

9.0	<p>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.</p>
9.1	<p>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.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(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.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p>
11.0	<p>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.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(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.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

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 office 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.

April 30, 2009

**Office of Public Housing
U.S. Department of Housing and
Urban Development
77 W. Jackson Blvd
Chicago, Illinois 60604**

Attention: Judith Hartfield

Dear Ms. Hartfield,

Please find this letter serves as a cover letter for the IL107 2009 Agency – Five Year Plan. The originals and signed certifications are to follow via Fed Ex relative to our on line submittal.

- 1. 50075 Plan**
- 2. Certification for a Drug - Free Workplace**
- 3. Certification of Payment to Influence Federal Transactions**
- 4. Disclosure of Lobbying Activities**
- 5. Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan.**
- 6. Civil Rights Certification**
- 7. PHA Certification of Compliance 50077**

**Our PHA Plan was successfully submitted on Wednesday April 30, 2009
In addition, notification of the submission was sent to the HUD Office via e-mail.**

If you have any questions, please contact me at (847) 785-4300.

Sincerely,

**Carol Johnson
Executive Director**

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary						
PHA Name/Number : North Chicago Housing Authority / IL107		Locality (City/County & State) North Chicago / Lake county / IL			<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 2	
A.	Development Number and Name	Work Statement for Year 1 FFY _2006_	Work Statement for Year 2 FFY _2007_	Work Statement for Year 3 FFY ____2008_	Work Statement for Year 4 FFY ____2009_	Work Statement for Year 5 FFY ____2010_
B.	Physical Improvements Subtotal	Annual Statement	115,961.00	113,000.00	120,000.00	80,000.00
C.	Management Improvements		5,000.00	5,000.00	5,000.00	5,000.00
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		15,796.10	15,465.00	15,000.00	15,500.00
F.	Other		21,203.90	21,185.00	15,000.00	50,000.00
G.	Operations					4,500.00
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		157,961.00	154,650.00	n/a	n/a
L.	Total Non-CFP Funds					
M.	Grand Total					

Part I: Summary	
PHA Name: North Chicago Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL107-501-06 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2006 FFY of Grant Approval: 2006	

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:3)
 Performance and Evaluation Report for Period Ending: 04/30/2009 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	0	1,900.00	1,900.00	1,900.00
3	1408 Management Improvements	10,000.00	6,094.83	6,094.83	6,094.83
4	1410 Administration (may not exceed 10% of line 21)	16,000.00	16,000.00	16,000.00	16,000.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,000.00	5,905.17	5,905.17	255.20
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	129,571.00	112,200.63	112,200.63	24,200.63
11	1465.1 Dwelling Equipment—Nonexpendable	5,000.00	20,470.37	20,470.37	0
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
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.

Part I: Summary					
PHA Name: North Chicago Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL107-501-06 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2006 FFY of Grant Approval: 2006	
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 04/03/2009			<input type="checkbox"/> 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)	162,571.00	162,571.00	162,571.00	48,450.66
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
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	0	3,905.17	3,905.17	0
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: North Chicago Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL107-501-06 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	
PHA-WIDE	operations	1406	1	0	1,900.00	1,900.00	1,900.00	completed
PHA-WIDE	management improvements	1408	1	10,000.00	6,094.83	6,094.83	6,094.83	completed
PHA-WIDE	administration	1410	1	16,000.00	16,000.00	16,000.00	16,000.00	completed
PHA-WIDE	fees and costs	1430	1	2,000.00	255.20	255.20	255.20	completed
PHA-WIDE	energy audit	1430	1	0	3,905.17	3,905.17	0	in process
PHA-WIDE	community room renovation architect	1430	1	0	1,744.80	1,744.80	0	in process
PHA-WIDE	dwelling structures	1460	1	129,571.00	24,200.63	24,200.63	24,200.63	completed
107-2	kitchen cabinet/countertop replacement	1460	48	0	88,000.00	88,000.00	0	in process
107-1	hot water heater emergency replacement	1465	1	0	4,200.00	4,200.00	0	pending
PHA-WIDE	snow blower emergency replacement	1465	2	0	2,000.00	2,000.00	0	pending
PHA-WIDE	refrigerators , 20" stoves and 24" stoves	1465	10 each	5,000.00	14,270.37	14,270.37	0	pending

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: North Chicago Housing Authority					Federal FFY of Grant: 2006
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	
1406 operations	08/2006	04/2009	08/2009		
1408 mngmnt.improv.	08/2006	08/2007	08/2009	08/2007	
1410 admin.	08/2006	08/2007	08/2009	08/2007	
1430 fees and costs	08/2006	08/2007	08/2009	08/2007	
1430 energy audit	08/2006	04/2009	08/2009		
1430 architect	08/2006	04/2009	08/2009		
1460 dwell structure	08/2006	08/2007	08/2009	08/2007	
1460 kitch cab/cntrtp	08/2006	04/2009	08/2009		
1465 h.w. heater	08/2006	04/2009	08/2009		
1465 snow blowers	08/2006	04/2009	08/2009		
1465 refrig and stoves	08/2006	04/2009	08/2009		

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									
PHA Name: North Chicago Housing Authority	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Grant Type and Number</td> <td>FFY of Grant: 2009</td> </tr> <tr> <td>Capital Fund Program Grant No: IL06S10750109</td> <td>FFY of Grant Approval:</td> </tr> <tr> <td>Replacement Housing Factor Grant No:</td> <td></td> </tr> <tr> <td>Date of CFFP:</td> <td></td> </tr> </table>	Grant Type and Number	FFY of Grant: 2009	Capital Fund Program Grant No: IL06S10750109	FFY of Grant Approval:	Replacement Housing Factor Grant No:		Date of CFFP:	
Grant Type and Number	FFY of Grant: 2009								
Capital Fund Program Grant No: IL06S10750109	FFY of Grant Approval:								
Replacement Housing Factor Grant No:									
Date of CFFP:									

Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report	
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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	15,756.00			
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	128,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	52,000.00			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
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.

Part I: Summary						
PHA Name: North Chicago Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06S10750109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 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)	195,756.00				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
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					
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 III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: North Chicago Housing Authority				revision #1	
					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	
1408PHA-WIDE computer	3-18-2010				
1460PHA-WIDE hallway	3-18-2010				
1460PHA-WIDE auto door	3-18-2010				
1460 107-2 bath vanity	3-18-2010				
1475PHA-WIDE van	3-18-2010				
1460 107-2 cab upgrade	3-18-2010				
1460 107-1 bi-fold doors	3-18-2010				
1460PHA-WIDE carpet	3-18-2010				
1460PHA-WIDE shelving	3-18-2010				

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.

ADMISSION AND CONTINUED
OCCUPANCY POLICIES

NORTH CHICAGO HOUSING
AUTHORITY

2009



NORTH CHICAGO HOUSING AUTHORITY
1440 JACKSON STREET
NORTH CHICAGO, ILLINOIS 60064
847/785/4300 FAX 847/785/4308

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INTRODUCTION

The North Chicago Housing Authority (NCHA) was established pursuant to the United States Housing Act of 1937, as amended, to provide decent, safe, sanitary and affordable housing to low income families. In accordance with this objective, the development of standard policies and procedures are necessary in order to ensure equitable treatment for all applicants and residents, as well as, to ensure the efficient operation of public housing units managed by the NCHA. In recognition, thereof the North Chicago Housing Authority has developed Policies on Admission and Continued Occupancy, which implement federal and state regulations. Said policies are also based on recognition that the provision of decent, safe, sanitary and affordable housing is dependent upon social and economic factors as well as physical factors.

This Admission and Continued Occupancy Policy is intended to be consistent with the latest addition of the Code of Federal Regulations governing the Department of Housing and Urban Development, and all related HUD Transmittals and Notices, in the event of inconsistencies, the provisions of that code shall prevail.

The word NCHA when used herein is intended to refer to the North Chicago Housing Authority.

The programs administered by the Authority are:

Federal:

Low Income Public Housing
Elderly Low Income Public Housing
No family units

AUTHORITY

A1.0 Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (the Plan) incorporates these requirements and is binding upon applicants, residents, and the NCHA alike, the latter two through inclusion of the Plan into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal Law or regulations shall supersede this policy at any point in which they are in conflict.

A1.1 Objectives

The Objectives of this policy are to:

- A. Promote the overall goal of safe, decent, and sanitary housing in good neighborhoods by:
 - 1. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - 2. Insuring the fiscal stability of the NCHA.
 - 3. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- B. Facilitate the efficient management of the NCHA and compliance with Federal and State regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, age, sex, handicap, familial status or national origin.
- D. Prescribe standards and criteria for resident selection and annual re-examination of income and family composition.

Terminology - The term "He" or "She" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. In addition, the term "the Plan" used throughout this document is used in the generic sense for Admission and Continued Occupancy Policies.

A1.2 Applicability

The provisions of the Plan are applicable to all NCHA administered developments and/or programs receiving financial assistance from either the Federal and or State Governments. Applicants and residents will be treated with courtesy and consideration in all verbal and written communications.

A1.3 Sources of Standards

The pertinent laws of the Federal, State, and Municipal Governments.

The Contractual agreements pertaining to the various developments and/or programs between the NCHA, State, and/or Federal agencies. The provision of Title 24, Sub-part B (Section 960.201 thru 960.207), Sub-part D (Section 960.401 thru 960.409) and Sub-part A (Section 966.1 thru 966.6) as set fourth in the Code of Federal Regulations, Volume 40, Numbers 153, 154 and 188.

Policies established by the NCHA's Board of Commissioners by formal resolution.

Directives issued by the NCHA's administrative officers.

A1.4 Review of Plan

Annually the Executive Director or his/her designee shall review the operations of this plan and make changes as appropriate.

A1.5 Methods of Administration

The administration of the Plan is to provide each applicant the greatest opportunity to exercise his/her rights under this plan; to avoid any discrimination in any manner or provisions of any service against any applicant because of race, creed, religion, color, national origin, age, sex, handicap, familial status or source of income; and to promote integrated developments and/or programs.

The NCHA will post, in a conspicuous place in the Administration office where applications are received, a notice that the facilities and services of the NCHA are provided on a non-discriminatory basis.

A copy of this manual will be available to agencies, institutions, organizations and political subdivisions, which may refer applicants.

The NCHA will instruct its staff concerning its and their obligations under the Civil Rights and Non-Discrimination laws and regulations of the Federal and State governments by conducting training, distributing copies of pertinent documents, and ongoing supervisory review.

All applicants and residents will be treated with courtesy and consideration at all times in all verbal and written communications.

No applicant, resident or staff will be intimidated nor will any retaliatory action be taken, nor threats thereof made, by NCHA or its staff because of the applicant, resident or staff participation in Civil Rights activities or for having asserted any of his/her rights under the Civil Rights Acts, DOH, HUD's regulations and requirements pursuant thereto.

A1.6 Title VI Compliance

With the NCHA's continuing efforts to provide voluntary compliance with Title VI, NCHA is adhering to the following general provisions regarding its Public Housing Programs:

With respect to any housing accommodations, facilities, services, financial aid or other benefits involved in its federally funded public housing programs, the NCHA, its officers, administrators, agents, employees, successors, all persons exercising governance over the NCHA, and all persons in active concert or participation with any of them, agree to refrain from any acts which, on the grounds of race, color, creed, age, sex, handicap, familial status or national origin such as to:

1. Deny a person such benefits;
2. Provide benefits to a person which are different from those provided to others;
3. Subject a person to segregation or separate treatment in any matter related to such benefits;
4. Provide a preference for such benefits to any person, except as provided by this Agreement;
5. Restrict a person's access, in any way, to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits;
6. Treat a person differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet;
7. Deny a person an opportunity to participate in the program or activity through the use of biased preference criteria, or otherwise afford the person a different opportunity to participate from that afforded others.

A1.7 Equal Opportunity Requirements

The North Chicago Housing Authority hereby assures and certifies that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and regulations pursuant thereto (Title 24CFR Part 1);

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
3. Executive Order 11063 on Equal Opportunity in Housing and non-discrimination in the sale and rental of housing provided with Federal Financial Assistance;
4. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based upon handicap in programs receiving Federal Financial Assistance;
5. The Age Discrimination Act of 1975, which prohibits discrimination based upon age in programs receiving Federal Assistance; and
6. Title II of the Americans with Disabilities Act, to the extent that it applies.

A1.8 Services For Non-English Speaking Applicants And Residents

The North Chicago Housing Authority will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. The following languages will be covered: Spanish

A1.9 Family Outreach

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

To reach people who cannot or do not read the newspapers, the North Chicago Housing Authority will distribute fact sheets to community service personnel. The North Chicago Housing Authority will also try to utilize public service announcements.

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

A1.10 Right To Privacy

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

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

A1.11 Required Postings

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. Current Schedule of Routine Maintenance Charges
- D. Dwelling Lease
- E. Grievance Procedure
- F. Fair Housing Poster
- G. Any current North Chicago Housing Authority Notices

A1.12 Taking Applications

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted and may be made in person at: 1440 Jackson St., North Chicago, Illinois 60064-1840.

Applications will be accepted between the hours of 8am - 4:00 pm Monday thru Friday. Applications are taken to compile a waiting list. Due to the demand for housing in the North Chicago Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority will verify the information. Applications will be mailed to interested families upon request. The completed application will be dated and time stamped upon its return to the North Chicago Housing Authority.

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

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

DEFINITIONS

B1.0 Definitions

Adjusted Income

Adjusted income means annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions.* In determining adjusted income, the responsible entity must deduct the following amounts from annual income:

- (1) \$400 for any elderly family or disabled family;
- (2) The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family;and
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- (3) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

(b) *Permissive deductions—for public housing only.* For public housing only, a PHA may adopt additional deductions from annual income.

Annual Income

Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non recurring, sporadic, and exclusive of certain other types of income specified in this policy.

Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in 2 above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a reimbursement of cash assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum payment for the delayed start of a periodic payment except from SSI and Social Security pay, per Notice PIH 93-11;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
6. Welfare assistance;
7. Scholarship payments specifically designated for room and board or a computed amount remaining after the expenses of books, tuition or travel;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and/or

9. All regular pay, special pay and allowances of a member of the Armed Forces¹.
10. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

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

Annual Income **does not include** such temporary, non-recurring or sporadic income as the following:

1. Temporary, non-recurring or sporadic income (including gifts);
2. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, lump-sum payments of deferred periodic payments from SSI and Social Security and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
4. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
5. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
6. Amounts received under training programs funded by HUD:

¹ (whether or not living in the dwelling, Annual Income does not include the special pay to a family member in the Armed Forces away from home and exposed to hostile fire)

7. Amounts received by a disabled person that are disregarded for a limited time for purposes for Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
8. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
9. Monies received for performing census data collection.
10. Income from employment of children (including foster children) under the age of 18 years;
11. Payments received for the care of foster children;
12. Income of a Live-in Aide, as defined in 24 CFR 913.102;
13. Any earned income tax credit refunds, per Notice PIH 91-10;
14. The following updated list of federally mandated exclusions supersedes that notice published on August 3, 1993. The following list of program benefits is the comprehensive list of benefits that currently qualify for the income exclusion stated in 24 CFR 5.609(c)(17) per the Federal Register publication on April 20, 2001:
 - i. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. - 2017(b));
 - ii. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
 - iii. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - iv. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - vi. 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);

- vii. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat 2503-04);
- viii. The first \$2000 of per capita shares received from Judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- ix. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- x. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- xi. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*. M.D.L. No. 381 (E.D.N.Y.);
- xii. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- xiii. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- xiv. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- xv. 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);
- xvi. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- xvii. 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);
- xviii. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- xix. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

- xx. Earned Income in excess of \$480 for each full-time student 18 years or older.
- xxi. Full amount of student financial assistance.

Adult

An adult is: 18 years of age or older, 18 years of age and married (not common law), or a person that has been relieved of the disability of non-age by juvenile court.

NOTE: *Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.*

Appliances

Appliances are stoves and refrigerators.

Assets

The value of equity in real property, savings, stocks, bonds, checking and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under **13 years of age** during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, 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. The NCHA will not normally determine child care expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

Dependent

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Person with Disabilities or Handicapped Person, or is a Full-Time Student. An unborn child shall not be considered a dependent.

Disabled Family

A family whose head or spouse or sole member is a person with disabilities. It may include two or more persons with disabilities living together, and one or more persons with disabilities living with (1) one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities.

Disabled Person

(See Person with disabilities)

Displaced Person

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

Elderly Family

A family whose head or spouse (or sole member) is an elderly person (a person who is at least 62 years of age). It may include two (2) or more elderly persons living together, with one (1) or more persons living in the unit who are determined to be essential to the care and well-being of the elderly person or persons.

Elderly Person

A person who is at least 62 years of age.

Emancipated Minor

Any juvenile who is 16 years of age or older and who has resided in the same county in the State for six (6) months next preceding the filing of the petition may petition the court in that country for a judicial decree of emancipation. A married juvenile is also emancipated by the same Article (1997, c.815,s.1.).

Enterprise Income Verification (EIV)

Formally known as Upfront Income Verification (UIV). The system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification.

Eviction

The dispossession of the resident from the leased unit as a result of the termination of the lease prior to the end of the term, for serious or repeated violations of material terms of the lease or to fulfill the resident's obligations set forth in HUD regulations, Federal, State, or Local Law or for other good cause.

Extremely Low-Income Family

A family whose annual income does not exceed 30% of median income for the area, as determined by HUD, with adjustments for small and large families.

Familial Family

One or more individuals (who have not attained the age of 18 years) being domiciled with (having a permanent residence);

- A. A parent or another person having legal custody of such individual or individuals; or
- B. The designee of such parent or other person having custody, with the written permission of such parent or other person; and includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

Family

- A. Two or more persons related by blood, marriage or by operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources. A family with or without children (the temporary absence of a child from the home in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of household.
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a Resident family; and
- G. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a Resident family.

Note: Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a Resident family may not be provided (for Resident-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size.

Full-Time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution offering a college degree, vocational education degree or certificate program.

Handicapped Assistance Expense

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 the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed by an outside source.

Handicapped Person (See Person with disabilities)

Head of Household

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

Homeless Family

Any individual or family who:

1. Lacks a fixed, regular, and adequate nighttime residence; and
2. Has primary nighttime residence that is:
 - A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - B. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - C. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

Income for Eligibility

“Income for Eligibility” for purposes of determining eligibility for statistical reporting, means “Annual Income.”

1. Developments available for occupancy before 10/01/81 - Income for eligibility shall not exceed the “Lower Income” limits.
2. Developments available for occupancy on or after 10/01/81 - Income for eligibility shall not exceed the “Very Low Income” limits.

Income for Rent

For the purpose of determining rents and for statistical reporting means adjusted income: except that Annual Income is to be used in determining the 10 percent minimum rent.

Live-In Aide

A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

1. Is determined by the NCHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide supportive services.

Low Income Family

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

Medical Expenses

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. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families and handicapped assistance expense as outlined.

Military Service

Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minor

A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth of Annual Income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

Near Elderly Family

A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62.

Neighborhood or Community

Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

Net Family Assets

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding, interests in Indian trust land and excluding equity accounts in HUD ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the NCHA shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, 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 resident received important consideration not measurable in dollar terms.

Person with Disabilities

1. Means a person who
 - a. Has a disability as defined in 42 U.S.C. 423;
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
 - i. Is expected to be long-continued and of indefinite duration;
 - ii. Substantially impedes his or her ability to live independently, and
 - iii. Is of such a nature that such ability to live independently could be improved by more suitable housing conditions; or

- c. Has a developmental disability as defined in 42 U.S.C. 6001.
2. Does not exclude persons having the disease of acquired immuno-deficiency syndrome or any conditions arising from the etiologic agent for acquired immuno-deficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and;
4. Means “individual with handicaps”, as defined in §8.3 of this title in the Federal Register/Vol 65, No. 61/Wednesday, March 29, 2000/Rules and Regulations, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Public Housing Agency (PHA)

Any State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

Ranking Applicant Family

Is that eligible family within any particular rent range with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.

Ranking Rentable Unit

The “ranking rentable unit” is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A “rentable unit” is a vacant unit which has been prepared for occupancy which is not encumbered by an offer which has been made but not yet been accepted or rejected.

Rent

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income, rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward resident purchased utilities (except telephone). In calculating a family's payments toward utilities, the NCHA will use its reasonable estimate of resident-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

Resident Rent

The amount payable monthly by the Family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the NCHA, Resident Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the NCHA and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Payment less the Utility Allowance. (Resident Rent is a term established and defined by 24 CFR [Part 913] and as such, is occasionally awkward in ordinary usage. For this reason, the term "Resident Rent" is used interchangeably with "rent" as defined elsewhere in the Plan to refer to the net monthly payment by the family to the NCHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

Single Person

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family.

Spouse

Spouse means the husband or wife of the head of household.

Standard Permanent Replacement Housing

For purposes of determining if a family is entitled to a priority for admission based on involuntary displacement, Standard Permanent Replacement Housing, is housing that is decent, safe and sanitary, is adequate for the family size, and the family is occupying pursuant to a lease or occupancy agreement, but does not include transient facilities such as motels, hotels or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence referred to in the Section above, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

Total Tenant Payment (TTP)

Total Tenant Payment for families whose initial lease are effective on or after August 1, 1982, shall be the higher of the following, rounded to the nearest dollar:

30 percent of Monthly Adjusted Income; or

10 percent of Monthly Income;

If the family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments which is so designated. If the family's Welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this subsection shall be the amount resulting from one application of the percentage.

Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

Upfront Income Verification (UIV)

See Enterprise Income Verification (EIV).

Utility

The provision of general electricity, gas, heating fuel, cooking fuel, water, sewage services and trash collection.

Utility Allowance

The cost of utilities (except telephone) for an assisted unit which are not provided by the landlord but are the responsibility of the family occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the NCHA or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

Violence Against Women Act (VAWA)

A Public Housing Agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission.

Very Low-income Family

A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

Veteran

Any person who has served in the active military or naval services of the United States and shall have been discharged or released there from under conditions other than dishonorable.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

ADMISSION PROCESS

C1.0 Application Taking

The NCHA maintains a waiting list for applicants interested in the various public housing programs. All admissions to public housing shall be made on the basis of a pre-application in such form as the NCHA shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verification of income and family composition and such other data as may be required. The NCHA does not provide emergency housing and cannot modify the order of assignments otherwise prescribed because of emergency considerations.

The following conditions shall govern the taking and processing of applications:

The NCHA will not, on account of race, color, creed, religion, familial status, age, handicap, sex or national origin, deny or hinder any applicant family the opportunity to submit an application or lease a dwelling unit suitable to its needs in any of its developments.

The NCHA reserves the right to suspend taking applications for its waiting lists when the current supply of applicants exceeds the number of families which could be reasonably expected to be housed within the next eighteen (18) months.

1. All pre-applications must be made by a responsible adult member of the applicant family, who will reside in the household. He/She shall sign the pre-application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The NCHA reserves the right to require the signature of any or all adult members of the applicant household.
2. The NCHA will normally take applications from a central location, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.
3. The NCHA reserves the right to establish times for taking applications, including by appointment. The NCHA staff may at its discretion provide for application interviews outside of normal hours when necessary for hardship reasons.
4. Insofar as possible, application interviews shall be conducted in private.

5. In addition to income, family composition and information unique to each applicant, each application shall be hand dated upon time of receipt and the NCHA's determination of an applicant's position will be based upon the date/time of receipt. All information regarding application and eligibility will be filed and as such, considered part of their permanent record. When the family is eligible, the application shall also record the correct unit size and type; the priority rating; the date, unit location and reason for rejection for any offer refused by the applicant.
6. Applications shall be updated as applicants report changes in income and family circumstances. All such communications from the applicant must be in writing and signed by the applicant. All modifications to applications shall be properly documented on hard copy and to the computer systems and the transaction initialed by the staff member making the change.
7. Every six (6) months, the NCHA shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants from the waiting list who fail to respond to a "still interested" notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the NCHA in writing of changes in address or other family circumstances which might affect the status of the application.
8. The NCHA shall maintain such records as are necessary to document the disposition of all applications to meet Department of Housing and Urban Development audit requirements as well as the regulations of Illinois State agencies.
9. Applicants will have thirty (30) days to provide all necessary information as requested to document their application for eligibility. Failure to provide this information at the end of this period will result in the withdrawal of their application by the NCHA.

C2.0 Admissions - Eligibility Criteria

1. All families who are admitted to Public Housing must be individually determined eligible under the terms of the policy. In order to be determined eligible, an applicant must meet **ALL** of the following requirements:
 - A. The applicant family must qualify as a family as defined in B1.0.
 - B. The applicant family's Annual Income as defined (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of this PHA's jurisdiction.
 - C. The applicant family must conform to the Occupancy Standards contained in policy C5.0 regarding unit size and type.

- D. The applicant family must have a satisfactory record in meeting past financial obligations, especially in payment of rent.
- E. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, alcohol abuse, substance abuse, sexual deviation, includes a family member who is subject to a lifetime registration requirement under a state sex offender registration program or any other history which may be reasonably expected to adversely affect:
 - (1) The health, safety, or welfare of other residents;
 - (2) The peaceful enjoyment of the neighborhood by other residents; and/or
 - (3) The physical environment and fiscal stability of the neighborhood.
- F. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping per a check with current and/or previous landlord. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such condition does not create a problem for the neighbors.
- G. The applicant family must have no history of criminal activity which, if continued, could adversely affect the health, safety or welfare of other residents.
- H. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. in determining the applicant family's capacity to discharge all lease obligations. The NCHA must consider the family's ability to secure outside assistance in meeting those obligations.
- I. The NCHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, or stalking if the applicant otherwise qualifies for admission.

- J. HUD regulations prohibit assistance to ineligible family members. A mixed family is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. NCHA will prorate the assistance provided to a mixed family. NCHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

NCHA will grant a temporary deferral of termination of assistance if the family provides documentation of eligible immigrant status and NCHA is waiting for US Customs and Immigration Service verification, or if the family is currently participating in the hearing process in reference to their ineligible noncitizen status.

The total deferral period should not exceed 18 months. The initial deferral is granted for a period of 6 months, and renewed for 6 month periods thereafter.

- K. If a prior resident of public housing or other housing programs administered by the NCHA, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the NCHA will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations. In addition, persons evicted from public housing, Indian housing, Section 23, or any Section 8 Housing Choice Voucher program because of drug-related criminal activity, are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction.
- L. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

1. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with section C3.0 and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.
2. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - A. Evidence of rehabilitation;
 - B. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs;
 - C. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality;
 - D. In the case of applicants whose capacity for independent living and discharges of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.
- M. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
 1. Denied admission for one (1) year for the following:

Past rental record	Bad rent paying habits
Damages	Disturbances
Live-ins	Bad housekeeping habits, in and outside the unit

2. Denied admission for three (3) years for the following:

Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

The NCHA can waive this requirement if: the person demonstrates to the NCHA's satisfaction successful completion of a rehabilitation program approved by the NCHA, or the circumstances leading to the eviction no longer exist.

Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

3. Denied admission for five (5) years for the following:

a. Fraud (giving false information on the application is considered fraud).

b. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.

c. Drug use without evidence of rehabilitation.

4. Denied admission for ten (10) years for Conviction for Drug Trafficking.

5. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

6. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

However the NCHA will permanently prohibit admission of any person convicted for the manufacture or production of methamphetamine on the premises of **any** federally assisted housing program.

C3.0 Verification of Income and Circumstances

NCHA utilizes the Enterprise Income Verification (EIV) system (formally UIV) to validate income information reported by participants. The EIV system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification. Knowingly underreporting income may result in the assessment of back charges, termination of assistance, and/or prosecution through the District Attorney's office.

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same types of verifications are required to process any interim or regular re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determinations.
2. Verification forms supplied by the Authority and returned properly completed by employers, public welfare agencies, etc.
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiates his/her statements, or a brief summary of pertinent contents of such documents signed and dated by the staff member who viewed them.
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received.
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.
7. Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

8. Social Security Card or legal documents verifying the Social Security number for the applicant and each member of the applicant's household who is at least six (6) years old. (If the applicant cannot provide the proper documentation requirements he/she must submit to the Authority the individual's SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual, but that acceptable documentation to verify the SSN(s) cannot be provided).
9. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.
10. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
11. Receipts for utility services.
12. In addition to such other verification as the NCHA may require, verification that an applicant is living in substandard housing shall consist of a written statement or notice from a unit or agency of government or from an applicant's present landlord that the applicant's unit has one or more of the deficiencies listed in, or the unit's condition is as described in, the definition of Substandard Housing.

In the case of a homeless family, verification consists of certification, in a form prescribed by the Secretary of the Department of Housing and Urban Development or as developed by the NCHA, of this status from a public or private facility that provides shelter for such individuals, or from the local police department or social services agency.
13. The NCHA shall require the family head, head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, State, or local agency to furnish or release to the NCHA and to HUD such information as the NCHA or HUD determines to be necessary.

Because eligibility for Federal housing assistance is not based on a “declaration system” but upon verification of actual income and family circumstances, the NCHA is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the NCHA in obtaining verifications will result in the application being declared incomplete and inactive. A resident who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the NCHA shall restrict its requests to those matters of income, family composition and other family circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the NCHA. If the verified data as listed in this policy are not more than one hundred and twenty (120) days old at the time an applicant is selected for admission, the data will be considered as reflecting the applicant’s family’s status at the time of admission.

(Refer to Appendix A for complete discussion of verification process).

C4.0 Determination and Notification of Eligibility

As soon as possible after receipt of an application, the NCHA will determine the applicant family’s eligibility for public housing in accordance with the provisions of C2.0 and send a letter signifying the status of the applicant. In the event an applicant family is determined to be eligible, it shall be informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact in addition to its place on the current waiting list. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Resident Grievance Procedure, but will be given, upon request, the opportunity for an Informal Hearing to present such facts as it wishes. In circumstances when waiting lists are very long, thorough investigation of each application may not be practical until such application approaches selection. In such cases, apparently eligible applicant families will be notified of its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. In all cases, the NCHA reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

C4.1 Notification Procedure

Upon completion of the application, a prompt decision of initial eligibility or ineligibility will be made, and the appropriate notification mailed to the applicant.

Eligible Applicants

All applicants will be notified in writing of initial eligibility and the basis of that determination. The notification will include client number, application status, program and unit size.

A redetermination of eligibility and suitability will be undertaken prior to the offer of a dwelling unit.

Ineligible Applicants

All applicants will be notified in writing of initial ineligibility and the basis of that determination. The notification will include client number, application status, and reason for ineligibility.

Any applicant notified of his/her initial ineligibility will be afforded the right to resubmit information that may result in the applicant being redetermined initially eligible.

C5.0 Occupancy Standards

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit which cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

The head of household and co-resident are usually assigned a separate bedroom.

Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of opposite sex up to the age of six (6).

NCHA may allow a child less than three (3) years of age to share a bedroom with a parent(s).

NCHA will treat a single pregnant woman as a two-person family.

NCHA, at its sole discretion, may assign a separate bedroom to any family member with a documented medical need.

The NCHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers to the family's ability to use stairs or their status as an elderly family.

Residents should not be assigned to bedroom sizes outside of the minimum and maximum constraints listed below and in addition, any “single person” shall not be assigned a unit with two or more bedrooms:

Number of Bedrooms	Number of Persons	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability.

The NCHA reserves the right to over house in its conventional public housing programs in an effort to correct unacceptably high vacancy rates. An unacceptably high vacancy rate is when a development or the NCHA wide vacancy rate is 2% or more. Families placed into larger than needed units will sign a waiver agreeing to be transferred to a smaller, but appropriate sized unit, should the larger unit be needed in the future by an applicant family or a Resident family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy.

C6.0 Income Targeting and Deconcentration

1. Objective:

The NCHA shall make every effort possible to provide for deconcentration of poverty and income mixing in its communities by bringing higher income residents into lower income developments and lower income residents into higher income developments.

To this extent the NCHA shall insure that not less than forty percent (40%) of all new admissions shall be families whose income at the time of their admission does not exceed thirty percent (30%) the area’s median income.

The NCHA does not intend to utilize and/or impose any specific income or racial quotas nor will the NCHA offer incentives for eligible families to occupy units in developments predominately occupied by families having either lower or higher incomes.

2. NCHA Deconcentration Policy:

It is the policy of the North Chicago Housing Authority (NCHA) to house families in a manner that will prevent a concentration of poverty families and/or concentration of higher income families in any one development. The specific objective of the NCHA is to house no less than 40% of its inventory with families that have income at or below 30% of the area median income by public housing development. Also the NCHA will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. To insure that the NCHA does not concentrate families with higher income levels, it is the goal of the NCHA not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. The NCHA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the NCHA.

To accomplish the deconcentration goals the NCHA will take the following actions:

- A. At the beginning of each fiscal year, the NCHA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous fiscal year.
- B. To accomplish the goals of:
 - 1. Housing not less than 40% of its inventory on an annual basis with families that have incomes at or below 30% of area median income, and
 - 2. Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total household living the development with incomes that exceed 30% of the area median income, the NCHA's Resident Selection and Assignment Plan, which is a part of this policy, provides for the utilization of local preferences with regards to applicant selection from its waiting list.

C7.0 Applicant Selection and Assignment Plan

C7.1 Application Ranking

Applications will be filed and selected in the following order:

1. By date and time of application.
 - a. *First Priority.* Families who qualify for a local preference. All of these preferences are equal in rank and no family can receive a “double preference”. Families who qualify for a local preference are those who are:
 - Working (earned income)
 - resident of North Chicago
 - Elderly and/or Disabled
 - b. *Second Priority.* All other families or single persons who are not receiving Federal Housing assistance.
 - c. *Third Priority.* All other families who receive Federal housing assistance; or who have refused an offer of a unit in accordance with the section below.

C7.2 Applicant Assignment

Selection of applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the applicant as follows:

1. The “ranking rentable unit” is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A “rentable unit” is a vacant unit which has been prepared for re-occupancy, and which is not encumbered by an offer which has been made but not yet accepted or rejected.
2. The “ranking applicant family” is that eligible family with the earliest date and time of application.

C7.3 Dwelling Unit Offers

When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes “unrentable” until the offer made is accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application nears the top of the waiting list, the NCHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as utility company verifications, security deposits, etc. For an applicant on a short waiting list, the steps enumerated above may be included in the process of taking the complete application.
2. Upon receipt of the initial offering, the applicant shall have three business days to accept or reject the housing unit. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer. Failure to respond to an offer will result in a withdrawal of the offer and the applicant will be removed from the waiting list.
3. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of acceptance of the offer, but may be extended a maximum of five additional days at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

The family will pay a security deposit at the time of lease signing. The security deposit equal to:

- | | | | |
|----|--------------------------------|----|-------|
| A. | Regular Family Residents – All | \$ | _____ |
| B. | Elderly and Disabled Residents | \$ | _____ |

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family. In the event there are costs attributable to the family for bringing the first unit into condition

4. The NCHA only has a certain number of housing units modified for Handicapped Accessibility. When an accessible housing unit becomes available, before the unit is offered to a non-handicapped applicant, the NCHA must first offer it to an existing resident having a handicap and occupying a non-accessible housing unit. If no such resident exists, the housing unit must be offered to an applicant on the waiting list having a handicap requiring those features. If the accessible unit must be offered to an applicant who does not (nor does any family member) have an impairment, the NCHA may require the applicant to agree to move to a non-accessible unit when such a unit is available.

C7.4 Unit Refusals

When an applicant refuses an offer of a housing unit, the application shall be returned to the waiting list, being assigned (for processing purposes only) the lowest priority and an application date and time which correspond to the date of the refusal. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of the second such offer, including any in neighborhoods previously refused, the application shall be removed from the waiting list and classified as inactive for a period of twelve months.

If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move to the NCHA's satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible applicant list, or placing the application in the inactive status.

If an applicant presents, to the satisfaction of the NCHA, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, creed, age, handicap, familial status or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible list or placing the application in the inactive status.

C8.0 Leasing of Dwelling Units

The head of household of each family accepted as a resident is required to execute a lease agreement in such form as the NCHA shall require prior to actual admission. All remaining adult members who are 18 years of age or older of the household are also required to sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family in the NCHA's Central Office and the remaining copy will go to the development office as part of the Resident's records.

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another NCHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the NCHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made a part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (the Plan), and the posted Resident Rules and Regulations.

Cancellation of a resident's lease is to be in accordance with the provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the resident. Written records shall be maintained containing the pertinent details of each eviction.

C9.0 Admission of Additional Members to A Current Household

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low resident satisfaction. It is with this in mind that this section of the Plan is established. The purpose is not to establish an alternate means of Admissions.
2. Application Procedure - The resident of a household that wishes to add additional members with the exception of a new born child to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria
 - A. All new member(s) must be determined eligible in accordance with Section C2.0 eligibility criteria.
 - B. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Section C5.0, Occupancy Standards.

4. Application Denial - The NCHA may deny the application for inclusion of additional family member for any of the following reasons:
 - A. The dwelling unit would be overcrowded or would exceed the Occupancy Standards as outlined in Section C5.0.
 - B. Additional members are not related to resident by blood, family make-up, marriage or legal adoption.
 - C. Additional members are prior Residents with balances owed.
 - D. Additional members are prior Residents who have been evicted for criminal or illegal activities.
 - E. Additional members are registered sex offenders.
 - F. Other reasons as determined from time to time by the Executive Director.
5. Additional members which do not require approval of the NCHA. The NCHA shall not deny approval for any of the following:
 - A. Newborn infants of members currently on the lease.
 - B. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. Examples of situations where the addition of a family or household member is subject to screening are:
 - A. Resident plans to be married and files a request to add the new spouse to the lease;
 - B. Resident is awarded custody of a child over the age which juvenile justice records are available;
 - C. Resident desires to add a new family member to the lease, employ a live-in aide, or take in foster child(ren).
 - D. A unit is occupied by a remaining family member (s) under age 18 (who is not an emancipated minor) and an adult, not part of the original household, requests permission to take over as the head of household.
7. Residents who fail to notify the NCHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by NCHA and the entire household will be subject to eviction.

8. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on NCHA premises that would be a lease violation. Visits of less than three (3) days need not be reported or approved by the Manager. Visits of more than three (3) and less than ten (10) days are permitted provided they are reported to the Manager within 72 hours and authorized by the Manager. Visits of more than fourteen (14) calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of household shall be guilty of a breach of the lease.
9. In accordance with the lease, roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.
10. Resident will not be given permission to allow former residents of NCHA who has been evicted to occupy the unit for any period of time. Violation of this is grounds for termination of lease.
11. Family members over the age of 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within thirty (30) calendar days of its occurrence.

These individuals may not be re-admitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by NCHA in making determinations under this paragraph.

C10.0 Rent Rules

NCHA general rent calculation is 30% of a residents' gross income, with minor income adjustment or 10% of the family's monthly income or the welfare rent. However, the NCHA in an effort to encourage self-sufficiency and quality of life improvement has expanded its rent rules to include the following:

1. Minimum Rent

NCHA's minimum rent is \$50.00.

There are exemptions from the payment of the minimum rent and those financial hardship circumstances are:

-  The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program.

- ✚ The family would be evicted as a result of the imposition of the minimum rent requirements.
- ✚ The income of the family has decreased because of changed circumstances, including the loss of employment.
- ✚ A death in the family.
- ✚ Other situations as may be determined by the NCHA.

In addition, if a resident requests a hardship exemption and the Authority determines the hardship to be of a “temporary nature”, the exemption shall not be granted for 90 days. The resident **cannot** be evicted during this 90-day period for non-payment of rent. If the resident can demonstrate that the hardship is long-term, then the Authority must retroactively exempt the resident from the minimum rent for the initial 90 day period.

2. Market Value Flat Rents

- A. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the NCHA could promptly lease the public housing unit after preparation for occupancy.
- B. The NCHA must use a reasonable method to determine the flat rent for a unit. To determine the flat rent, the NCHA must consider:
 - i. The location, quality, size, unit type and age of the unit; and
 - ii. Any amenities, housing services, maintenance and utilities provided by the NCHA.
- C. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.
- D. If the family chooses to pay a flat rent, the NCHA does not pay any utility reimbursement. The flat rent option may be exercised by the family at the time of lease-up or annual re-examination.
- E. The NCHA must maintain records that document the method used to determine flat rents, and also show how flat rents are determined by the NCHA in accordance with this method, and document flat rents offered to families under this method.

3. Choice of Rental Payment

A family shall have the opportunity annually at their re-exam to elect a market value flat rent or an income-based rent. The family can switch to an income-based rent during the year only with the permission of the NCHA.

The NCHA will provide the family with the opportunity to immediately switch to the income-based rent because of the following financial hardships:

- ✚ Income of the family has decreased because of a change in circumstances, loss or reduction of employment, death in the family which resulted in the reduction of or loss of income or other assistance.
- ✚ An increase in the family's expenses for medical costs, child care, transportation, education or similar items.
- ✚ Such other circumstances as may be determined by the Authority.

4. Earned Income Disregard

Any family whose income increases from new or greater employment will be disregarded for 12 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard and no more than a 50% increase can be applied to the rent calculation in either year. The disallowance of increased income for an individual family member is limited to a life-time 48 month period.

The earned income disregard applies to the following family members:

- ✚ A family member whose earned income increases during a family self-sufficiency or other job training program.
- ✚ A family member who, during the previous 6 months, was assisted under any State Temporary Assistance to Needy Families Program (TANF).
- ✚ A family member who becomes employed after being unemployed for at least one year.

5. Loss of Income from Welfare Work-Related Sanctions

If state or local public assistance benefits are decreased because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the resulting loss of income shall not be entitled to a rent reduction.

C11.0 Inspections

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

C11.1 Move-In Inspections

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

C11.2 Annual Inspections

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

C11.3 Preventive Maintenance Inspections

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

C11.4 Special Inspections

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

C11.5 Housekeeping Inspections

Generally, at the time of annual re-examination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

C11.6 Notice Of Inspection

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

C11.7 Emergency Inspections

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

C11.8 Pre-Move-Out Inspections

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

C11.9 Move-Out Inspections

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

C12.0 Approval Process for Residents Requesting Permission to Operate a Business in the Unit

Prior to making a determination, the resident shall request the NCHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the NCHA. When a resident desires to operate a legal profit making business from the leased unit, the NCHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit.

- A. Local building health codes, requirements for license or governmental approval.
- B. Local zoning ordinances.

- C. The effect on NCHA insurance coverage.
- D. Utility consumption.
- E. Possible damage to the leased unit.
- F. Estimated traffic and parking.
- G. Disturbance of other residents.
- H. Attraction of non-residents to the neighborhoods.
- I. Possible use of resident business as a cover for drug-related activities.
- J. Rental Insurance with \$100,000 Liability Clause

In addition, the NCHA shall take into consideration the many benefits to be found in small-scale in-home businesses such as; supplying necessary services to the developments; opportunities for individual economic and personal development; increased feeling of self-worth and a positive sense of community; and potential increased resident income.

C13.0 Occupancy by Police Officers

The NCHA has elected to lease units to police officers in any development in which NCHA management has determined that such occupancy will enhance security of said development and the residents that reside therein. Under the above circumstances the police officer would receive a local preference and a rent calculation for utilities only. This information is included in the NCHA's annual plan.

Police Officer means a person employed on a full-time basis as a duly licensed professional police officer by a Federal, State or Local government or by an agency of these governments.

CONTINUED OCCUPANCY

D1.0 Eligibility for Continued Occupancy

Eligibility for continued occupancy in the NCHA communities for only those residents:

1. Who qualify as a family as defined by Federal requirements and this policy (see definition in B1.0).
2. Who conform to the Occupancy Standard established for lower income housing. (see C5.0).
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory.
4. Whose family does not have a record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:
 - A. The health, safety, or welfare of other residents.
 - B. The peaceful enjoyment of the neighborhood by other residents.
 - C. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazards through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who do not have a history of criminal activity which, if continued, could adversely affect the health, safety, or welfare of other residents.
7. Who continue to occupy the housing unit on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty (30) days shall be grounds for termination of the lease.

8. Who are, with the aide of assistance that is available to the family, physically and mentally able to care for themselves and their housing unit and to discharge all lease obligations. A person or persons remaining as a resident of a family may be permitted to remain in occupancy provided that the NCHA, in its sole judgment, determines that the remaining person(s) is/are:
 - A. Otherwise eligible for continued occupancy;
 - B. Capable of carrying out all lease obligations including but not limited to rent payment, care of the housing unit, and proper conduct;
 - C. Willing to assume all lease obligations of the prior leaseholder, including all payments under the lease; and/or
 - D. Legally competent to execute a lease in his/her own name. The NCHA will not execute a lease with a minor.
9. Who have complied with the community work requirement of 8 hours of community service per month or participated in an economic self-sufficiency program for 8 hours per month.

Exemptions exist for any family member who is:

- ✚ 62 years of age or older
- ✚ Is blind or disabled and is unable to comply or is a primary caretaker of such an individual.
- ✚ Any adult in a family receiving TANF or other state welfare assistance, including state welfare assistance, including a state welfare-to-work program.
- ✚ Any adult who meets a state welfare program's criterion for exemption from work requirements.

D2.0 Re-Examination

Re-examinations of income and family circumstances are conducted for the following purposes:

1. To comply with the Federal and State requirements relating to annual re-examinations.
2. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
3. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards (C5.0).

4. To establish the Total Tenant Payment and the Resident Rent to be charged to the family (C10.0).
5. Interim re-examination shall be conducted within 30 days of a change in income or family composition. It is the family's responsibility to initiate the process.
6. Interim re-examination is required for the following: transfers; interim rent adjustments; changes in names of head of household or other adult members in the household; and in other special circumstances that affect family composition or income.

D2.1 Annual Re-Examinations

Annual re-examinations are necessary to comply with the Federal requirement that each family have its eligibility re-examined at least every twelve (12) months. Residents will be notified in writing of the requirements for re-examination in sufficient time to allow for the complete processing and verification of data. Failure to complete re-examination is a serious lease violation which will result in the termination of tenancy. Failure to complete re-examination includes:

1. Failure to appear for a scheduled re-certification interview without making prior alternative arrangements with the NCHA.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents.
4. Non compliance for non-exempt members of a household with the community service requirement. However, the NCHA will permit the noncompliant family to cure the noncompliance with a signed agreement to make up the hours needed during the next 12 month period. Continued noncompliance shall result in eviction of the entire family unless the noncompliant family member is no longer a part of the household.

D2.2 Special Re-Examinations

If at the time of admission, annual re-examination or interim re-examination, it is not possible to make an estimate of the Family Income with any reasonable degree of accuracy because:

1. Family member(s) are unemployed and there are not anticipated prospects of employment; or
2. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination.

Then a special re-examination will be scheduled on a date determined by the NCHA's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the re-examination completed. The special re-examinations are not to replace the annual re-examination (C10.0).

D2.3 Interim Re-Examinations

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported in writing within thirty (30) days of their occurrence. No adjustment of rent either upward or downward is to be made except at the time of a regular or special re-examination unless:

1. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved by Management in advance as established in this policy);
2. There is a new source of family income. Changes in family income resulting from increases or periodic increases in government benefits do not have to be reported to on-site Management until annual re-examination, unless the amount of increase is equal to or greater than \$40 per month. However, a family who has had an income reduction between annual re-examinations must report all changes in income regardless of the amount or source within thirty (30) days of their occurrence;
3. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.) (C10.0); and/or
4. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

Rent increases shall be made effective the first day of the second month following the month in which the change actually **occurred**, after having given the resident a written thirty (30) day notice.

Rent decreases resulting from changes specified in items 1, 2, and 3 above shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by Management. When rent is reduced between re-examinations, the resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of the resident to report in writing all changes as outlined in items 1 and 2 within thirty (30) days of their occurrence.

D2.4 Processing Re-Examinations

All re-examinations - annuals, specials and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required in C3.0. The NCHA will NOT adjust rents downward until satisfactory verification is received.
2. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy or be allowed to remain if over housed in accordance with the NCHA's vacancy reduction policy.
4. All interim changes in resident's rent are to be made by a copy of "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from annual re-certifications shall be incorporated into the lease by a "Notice of Rent Adjustment".
5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the NCHA.
6. Interim increases in rent are to be effective on the first day of the month following the month in which the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment. The NCHA shall give a thirty (30) day written notice of the increase, unless exempted under the Earned Income Disregard.
7. If it is found that a resident has misrepresented or failed to report facts upon which his/her rent is based so that he is paying less than he should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The resident may be required to pay within seven (7) days of official notification by the NCHA or be required to sign and abide by a repayment agreement, the difference between the rent he has paid and the amount he should have paid. In addition, the resident may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation which may result in termination of the lease.

D3.0 Re-Examination Dates

The re-examination date(s) is the effective date of rent changes resulting from the annual re-examination. The re-examination will commence sufficiently in advance to obtain signed Application for Continued Occupancy as may be appropriate and to process to completion.

D4.0 Temporary Rents

If, at the time of admission or re-examination, the NCHA can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in the application. If a temporary rent is established, the resident will be notified of this action by a temporary rent notice or such other method determined to be legally and administratively sufficient and that his/her appropriate rent, when determined, will be effective retroactively to the date of re-examination. The resident will be required to pay any balance due or the NCHA will credit his/her account with any overpayment which results from a temporary rent. The NCHA will schedule special re-examination (see D2.2) of all factors relating to both rent and eligibility of each resident established on a temporary rent at intervals established by the NCHA until a permanent determination can be made as to rent and eligibility status of the family.

D5.0 Eviction of Families for Drug-Related and/or Criminal Activities

NCHA shall commence eviction proceedings of the resident family for:

1. Any drug-related criminal activity of the resident, household member or guest on or off the premises;
2. When NCHA has determined that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Any other criminal activity on or off the premises.
4. If the NCHA determines that a household member is a fugitive felon or a paroled violator.
5. If the NCHA determines that a household member's abuse or potential abuse of Alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The NCHA has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities.

D5.1 Eviction of Families Whose Member(s) Do Not Comply With the Community Service Requirement

The NCHA shall commence eviction proceedings of the resident family for non-compliance with the community service requirement of performing 8 hours of community service per month for an Annual requirement of 96 hours.

However, the family member may enter into a formal agreement to cure the deficiency by performing, in addition to the 8 hours per month in the forthcoming year, the hours deemed deficient. If at the end of the 2nd year the adult family member is not in compliance the NCHA shall not renew the lease.

D5.2 Termination By The Housing Authority

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

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

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

D5.3 Termination By Resident

The resident may terminate the lease at any time upon submitting a 14-day written notice. If the Resident vacates prior to the end of the 14 days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

D5.4 Abandonment

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

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

If the total value of the property is estimated at less than \$50.00, the Housing Authority will mail a notice of the sale or disposition to the resident and then wait 30 days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 30 days after the Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than \$50.00, the North Chicago Housing Authority will mail a notice of the sale or disposition to the resident and then wait 30 days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Housing Authority will mail it to the family. If the family's address is not known, the Housing Authority will keep it for the resident for 6 months. If it is not claimed within that time, it belongs to the Housing Authority.

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

D5.5 Return Of Security Deposit

After a family moves out, the North Chicago Housing Authority will return the security deposit within 15 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

TRANSFERS

E1.0 Transfer Policy

Objectives of the Transfer Policy:

- 🏠 To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate sized unit.
- 🏠 To facilitate humane relocation when required for modernization or other management purposes.
- 🏠 To facilitate relocation of families with complete and permanent inability to continue living in a multiple-story housing unit.
- 🏠 To eliminate vacancy loss and other expenses due to unnecessary transfers.

E1.1 Types of Transfers

1. **NCHA Initiated** - The NCHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management as follows:
 - A. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. The option to transfer fire or disaster victims is open to the NCHA; on-site management may review rent paying history, housekeeping, illegal or criminal activities and/or social dysfunction and use these criteria for making the determination to re-house. At NCHA, the Executive Director has the ultimate responsibility for providing shelter for victims of fire. If the appropriate sized unit is not available within the same neighborhood, the family may be transferred to an appropriate size unit available at another NCHA-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company. If an appropriate size unit is not available NCHA-wide, then the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time.
 - B. If a neighborhood is undergoing modernization type work which necessitates vacating housing units, the affected residents will be relocated at the NCHA's expense in available vacant units within the NCHA.
 - C. To protect a family from reprisals because family members provided information on criminal activities to a law enforcement agency.
 - D. To protect a family whose member(s) have been the victim of a hate crime.

- E. To accommodate a member of a family who has a mobility or other impairment that makes the person unable to use critical elements of the unit.
 - F. If there is involuntary disposition of the multi-family rental housing development by HUD under Section 203 of the Housing and Community Development Amendments of 1978.
 - G. If determined feasible by management, the NCHA will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Executive Director or his/her designee. The NCHA may suspend normal transfer procedures to facilitate modernization type activities.
2. **Transfers for Approved Medical Reasons** - Residents may be transferred from their current housing unit in order to obtain reasonable accommodations of the needs of any resident with disabilities. The Authority may require medical documentation of a resident's condition from a physician or service provider and reserves the right to make its own evaluation of such documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size, reasonable accommodations and type of unit do not exist on the site. All other medical related transfer requests shall be determined solely by the Executive Director or his/her designee.

A resident who desires to relocate on advice of a physician or service provider for reasons other than inability to negotiate stairs may file an application for a different housing unit with the management on site.

3. **Transfers to Appropriately Sized Unit**

If Resident's family composition **NO LONGER** conforms to Management's Occupancy Standards for the unit occupied, Management may require the Resident to move into a unit of appropriate size.

This section establishes both that the NCHA has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Determination of the correctly size housing unit shall be in accordance with the NCHA's Occupancy Standards.
- B. Single persons, elderly and handicapped residents who occupy a one bedroom housing unit will not be required to relocate into an efficiency (0-BR).
- C. Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit is not available on the site.

D. Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations. The new household must apply to the NCHA for occupancy and be processed through the regular wait list procedures.

4. Transfers for Non-handicapped families living in handicapped designated units.

If the unit leased is a handicapped designated unit and the resident family occupying the unit is not a family with handicapped individuals, the resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

The NCHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the NCHA may from time to time rent a handicapped designated unit to a family that has no handicapped members. The NCHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

This section establishes both that the NCHA has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Transfers to a non-handicapped designated unit will be made within the same neighborhood unless that size unit is not available on the site.
- B. Transfers to a non-handicapped designated unit will be made outside of the same neighborhood if that size unit is not available on the site.
- C. Management, may at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations. For the purposes of determining the priorities for transfers, this type of transfer shall be considered an NCHA initiated transfer.

E1.2 Priorities for Transfers

All transfers must be either for approved medical reasons, for relocation to an appropriately sized unit or be initiated by the NCHA. No other reasons for transfers will be considered. Within the eligible types, transfers shall be performed over new move-ins according to the following priorities:

1. NCHA initiated transfers;
2. Transfers to a single-level housing unit for approved medical reasons;
3. Residents who are under-housed by one or more bedrooms as is consistent with HQS and Housing Code enforcement for the City of North Chicago;
4. Residents who are over-housed by one or more bedrooms and not over-housed by the NCHA to remedy the vacancy rate;

NCHA initiated transfers always have priority over new move-ins. The remainder shall be mixed with new move-ins in a ratio of one transfer to five new move-ins. Within each priority type, transfers will be ranked by date. In transfers requested by residents for approved health reasons or to move to a larger housing unit, the date shall be that on which the changed family circumstances are verified by on-site management. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

E1.3 Transfer Procedures

The NCHA staff shall:

- Determine whether a vacancy is used for a transfer or move-in based on priorities and established ratios.
- Coordinate actual transfers with other NCHA staff.
- Maintain transfer logs and records for audit.
- Notify residents with pending transfers as their name approaches the top of the list.
- Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
- Issue final offer of vacant housing unit as soon as vacant housing unit is identified.
- Issue notice to transfer as soon as vacant housing unit is available for occupancy. This notice will give the resident four (4) working days to complete transfer.

- 📁 Process transfer documents.
- 📁 Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- 📁 Inspect both housing units involved in the transfer, charging for any resident abuse.

Only one offer of a housing unit will be made to each resident being transferred within their own neighborhood. A resident being transferred outside his/her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person who has requested a single-level housing unit for approved medical reasons declines the offer of such a housing unit, the NCHA is not obligated to make any subsequent offers. The NCHA will notify the resident in such cases that the NCHA has discharged its obligations to the resident, that he/she remains in the housing unit at his/her own risk, and that the NCHA assumes no liability for his/her condition.

E1.4 Relocation Cost

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

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

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

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

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

E1.5 Right of Management to Make Exceptions

The plan is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

FRAUD

F1.0 Fraud

The NCHA takes the position that:

“Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.”

The NCHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered.

Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the resident's file discloses that the resident made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the housing unit even though he/she may currently be eligible.
3. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the resident's misrepresentations resulted in his/her paying a lower Resident Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the NCHA shall always result in immediate termination of the lease. The NCHA reserves the right to demand full payment within seven (7) days.
5. The NCHA shall report apparent cases of resident or applicant fraud to the appropriate government agency. It shall be the policy of the NCHA to press State and Federal authorities for prosecution of cases which, in the NCHA's judgment, appear to constitute willful and deliberate misrepresentation.

RENT COLLECTION POLICY

G1.0 General Selection

Rent is due on or before the first (1st) day of each month and is delinquent after the fifth (5th) working day of the month. In addition, a \$10.00 late charge will be assessed to the resident. All payments received after 4:00 P.M. shall be dated the next work day, but for delinquency purposes they will have the actual payment date noted on the receipt. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a nonpayment of rent and will incur the late charge.

Excess utilities are due the fifteenth (15th) day after the notice of the charge.

Maintenance charges and all other charges are due the fifteenth (15th) day after notification of the charge (i.e. Work Order copy, letter, etc.). Maintenance charges and other charges, not otherwise mentioned in this policy, appearing on rental accounts are due the fifteenth (15th) day following written notification of the charge.

All payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance.

No amount shall be considered too small to issue an eviction warrant.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

G1.1 Rental Payments After the Delinquency Date

- A. The NCHA may assess a late charge to all residents, except those residents who have received a wavier, on the delinquency date.
- B. Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.
- C. No payments will be accepted after the expiration of the eviction notice unless the resident has made a written request for late payment and delay of court action. Such a request has been determined and approved for only those reasons which are genuine emergencies as determined by the NCHA management, or upon completion of rent counseling.
- D. A resident will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only twice within a twelve (12) month period (NCHA fiscal year), and then only after completion of rent counseling.

- E. Failure to make payments when due and before expiration of the dwelling lease termination, shall result in an issuance of a dispossessory warrant upon expiration of all legal notices.

G1.2 Procedures After the Expiration of the Termination of the Dwelling Lease

- A. Immediately after the expiration of the lease termination notice, management will issue a demand notice.
- B. No payments will be accepted after the demand notice is issued except from residents who have an approved request for late payment or complete rent counseling as outlined in G1.1 (D), provided the rent counseling is completed prior to the issuance of a dispossessory warrant.

G1.3 Retroactive Rent Charges (Repayment Agreement)

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the resident will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period, not to exceed twelve (12) months. Failure to comply with the repayment schedule may subject the Resident to eviction procedures.

G1.4 Vacated Residents With Balances

Vacated residents will have seven (7) days from the date of the statement of Refund of Security Deposit and Unearned Rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

APPENDIX A VERIFICATION PROCEDURES

**APPENDIX B
PIH NOTICE 2004-1
INCOME VERIFICATION GUIDE**

APPENDIX PET POLICY

18.0 PET POLICY

18.1 EXCLUSIONS

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

18.2 PETS IN SENIOR BUILDINGS

The NORTH CHICAGO Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference.

18.3 Approval

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

18.4 Types and Number of Pets

The NORTH CHICAGO Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

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

No animal may exceed thirty (30) pounds in weight.

18.5 Inoculations

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

18.6 Pet Deposit

A pet deposit of \$200.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 Financial Obligation of Residents

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

18.8 Nuisance or Threat to Health or Safety

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

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

18.9 Designation of Pet areas

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

18.10 Visiting Pets

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

18.11 REMOVAL OF PETS

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

**APPENDIX D
VOLUNTARY CONVERSION**

APPENDIX E
MARKET VALUE FLAT RENT

**APPENDIX F
COMMUNITY SERVICE**

APPENDIX G
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

ANYTOWN HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth NCHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by NCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by NCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between NCHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by NCHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by NCHA.

III. Other NCHA Policies and Procedures

This Policy shall be referenced in and attached to NCHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of NCHA’s Admissions and Continued Occupancy Policy. NCHA’s annual public housing agency plan shall also contain information concerning NCHA’s activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of NCHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance.* NCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

[Optional preference provision: Note that VAWA does not require an admissions preference, and, therefore, if such a preference is adopted it need not be applicable to victims of dating violence and stalking as well as to domestic violence]

B. *Admissions Preference.* Applicants for housing assistance from NCHA will receive a preference in admissions by virtue of their status as victims of domestic violence [dating violence, stalking]. This preference is particularly described as follows: [insert description including any requirements with respect to evidence of past domestic violence incidents, etc.]

[Optional adverse information provision: Note that VAWA does not require such a provision]

C. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, NCHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, NCHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. NCHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by NCHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by NCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection

against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of NCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither NCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of NCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or NCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, NCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by NCHA. Leases used for all public housing operated by NCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by NCHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, NCHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., NCHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by NCHA. Section 8 owners or managers receiving rental assistance administered by NCHA may elect to require verification, or not to require it as permitted under applicable law.

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

1. *HUD-approved form* - by providing to NCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to NCHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to NCHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by NCHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of NCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to NCHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by NCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

[Optional provisions – paragraphs A through D]

VIII. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, NCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* NCHA will act upon such an application promptly [alternatively, insert a number of business days].

C. *No right to transfer.* NCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of NCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations.* If a family occupying NCHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by NCHA. In cases where NCHA determines that the family's decision

to move was reasonable under the circumstances, NCHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

- E. *Portability*. Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

[Optional Provision]

X. Court Orders/Family Break-up

A. *Court orders*. It is NCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by NCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up*. Other NCHA policies regarding family break-up are contained in NCHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

[Optional provision]

XI. Relationships with Service Providers

It is the policy of NCHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If NCHA staff become aware that an individual assisted by NCHA is a victim of domestic violence, dating violence or stalking, NCHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring NCHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. NCHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which NCHA has referral or other cooperative relationships.

XII. Notification

NCHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by NCHA as approved by the NCHA Board of Commissioners.

NOTIFICATION OF RIGHTS UNDER VIOLENCE AGAINST WOMEN ACT – PUBLIC HOUSING

To: [Insert name and address of public housing tenant]

From: [Name and address of housing agency]

A new federal law reauthorizing the Violence Against Women Act (VAWA) provides certain rights to tenants and lawful occupants of public housing. This law requires that you be notified of these rights.

Protections Against Eviction

1. VAWA states that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking (as these terms are defined in VAWA) will not be considered to be a “serious or repeated” violation your lease if you are the victim of the incident or incidents of domestic violence, dating violence or stalking. This means you may not be evicted based on such an incident or incidents where you are the victim.

2. In addition, although the housing agency may evict you for certain types of criminal activity as provided in your lease, VAWA states that the housing agency may not evict you if the criminal activity is:

- (a) directly related to domestic violence, dating violence, or stalking; and
- (b) engaged in by a member of your household, or any guest, or another person under your control; and
- (c) you or a member of your immediate family is the victim of this criminal activity.

Certification

If the housing agency notifies you that it intends to terminate your tenancy based on an incident or incidents of domestic violence, dating violence, or stalking, and you claim protection against eviction under VAWA, the housing agency may require you to deliver a certification. You must deliver the certification within 14 business days after you receive the housing agency’s request for it. If you do not do this within the time allowed, you will not have any protection under VAWA and the agency may proceed with terminating your tenancy without reference to the VAWA protections.

You may certify either by:

- (a) completing and delivering a HUD–approved certification form which will be supplied

to you by the housing agency; or

- (b) providing the housing agency with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. (This certification must be sworn under penalty of perjury); or
- (c) producing a Federal, State, tribal, territorial, or local police or court record.

Confidentiality

Information you provide to the housing agency relating to the fact that you or another member of your household is a victim of domestic violence, dating violence, or stalking will be retained by the housing agency in confidence. This information will not be shared or disclosed by the agency without your consent except as necessary in an eviction proceeding or as otherwise required by law.

Limitations

VAWA provides certain limitations and clarifications concerning your rights as described above. In particular, you should know that nothing contained in VAWA:

1. prevents the housing agency from terminating tenancy and evicting for any violation of a lease that is not based on a matter involving domestic violence, dating violence, or stalking for which VAWA provide protections as described above. However, the housing agency may not in such cases apply any stricter standard to you than to other tenants.
2. prevents the housing agency from terminating tenancy and evicting where the housing authority can demonstrate “an actual and imminent threat to other tenants or those employed at or providing service to the property.” Where such a threat can be demonstrated by the housing agency, you will not be protected from eviction by VAWA.
3. limits the ability of the housing agency to comply with court orders addressing rights of access to or control of the property. This includes civil protection orders entered for the protection of the victim or relating to the distribution or possession of property.
4. supersedes any Federal, State or local law that provides greater protections than VAWA.

Housing Agency Right to Remove Perpetrator of Domestic of Violence

VAWA also creates a new authority under Federal law that allows a housing agency to evict, remove, or terminate assistance to any individual tenant or lawful occupant of public housing who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.



Further Information

You may obtain a copy of the housing agency's written policy concerning domestic violence, dating violence, and stalking, from: [insert person/place]

The written policy contains, among other things, definitions of the terms "domestic violence," "dating violence," "stalking," and "immediate family."

OR

The definitions of the terms "domestic violence," "dating violence," "stalking," and immediate family as contained in VAWA are set forth on Attachment 1 to this Notification. Please consult those definitions to aid in your understanding of your rights described above.

**Public Housing Agency Plan Provision – Annual Plan
NORTH CHICAGO Housing Authority (NCHA)
Carbon Monoxide Detector Policy**

The North Chicago Housing Authority (NCHA) has received a letter from the city of North Chicago, Illinois giving us an exemption from placing carbon monoxide detectors in each unit. In accordance with Illinois, statute Section 20 of the act allows an exception.

The city required carbon monoxide testers in the boiler rooms only.
The required carbon monoxide testers were installed in December 2006.

Additions to HQS:

Smoke Detectors

1. Performance Requirements

Each dwelling unit must have at least one hard-wire smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons.

Carbon Monoxide Detectors

2. Performance Requirements

Each dwelling unit must have at least one battery operated or hard-wire carbon monoxide detector, in proper operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard. If any hearing-impaired person occupies the dwelling unit, carbon monoxide detectors must have an alarm system, designed for hearing-impaired persons.

EQUAL HOUSING OPPORTUNITY POLICY

1.0 NONDISCRIMINATION

It is the policy of the NCHA housing Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Housing Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap, or national origin:

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different than that provided others.
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
- E. Treat a person differently in determining eligibility or other requirements for admission.
- F. Deny a person access to the same level of services.
- G. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing or tenant-based housing programs.

The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of

the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.

Housing Authority records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

2.0 AFFIRMATIVE MARKETING

As conditions may require, the Housing Authority will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. The Housing Authority may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

- A. Send informational spots local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication
- B. Special outreaches to minorities, persons with disabilities and very low-income families;
- C. Distribute pamphlets and brochures.
- D. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.
- E. Outreach to organizations which assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

The Housing Authority will monitor the benefits received, as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish, Vietnamese, Arabic or other languages as required.

3.0 OPERATIONS

In order to further the objectives of nondiscrimination the Housing Authority shall:

- A. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- B. Prominently display a Fair Housing Poster in every development office owned by the Housing Authority and in the Housing Authority's main office.
- C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
- D. The Housing Authority shall maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.