Department	1408		$800		$800	$536.01	Under contract.
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$82,000		$82,000	$47,883.31	Under contract.
PHA Wide	Site Acquisition	1440		0				
	Demolition	1485		0				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: : IL06P051-07 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

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Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the City of Bloomington					**Federal FFY of Grant: 2007**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
IL 51-1 Holton Homes, Sunnyside Courts, Evergreen	9-12-2009		9-12-2011		
IL51-2 John Kane Homes	9-12-2009		9-12-2011		
Il51-3E Wood Hill Towers, S	9-12-2009		9-12-2011		
IL51-3F Wood Hill Family	9-12-2009		9-12-2011		
IL51-4E Wood Hill Towers, N.	9-12-2009		9-12-2011		
IL 51-5 Irvin, Nierstheimer, McGraw	9-12-2009		9-12-2011		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City Of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: : IL06P051-08 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval:**

Type of Grant
☒ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	$13,194			
4	1410 Administration (may not exceed 10% of line 21)	$82,000			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	$74,154			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	$675,901			
11	1465.1 Dwelling Equipment—Nonexpendable	$32,558			
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	$1,000			
17	1499 Development Activities [4]	0			

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[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

form **HUD-50075.1** (4/2008)

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of the City of Bloomington	**Grant Type and Number** Capital Fund Program Grant No: IL06P051-08 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2008** **FFY of Grant Approval:**

Type of Grant

☐ **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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$878,807			
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	$300,000			
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	$100,000			

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

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Part II: Supporting Pages

PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
AMP 1 IL 51-1 Sunnyside Courts, Holton Homes, and Evergreen Place	ADA Compliance, Plumbing, kitchen, baths, electrical, interior-exterior rehab, landscaping and asbestos removal	1460		$175,993				
AMP 2 IL51-2 John Kane Homes IL51-5 Irvin, Nierstheimer, McGraw	ADA Compliance, Plumbing, kitchen, baths, electrical, interior rehab, landscaping, and asbestos removal for 2 Units and JKHomes. ADA Compliance, Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460		$105,000 $205,393				
AMP 3 Il51-3E Wood Hill Towers, S. IL51-3F Wood Hill Family	ADA Compliance, Electrical, plumbing, painting, interior rehab, roofing, and furniture ADA Compliance, Doors, windows, asbestos removal, interior, exterior rehab	1460		$26,694 $140,000				
AMP 4 IL51-4E Wood Hill Towers, N	ADA Compliance, Electrical, plumbing, painting, and interior, exterior rehab.	1460		$22,821				
PHA Wide	A/E Fees	1430		$74,154				
PHA Wide	Relocation Costs	1495.1		$1,000				
PHA Wide	Contingency	1502		0				

PHA Wide	Preventive Maintenance Program and Training	1408		$2,000				
PHA Wide	Professional Staff Development	1408		$3,000				
PHA Wide	Refrigerators and Stoves	1465.1		$32,558				
PHA Wide	Computer Systems Upgrades and Training, Copy Machine and Supplies, and Telephone upgrade.	1408		$5,394				
PHA Wide	Modernization Staff Professional Training	1408		$2,000				
PHA Wide	Cell Phone and Pager for Mod. Department	1408		$800				
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410		$82,000				
PHA Wide	Site Acquisition	1440		0				
	Demolition	1485		0				

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Part II: Supporting Pages

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Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the City of Bloomington

Federal FFY of Grant: 2008

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
IL 51-1 Holton Homes, Sunnyside Courts, Evergreen	7-18-2010		7-18-2011		
IL51-2 John Kane Homes	7-18-2010		7-18-2011		
Il51-3E Wood Hill Towers, S.	7-18-2010		7-18-2011		
IL51-3F Wood Hill Family	7-18-2010		7-18-2011		
IL51-4E Wood Hill Towers, N	7-18-2010		7-18-2011		
IL 51-5 Irvin, Nierstheimer, McGraw	7-18-2010		7-18-2011		

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