

LAKE METROPOLITAN HOUSING AUTHORITY
2009 ANNUAL PLAN

Streamlined Annual PHA Plan

Fiscal Year 2009

[24 CFR Part 903.12(c)]

Table of Contents

[24CFR 903.7[®]]

Document	Page
PHA 5-Year & Annual Plan – HUD-50075	03-04
Section 6.0 – PHA Plan Elements	05-19
PHA Plan Element 1 – Eligibility, Selection, & Admissions Policies	05
PHA Plan Element 2 – Financial Resources	06
PHA Plan Element 3 – Rent Determination	07-10
PHA Plan Element 4 – Operation & Management	01-12
PHA Plan Elements 5, 6, & 7 – Non-Applicability Reference	13
PHA Plan Element 8 – Safety and Crime Prevention	14
PHA Plan Element 9 – Pets	15
PHA Plan Miscellaneous Changes	16-19
PHA Plan Elements 10, 11, & 12 – Non-Applicability Reference	20
PHA Plan Element 13 – Violence Against Women Act	21
Section 7.0 – Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, & Project-Based Vouchers – Non-Applicability Reference	22
Section 8.0 – Capital Improvements	22-48
Section 8.1 – Form HUD-50075.1 – Required Submission Item 11 (h):	
Annual Statement/Performance & Evaluation Report – FY 2005	23-26
Annual Statement/Performance & Evaluation Report – FY 2006	27-30
Annual Statement/Performance & Evaluation Report – FY 2007	31-35
Annual Statement/Performance & Evaluation Report – FY 2008	36-40
Annual Statement/Performance & Evaluation Report – 09 CFRG Recovery Grant	41-44
Annual Statement/Performance & Evaluation Report – 09 CFRG Competitive	45-48
Sections 8.2 – Capital Fund Program Five-Year Action Plan	49-52
Sections 8.3 – Non-Applicability Reference	53
Section 9.0 – Housing Needs – Non-Applicability Reference	53
Section 10.0 – Additional Information – Non-Applicability Reference	53
Section 11.0 – Required Submission Items for HUD Field Office Review	54-63
11 (a) PHA Certifications of Compliance with the PHA Plan & Related Regs.	55-56
11 (b) Certification for a Drug-Free Workplace – HUD-50070	57
11 (b) LMHA Sites for Work Performance	58
11 (c) Certification of Payments to Influence Federal Transactions – HUD-50071	59
11 (d) Disclosure of Lobbying Activities – Form SF-LLL	60
11 (e) Form SF-LLL-A, Disclosure of Lobbying Activities Continuation	61
11 (f) Resident Advisory Board (RAB) Comments	62
11 (g) Challenged Elements	63
11 (h) Form HUD-55075.1, Capital Fund Program Five-Year Action Plan (see pg. 49-52)	63
Attachments: Corresponding Resolutions	64-153

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Lake Metropolitan Housing Authority</u> PHA Code: _____ PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2009</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>240</u> Number of HCV units: <u>1,358</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: Not Applicable				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Not Applicable				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Please see attached Resolutions on pages #46- #132. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The public may obtain copies of the Annual PHA Plan at the Administrative Office of the Lake Metropolitan Housing Authority, 189 First Street, Painesville, OH.				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. Not Applicable				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.				

8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
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> <p>Not Applicable</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> <p>Not Applicable</p>
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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>Not Applicable</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification".</p> <p>Not Applicable</p>
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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> <ul style="list-style-type: none"> (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) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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ATTACHMENTS FOR SECTION 6.0 – PHA PLAN UPDATE

PHA Plan Element 1 – Eligibility, Selection and Admissions Policies

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Notification of Eligibility Requirements for the Housing Choice Voucher Program

The Lake Metropolitan Housing Authority adopted a Resolution (13-2008) regarding the notification of eligibility requirements for the HCV Program. After the verification process is completed, the PHA will make a final determination of eligibility. The decision is based upon information provided by the family, the verification completed by the PHA, and current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled so that a voucher can be issued and the family can be oriented to the housing program. If the notice is returned by the post office with no forwarding address, a notice of denial will be sent to the family's address. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend one of the scheduled briefings will be denied assistance and removed from the waiting list.

PHA Plan Element 2 – Financial Resources

Lake Metropolitan Housing Authority Annual Plan Expected Income

Monday, December 22, 2008

LMHA expects to receive the following funding from HUD and rental income over the next fiscal year:

Capital Funds	\$300,000
Operating Funds	\$500,000
Rental Income	\$400,000
Interest Income	\$10,000
W/D Income	<u>\$15,000</u>
Total	\$1,225,000

PHA Plan Element 3 – Rent Determination

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

PHA's Flat Rent Methodology

The PHA has a set flat rent for each public housing unit, based on the reasonable market value of the unit. The PHA's methodology is described in the PHA Agency Plan.

The PHA's flat rents have been established using the following methodology:

The PHA will utilize Section 8 rent comparability statistics to establish flat rents for each unit. The analysis will include relevant factors, such as age, location, condition, amenities, design and size of units, as well as unassisted rents for similar housing, as follows:

The PHA has adopted the following flat rents via resolution 2-2002

Public Housing Development

Jackson Towers

0 BR	\$493
1 BR	\$621

Washington Square

1 BR	\$622
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Woodlawn Homes

2 BR	\$686
3BR	\$852
4BR	\$1062

Description of Fees and Nonpayment penalties for Low Income Public Housing

Rent Payments

The Lake Metropolitan Housing Authority adopted a Resolution (14-2008) regarding the tenant rent due date and late fees. The tenant rent is due and payable at the PHA –designated location on the 7th of every month. If the seventh falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent invoice will be sent.

Fees and nonpayment penalties

If the tenant fails to make payment by the 7th date of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 7th day of the month, a late fee of \$20 will be charged.

A charge of \$5.00 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 7th of the month, the rent will be considered unpaid.

The PHA will always consider the rent unpaid when a check is returned for NSF or a check is written on a closed account.

If the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

Attachment to PHA Plan -- for Fiscal Year 2009; Beginning 7/01/2009

Description of verification requirements for families claiming zero income for Low Income Public Housing

The Lake Metropolitan Housing Authority adopted a Resolution (60-2008) regarding verification requirements for zero income families. Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI etc. are not being received by the household.

The PHA will request information from the IRS. This shall be done through the EIV (Enterprise Income Verification System).

Attachment to PHA Plan -- for Fiscal Year 2009; Beginning 7/01/2009

Description of Security Deposits for Unit Transferring of Low Income Public Housing

The Lake Metropolitan Housing Authority adopted a Resolution (63-2008) regarding the transferring of security deposits from one unit to another when a family transfers units. The family will be required to pay any additional monies due on a security deposit, based on current circumstances, in full and upon acceptance of a unit and will be informed of the manner in which it is to be paid. Security deposits will always be transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit.

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Security Deposits and Unit Inspections for Unit Transfers of Low Income Public Housing

The Lake Metropolitan Housing Authority adopted a Resolution (64-2008) regarding the inspection process and charges as a result of the inspection prior to a unit transfer. If the tenant transfers to another unit, the PHA will conduct a unit inspection prior to the transfer to determine if there are any tenant damages beyond normal wear and tear. If this is the case, the PHA will require that the tenant pay for these damages as well as the additional amount (if applicable) due on the new security deposit that is based on current information prior to the transfer.

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Policy Requirements for the Submittal of Rent Increase Requests by Participating Landlords in the Housing Choice Voucher Program

The Lake Metropolitan Housing Authority adopted a Resolution (52-2008) regarding policy requirements for the submittal of rent increase requests by participating landlords in the HCV Program. The HUD regulations relating to owner rent adjustments applicable to the Regular Tenancy Program will be used until the HAP Contract is no longer effective, which will be no later than the second regular re-examination of the family after the merger date.

Owners must request a rent increase in writing. Any increase will be effective the later of (1) the anniversary date of the contract, or (2) at least 60 days after the owner's request is received.

The approval or disapproval decision regarding the adjustment will be based on HUD-required calculations and rent reasonableness determination. The adjustment may be an increase or a decrease.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment.

For terminations of Premerger Regular Certificate HAPS, see "Contract Terminations" chapter.

To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least 60 days before the annual anniversary date.

The rent to owner for a unit will not be increased at the annual anniversary date, unless the owner has complied with all requirements of the HAP contract, including the compliance with HQS.

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Policy Guidelines for Payment Agreements Made with Participants of the Housing Choice Voucher Program

The Lake Metropolitan Housing Authority adopted a Resolution (65-2008) regarding policy guidelines for payment agreements made with participants of the HCV Program. Payment agreements will be executed between the PHA and the head of household and spouse.

The payment agreement must be executed by the Executive Director or their designee.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Program Manager.

No move will be approved until the debt is paid in full, unless the move is the result of the following causes, and the Payment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the PHA:

If a Payment Agreement is in arrears more than 60 days, any new debts must be paid in full.

The PHA will follow the guidelines within the cognitive promissory note when participants default on the repayment agreement.

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Payment Standards for the Housing Choice Voucher Program – PHA Plan Element 3

The Lake Metropolitan Housing Authority adopted a Resolution (85-2008) concerning payment standards for the Housing Choice Voucher Program. Payment standards for the HCV Program are hereby established at one hundred ten percent (110%) of the Fair Market Rents as published by the United States Department of Housing and Urban Development on October 1, 2008 and effective January 1, 2009 said amounts currently being:

-0- Bedrooms	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms
545	633	763	979	1039

PHA Plan Element 4 – Operation and Management

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Lease Requirements for Low Income Public Housing

The Lake Metropolitan Housing Authority adopted a Resolution (59-2008) regarding Lease requirements. The initial term of the lease will be for 12 months. The lease shall be automatically renewed for successive terms of one (1) month each, commencing on the first and ending on the last calendar day of each successive month unless otherwise sooner terminated by LMHA or the Tenant, with the following exception: LMHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4)

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Annual Inspection Policies of Low Income Public Housing

The Lake Metropolitan Housing Authority adopted a Resolution (62-2008) regarding failed housekeeping inspections for residents of low income Public Housing units. Residents who fail the inspection or cause excessive damage to the unit are in violation of their lease. Residents who are in violation of their lease due to a failed inspection will be served with a thirty day notice to vacate, which will provide for time to cure. On or before the date that the notice expires, the PH Manager will conduct a follow up inspection. If the unit is not in decent, safe and sanitary condition during the follow up inspection, the tenant will be served with a three (3) day notice to vacate. If on the other hand the unit is in decent, safe and sanitary condition, the thirty (30) day notice will be canceled.

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Policy Guidelines for Providing Proper Notice to Landlords and Participants of the Housing Choice Voucher Program regarding Housing Quality Standards Inspections

The Lake Metropolitan Housing Authority adopted a Resolution (84-2008) concerning policy guidelines for providing proper notice to landlords and participants of the HCV Program regarding Housing Quality Standards Inspections. When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the first day of the month following the first failed re-inspection. Generally not more than 30 days will be allowed for the correction, unless an extension has been requested and granted.

The PHA will re-inspect abated units within five (5) business days of receipt of the owner's notification that repairs have been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time that the rent was abated and the unit did not comply with HQS. The Notice of Abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

PHA Plan Element 5 – Grievance Procedures – Available for review

PHA Plan Element 6 – Designated Housing for Elderly & Disabled Families – Available for review

PHA Plan Element 7 – Community Service and Self-Sufficiency – Available for review

PHA Plan Element 8 – Safety and Crime Prevention

Lake Metropolitan Housing Authority is a member of Lake County Crime Free Housing. Additionally, LMHA has hired the Painesville Police Department on a rotating schedule for Security Purposes. The Police Department provides LMHA with weekly reports and five year statistical information. This information is available upon request.

PHA Plan Element 9 – Pets

Attachment to PHA Plan – for Fiscal Year 2009; Beginning 7/01/2009

Description of Pet Deposits for residents of Low Income Public Housing – PHA Plan Element 9

The Lake Metropolitan Housing Authority adopted a Resolution (61-2008) regarding pet deposits for Public Housing Residents. The amount of the Pet Deposit is \$250.00 for pets other than fish or birds. Tenants who use an aquarium greater in size than 2 gallons must pay a refundable pet deposit in the amount of \$100. The tenant must provide LMHA with a refundable pet deposit (for pets other than the aforementioned) in the amount of \$250, which is in addition to the normal security deposit. Payment of this deposit must be paid in full before the pet may be allowed to reside in the dwelling unit.

VOID

VOID

VOID

VOID

PHA Plan Element 10 – Civil Rights Certification- No revision, N/A

PHA Plan Element 11 – Is Available for review upon request

PHA Plan Element 12 – Asset Management – N/A

PHA Plan Element 13 – Violence Against Women Act

Violence Against Women and Department of Justice Re-Authorization Act of 2005:

Lake Metropolitan Housing Authority has provided proper notification to all Low Income Public Housing Program participants of their specific rights under this Act along with a copy of the Federal Register and contact information for reference and further guidance.

Lake Metropolitan Housing Authority has also notified all Housing Choice Voucher Program participants and landlords of this Act and provided them with a copy of the Federal Register and contact information for reference and further guidance.

We will continue to review updates pertaining to this law and our requirements and also reach out to local agencies for assistance and guidance on verification of acts of domestic violence.

7.0- N/A

8.0- Capital Improvements

**8.1 Capital Fund Program Annual Statement/Performance and
Evaluation
Report.**

**2005, 2006, 2007, and 2008
See attachment: A**

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

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: OH12-PO25-501-05 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: 2005 FFY of Grant Approval: 2005	
PHA Name: Lake Metropolitan Housing Authority		Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Total Estimated Cost	Obligated	Total Actual Cost ¹
			Revised ²		Expended
1	Total non-CFF Funds				20,953
2	1406 Operations (may not exceed 20% of line 21) ³	20,953	20,953	20,953	20,953
3	1408 Management Improvements	7,000	7,000	7,000	7,000
4	1410 Administration (may not exceed 10% of line 21)	8,000	8,000	8,000	8,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	12,000	8,724	8,724	8,724
8	1440 Site Acquisition				
9	1450 Site Improvement	25,000	50,963	50,963	50,963
10	1460 Dwelling Structures	213,000	199,027	199,027	199,027
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	15,000	6,286	6,286	6,286
17	1499 Development Activities ⁴				
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)	300,953	300,953	300,953	300,953
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				

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 CFFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2005	
PHA Name: Lake Metropolitan Housing Authority		FFY of Grant Approval: 2005	
Grant Type and Number Capital Fund Program Grant No. OH12- Date of CFPP:		Replacement Housing Factor Grant No:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Line Summary by Development Account		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report Total Actual Cost ¹	
Signature of Executive Director: 		Total Estimated Cost Revised? Signature of Public Housing Director Date 6-8-09	
		Total Actual Cost ¹ Obligated Expended Date 6-08-09	

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary

PHA Name: **Lake Metropolitan Housing Authority**

Grant Type and Number: **Capital Fund Program Grant No: OH12-PO25-501-06 Replacement Housing Factor Grant No:**

Date of CFFP: _____

FFY of Grant: **2006**

FFY of Grant Approval: **2006**

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Total Estimated Cost			Total Actual Cost ¹
			Original	Revised ²	Obligated	
1	Total non-CFFP Funds					36,404
2	1406 Operations (may not exceed 20% of line 21) ³		28,102	36,404	36,404	36,404
3	1408 Management Improvements		36,000	27,984	27,984	27,984
4	1410 Administration (may not exceed 10% of line 21)		28,102	28,102	28,102	28,102
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs		15,000	14,421	14,421	7,576
8	1440 Site Acquisition					
9	1450 Site Improvement			16,385	1,485	
10	1460 Dwelling Structures		132,813	117,708	117,708	114,986
11	1465.1 Dwelling Equipment—Nonexpendable		15,000	21,419	15,000	15,000
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment		11,000	26,896	26,896	11,000
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs		15,000	0		
17	1499 Development Activities ⁴					
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)		281,017	289,319	268,000	241,052
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					

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 CFFP Grants for operations.
⁴ RHF funds shall be included here.

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

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		FFY of Grant: 2006	
PHA Name: Lake Metropolitan Housing Authority		FFY of Grant Approval: 2006	
Grant Type and Number Capital Fund Program Grant No. OH12- Date of CFPP: _____		Replacement Housing Factor Grant No:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Line Summary by Development Account		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Signature of Executive Director 		Total Estimated Cost	Total Actual Cost ¹
Date 6-8-09		Revised ²	Obligated
Signature of Public Housing Director 		Date 6-8-09	

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		Grant Type and Number		FFY of Grant: 2007	
PHA Name: Lake Metropolitan Housing Authority		Capital Fund Program Grant No: OH12-PO25-501-07		FFY of Grant Approval: 2007	
		Replacement Housing Factor Grant No:			
		Date of CFFP: 06/30/2008			
Type of Grant	<input type="checkbox"/> Reserve for Disasters/Emergencies	Revised Annual Statement (revision no:)		Total Actual Cost ¹	
Line	Summary by Development Account	Original	Revised ²	Obligated	Expended
1	Total non-CFFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	29,614		29,614	29,614
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	29,614		29,614	29,614
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	236,920		165,772	105,350
11	1465.1 Dwelling Equipment—Nonexpendable				
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 CFFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2007 FFY of Grant Approval: 2007	
PHA Name: Lake Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12-PO25-501-07 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"/> Performance and Evaluation Report for Period Ending:		
		<input type="checkbox"/> Revised Annual Statement (revision no:)	
		<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)	296,148	225,000
21	Amount of line 20 Related to LBP Activities		164,578
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		Signature of Public Housing Director	
Date		Date	

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2007	
PHA Name: Lake Metropolitan Housing Authority		FFY of Grant Approval: 2007	
Grant Type and Number Capital Fund Program Grant No: OH12- Date of CFFP: _____		Replacement Housing Factor Grant No:	
<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Revised Annual Statement (revision no:2) <input type="checkbox"/> Final Performance and Evaluation Report		<input type="checkbox"/> Total Estimated Cost <input type="checkbox"/> Total Actual Cost ¹	
Line Summary by Development Account Signature of Executive Director: 		Original	Obligated
Date: 6-8-09		Revised ²	Expended
Signature of Public Housing Director: 		Date: 6-08-09	

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		Grant Type and Number		FFY of Grant: 2008	
PHA Name: Lake Metropolitan Housing Authority		Capital Fund Program Grant No: OH12-PO25-501-08 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant Approval: 2008	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Final Performance and Evaluation Report	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:				<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Revised ¹	Obligated	Total Actual Cost ¹ Expended
1	Total non-CFFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	29,114		29,114	29,114
3	1408 Management Improvements	7,000			
4	1410 Administration (may not exceed 10% of line 21)	29,114		29,114	29,114
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	25,921		9,459	9,459
10	1460 Dwelling Structures	150,000			
11	1465.1 Dwelling Equipment—Nonexpendable	50,000			
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				

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2008 FFY of Grant Approval: 2008			
PHA Name: Lake Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12-PO25-501-08 Replacement Housing Factor Grant No: Date of CFFP:				
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost Original	Revised ²	Obligated	Total Actual Cost ¹ 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)	291,149		67,687	67,687
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		Signature of Public Housing Director		Date	

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

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		FFY of Grant: 2008	
PHA Name: Lake Metropolitan Housing Authority		FFY of Grant Approval: 2008	
Grant Type and Number Capital Fund Program Grant No. OH12- Date of CFFP:		Replacement Housing Factor Grant No:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line Summary by Development Account		Total Estimated Cost	Total Actual Cost ¹
Signature of Executive Director: 		Original	Expended
Date 5-8-09		Revised ²	
Signature of Public Housing Director: 		Obligated	
Date 6-08-09			

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: OH12S02550109 Date of CFFP: 2009	Replacement Housing Factor Grant No: _____	FFY of Grant: 2009
PHA Name: Lake Metropolitan Housing Authority		FFY of Grant Approval: 2009		
Type of Grant	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input checked="" type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Final Performance and Evaluation Report		
<input type="checkbox"/> Performance by Development Account	Summary by Development Account	Total Estimated Cost	Obligated	Total Actual Cost ¹
Line	Original	Revised ²		Expended
1	Total non-CFFP Funds			
2	1406 Operations (may not exceed 20% of line 21) ³			
3	1408 Management Improvements			
4	1410 Administration (may not exceed 10% of line 21)			
5	1411 Audit			
6	1415 Liquidated Damages			
7	1430 Fees and Costs			
8	1440 Site Acquisition			
9	1450 Site Improvement	87,000		
10	1460 Dwelling Structures	135,000		
11	1465.1 Dwelling Equipment—Nonexpendable			
12	1470 Non-dwelling Structures			
13	1475 Non-dwelling Equipment	146,537		
14	1485 Demolition			
15	1492 Moving to Work Demonstration			
16	1495.1 Relocation Costs			
17	1499 Development Activities ⁴			
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)	368,537		
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			

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2009	
PHA Name: Lake Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12S02550109 Date of CFFP: 2009	Replacement Housing Factor Grant No: FFY of Grant Approval: 2009	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report		
Line Summary by Development Account	Total Estimated Cost	Revised ²	Total Actual Cost ¹
Signature of Executive Director 	Original	Obligated	Expended
Date 4-6-09	Signature of Public Housing Director		Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary

PHA Name: Lake Metropolitan Housing Authority

Grant Type and Number: CFRC
Capital Fund Program Grant No.: CFRC
Date of CFFP: _____

Replacement Housing Factor Grant No.: _____

FFY of Grant: 2009
FFY of Grant Approval: CFRC

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Summary by Development Account	Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)		Final Performance and Evaluation Report	
			<input type="checkbox"/>	<input type="checkbox"/>	Total Estimated Cost	Revised ²	Obligated	Expended
1		Total non-CFP Funds						
2		1406 Operations (may not exceed 20% of line 21) ³						
3		1408 Management Improvements						
4		1410 Administration (may not exceed 10% of line 21)		31,262				
5		1411 Audit						
6		1415 Liquidated Damages		43,000				
7		1430 Fees and Costs						
8		1440 Site Acquisition						
9		1450 Site Improvement		432,738				
10		1460 Dwelling Structures						
11		1465.1 Dwelling Equipment—Nonexpendable						
12		1470 Non-dwelling Structures		45,000				
13		1475 Non-dwelling Equipment						
14		1485 Demolition						
15		1492 Moving to Work Demonstration						
16		1495.1 Relocation Costs		11,000				
17		1499 Development Activities ⁴						
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)		563,000				
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						

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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

Part I: Summary		FFY of Grant: 2009 <i>CEM</i>	
PHA Name: Lake Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: CFRC	Replacement Housing Factor Grant No:	FFY of Grant Approval: <i>CEM</i>
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no:)	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
Signature of Executive Director <i>[Signature]</i>	Original Date 07/02/2009	Revised ²	Expended
Signature of Public Housing Director		Date 07/02/2009	

8.2 Capital Fund Program Five-Year Action Plan

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part I: Summary						
PHA Name	Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2006 PHA FY:	Work Statement for Year 3 FFY Grant: 2007 PHA FY:	Work Statement for Year 4 FFY Grant: 2008 PHA FY:	Work Statement for Year 5 FFY Grant: 2009 PHA FY:
		Annual Statement				
	HA-Wide -Operations		20,000	25,000	25,000	25,000
	HA-Wide- Administration		15,000	15,000	15,000	15,000
	HA-Wide- Fees		12,000	12,000	12,000	12,000
	Jackson Towers		183,000	183,000	183,000	183,000
	Washington Square		30,000	30,000	30,000	30,000
	Woodlawn		40,000	40,000	40,000	40,000
	CFP Funds Listed for 5-year planning		300,000	300,000	300,000	300,000
	Replacement Housing Factor Funds					

Original 5-Year Plan
 Revision No:

8.3 Capital Fund Financing Program (CFFP) – N/A

9.0 Housing Needs – N/A

10. Additional Information – N/A

11.0 Required Submission for HUD Field Office Review:

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

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

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 2009, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Lake Metropolitan Housing Authority

OH025

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20__ - 20__

Annual PHA Plan for Fiscal Years 20⁰⁹ - 20¹⁰

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

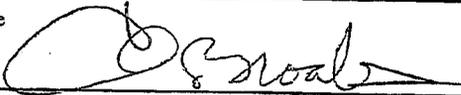
Name of Authorized Official

Cindy Brooks

Title

Chairperson

Signature



Date

2-20-09

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name
Lake Metropolitan Housing Authority

Program/Activity Receiving Federal Grant Funding
Low Income Public Housing OH025

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

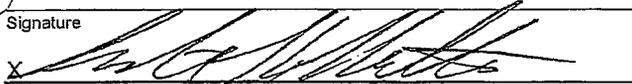
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Steven K. Knotts	Title Executive Director
Signature 	Date 12-22-08

**LAKE METROPOLITAN HOUSING AUTHORITY
SITES FOR WORK PERFORMANCE
Attachment D**

Place of Performance: Washington Square
Address: 111 East Washington Street
City, State, and Zip: Painesville, OH 44077
County: Lake County

Place of Performance: Jackson Towers
Address: 200 West Jackson Street
City, State, and Zip: Painesville, OH 44077
County: Lake County

Place of Performance: Woodlawn Homes
Address: 553 Sanders Avenue
City, State, and Zip: Painesville, OH 44077
County: Lake County

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Lake Metropolitan Housing Authority OH025

Program/Activity Receiving Federal Grant Funding

Low Income Public Housing & Housing Choice Voucher Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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

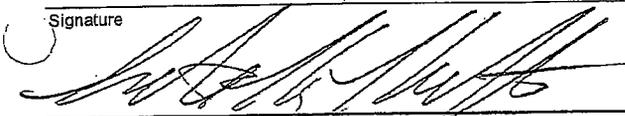
Name of Authorized Official

Steven K. Knotts

Title

Executive Director

Signature



Date (mm/dd/yyyy)

12-22-08

DISCLOSURE OF LOBBYING ACTIVITIES

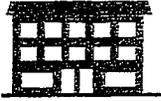
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Steven K. Knotts</u> Title: <u>Executive Director</u> Telephone No.: <u>440-354-3347, extension 18</u> Date: <u>12-22-08</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

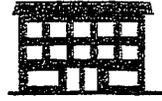
NON-APPLICABLE

11.0 (e) N/A



Jackson Resident Association

200 W. Jackson St. Suite #315
Painesville, OH 44077-3156



February 2, 2009

Dear Director;

After review of Lake Metropolitan Housing Authority's Annual Plan, it is our recommendation that LMHA proceed in the submission of this Plan to HUD for acceptance.

If we can be of any more assistance in this matter, please do not hesitate to contact us.

Sincerely,

Diane Branstein
Chairperson, Board of Jackson Resident Association

11.0 (g) Challenged elements – NA

RESOLUTION NO. 08-2008

**A RESOLUTION AMENDING PARAGRAPH C "PROBATIONARY PERIOD,"
OF ARTICLE II OF THE PERSONNEL POLICY OF THE LAKE
METROPOLITAN HOUSING AUTHORITY.**

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined, upon the recommendation of the Executive Director and legal counsel, that the Lake Metropolitan Housing Authority is in need of amending Paragraph C regarding Probationary Period of Article II of the Personnel Policy of the Lake Metropolitan Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

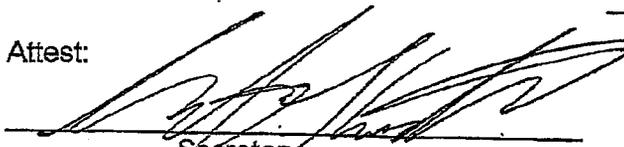
SECTION 1. That Article II of the Personnel Policy be and hereby is amended from its existing form as shown in Exhibit A to incorporate the change to Paragraph C, Probationary Period as shown in **bold** on Exhibit B attached hereto and incorporated herein to provide for a new probationary period for new employees of the Lake Metropolitan Housing Authority.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law..

Passed: February 12, 2008

Attest:


Secretary

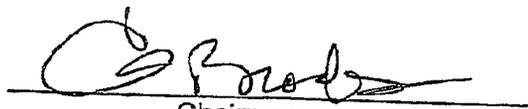

Chairman

Exhibit A

Personnel Policy, Article II – Hire, Probation, and Status

Page 5

Paragraph C: Probationary Period

Upon appointment by the Director and approval by the Board, all new supervisory employees shall serve a minimum probationary period of six (6) months, and all other new employees shall serve a minimum probationary period of three (3) months. At the end of the probationary period, the employee may be eligible for a permanent appointment. Until so appointed, prior to the end of the probationary period, the employee shall be considered a probationary employee. The employee shall remain a probationary employee until a permanent appointment is made; provided, however, permanent appointment status shall be automatic after one (1) year. The probationary period may be extended to a maximum of one (1) year.

Exhibit B

Personnel Policy, Article II – Hire, Probation, and Status

Page 5

Paragraph C: Probationary Period

Upon appointment by the Director and approval by the Board, all new supervisory employees shall serve a minimum probationary period of **one (1) year**, and all other new employees shall serve a minimum probationary period of **six (6) months**. At the end of the probationary period, the employee **will have attained non probationary employment**. The employee shall remain a probationary employee until **the probationary period expires**. **Probationary status for supervisory employees shall expire after one (1) year unless extended, and probationary status for all other employees shall expire after six (6) months unless extended**. The probationary period may be extended for a maximum period of one (1) year by the sole action of the executive director for either supervisory employees or any other employees.

RESOLUTION NO. 09-2008

**A RESOLUTION ADOPTING THE PUBLIC RECORDS POLICY OF THE
LAKE METROPOLITAN HOUSING AUTHORITY**

WHEREAS, the Members of the Lake Metropolitan Housing Authority, upon the recommendation of the Executive Director and legal counsel of the Lake Metropolitan Housing Authority, have reviewed and do approve of a new Public Records Policy, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Public Records Policy attached hereto of even date herewith be and hereby is adopted .

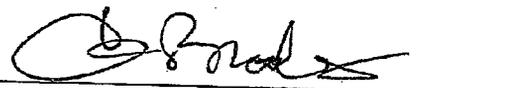
SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: February 12, 2008

Attest:


Secretary


Chairman

Standard Operating Procedure

Name of Procedure: Public Records Policy

CFR Reference Number: Public Records Act, R.C. 149.43, 149.011

Effective Date: February 12, 2008

Policy Reference.

1. Purpose:

The Lake Metropolitan Housing Authority (LMHA) acknowledges that it maintains many records that are used in the administration and operation of the Housing Authority. In accordance with state law and the *Lake County Records Commission*, the Housing Authority has adopted Schedules of Records Retention and Disposition that identify records which are stored on a fixed medium (paper, computer, film, etc.) and created, received, or sent under the jurisdiction of the LMHA. Further, they document the organization, functions, policies, decisions, procedures, operations, or other activities of the Housing Authority (R.C. 149.011(G); R.C. 149.43(A) (1)). The records maintained by the LMHA and the ability to access them serve as a means for providing trust between the public and the Housing Authority.

2. Scope:

- A. LMHA has a designated employee, the Assistant Director, who serves as the custodian of all records maintained by the office, department or function and has a copy of the LMHA's Public Records policy (R.C. 149:43(E)(2)).
- B. The LMHA's Public Record policy as well as the Records Retention and Disposition are made available to the public upon request.
- C. The LMHA public records policy is addressed in the LMHA Personnel Policy Manual.
- D. The LMHA displays a poster which generally describes the Public Records policy in the waiting area.

3. Fees:

- A. The LMHA, in accordance with Section 149.43 of the Revised Code, has established the following fees for providing copies or reproductions of public records maintained by the LMHA:
1. For photocopies of either letter or legal size documents, the fees shall be \$.05 per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared.
 2. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy.
 3. Established costs/fees under this policy shall be clearly posted and visible to the public.
 4. The Freedom of Information Act waiver provision, 5 U.S.C. Section 552(a)(4)(A)(iii), directs agencies to furnish documents free or at a reduced charge if "disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester." If an individual/group requests a "waiver" of the copy fees that individual/group must complete a Waiver form (Attachment C). This form will then be submitted to the Assistant Director for approval. If approved, the Housing Authority will waive the cost of copies.

4. Availability

Inspection

- A. All public records maintained by the LMHA shall be promptly prepared and made available for inspection to any person during regular business hours as well as a copy of the LMHA's current records retention schedule(s) (R.C. 149.43(B)(1)). Note that promptness is to be determined by the facts and circumstances of each public records request. Regular business hours for the LMHA are Monday through Friday (except holidays), from 8:30 AM to 5:00 PM.
- B. For the purpose of enhancing the ability of the LMHA to identify, provide for prompt inspection, and produce copies of the requested items in a reasonable period of time, the LMHA shall provide to the requester a "Request for Public Records" form for the requester to complete (Attachment A).

1. Prompt inspection and copies of records within a reasonable amount of time contemplates the opportunity for legal review.
 2. Although the LMHA may ask the requestor to make the request in writing, for the requestor's identity, and may inquire about the intended use of the information requested, the requester shall be advised that:
 - a. The requests are not mandatory; and
 - b. The requestor's refusal to complete "Request for Public Records" form does not impair the requestor's right to inspect and/or receive copies of the public record. (R.C. 149.43(B)(5)).
 3. Any person, including corporations, individuals, and even governmental agencies, may request public records, and will be allowed prompt inspection of public records and copies within a reasonable amount of time upon request.
- C. In the event a request is made to inspect and/or obtain a copy of a record maintained by the LMHA whose release may be prohibited or exempted by either state or federal law, the request shall be forwarded to legal counsel for the LMHA for research and/or review. The person submitting the request shall be advised that their request is being reviewed by legal counsel to ensure that protected and/or exempted information is not improperly released by the LMHA.
- D. Records, whose release is prohibited or exempted by either state or federal law, or not considered public records as defined by R.C. 149.43(A)(1), shall NOT be subject to public inspection (See Attachment B). The following represents a partial list of records maintained by the LMHA, that may **not** be inspected or copied:
1. Client files (with the exception of the client requesting their own file).
 2. Health information
 3. Infrastructure record (the configuration of a public office's critical systems).
 4. Law enforcement investigations
 5. Records containing information that was specifically compiled in reasonable anticipation of civil or criminal action or proceeding.
 6. Security record (information that was used for protecting or maintain the security of a public office against attack, interference, or sabotage.)
 7. Social Security numbers

Public Records Requests

A. Mailed Requests for Public Records:

1. Upon receiving a written request for copies of a public record made in accordance with section 149.43 of the Ohio Revised Code via the United States Postal Service, the LMHA shall promptly respond to the request.
2. An authorized employee of the LMHA shall, by any means practical, contact the requestor and advise them that: advance payment is required prior to providing copies of public records; and the fee shall also include the cost of postage and the envelope. (R.C. 149.43(B)(7)).
3. When practical, the LMHA may forward copied records by any other means reasonably acceptable to the requestor.
 - a. If a person requests a copy of a public record, the LMHA shall permit the requestor to choose to have the public record duplicated on paper or upon the same medium upon which the LMHA maintains the public record or upon any other medium on which the record can reasonably be duplicated as an integral part of the normal operations of the LMHA, or the responsible LMHA employee for the public record.
 - b. Persons seeking copies of public records are not permitted to make their own copies of the requested records by any means. (R.C. 149.43(B)(6)).
4. In accordance with section 149.43(B)(7) of the Ohio Revised Code, the LMHA limits the number of requested public records, to be transmitted through the U. S. Mail, to a maximum of ten records per month, unless the requestor certifies that the records or information in them will not be used for commercial purposes.
 - a. "Commercial purposes" shall be narrowly construed and does not include: the reporting or gathering of news or other information to assist citizen oversight; an understanding of the operation or activities of government; or nonprofit educational research.
5. Authorized LMHA employees shall comply with the following procedures upon receiving a valid public record request through the United States Postal System:
 - a. LMHA employees shall promptly process requests.
 - b. Requestors shall be charged the postage fees and the cost of the envelope required to properly send the requested records through the mail.

B. Written or verbal requests for copies made by the public records requester or their designee

shall be processed in the same manner as mailed requests.

Response and Denials

A. Requests for inspection and/or copies of public records, which are not maintained by the LMHA shall be processed in the following manner:

1. If the LMHA receives a request for a record that it does not maintain, or the request is for a record which is no longer maintained, the requestor shall be so notified in writing (see Attachment B) that one of the following applies:
 - a. Their request involves records that have never been maintained by the LMHA;
 - b. Their request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable Record Retention and Disposition policy;
 - c. Their request involves a record that has been disposed of pursuant to an Application of the One-Time Records Disposal policy;
 - d. If the requested record is not used or maintained by the LMHA, the requestor shall be notified that, in accordance with Ohio Revised Code Section 149.40, the LMHA is under no obligation to create records to meet public record requests.

B. Ambiguous or Overly Broad Request for Public Records

If a requestor makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records such that the Assistant Director cannot reasonably identify what public records are being requested:

1. The LMHA may deny the request.
2. However, the LMHA shall provide the requestor with an opportunity to revise the request by informing the requestor of the manner in which records are maintained by the LMHA in the ordinary course of business. (R.C. 149.43(B)(2)).

C. Denial of a Record Maintained by the LMHA

The LMHA may deny request for a record maintained by the Housing Authority if:

1. The record that is requested is prohibited from release due to applicable state or federal law.
 - a. Employees of the LMHA shall consult legal counsel if they are unsure of whether the record requested should be withheld from disclosure.

- i. Employees may check the appropriate box on Attachment A if they are simply applying the statutory exclusion.
- ii. Otherwise, legal counsel will respond with the legal authority for a denial.

D. Redacting Exempted Records/Procedure

1. "Redaction" means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a "record" in section 149.011 of the Ohio Revised Code. (R.C. 149.43 (A)(11));
 - a. A redaction shall be deemed a denial of a request to inspect or copy the redacted information, except if federal or state law authorizes or requires a public office to make the redaction. (R.C. 149.43(B)(1)).
 - b. If a request is ultimately denied, in part or in whole, the LMHA shall provide the requester with an explanation, including legal authority, setting forth why the request was denied. (R.C. 149.43 (B)(3)).
2. If a public record contains certain information that is exempt from the duty to permit public inspection or to copy the public record, the LMHA shall make available of the information within the public record that is not exempt.
3. When making that public record available for public inspection or copying that public record, the LMHA shall notify the requester of any redaction or make the redaction plainly visible. (R.C. 149.43(B)(1)).
4. The releasing employee shall then reproduce a copy of the page with the redactions; the resulting copy shall be the page that is released to the requester.

Remedy

A. Grievances

1. If a person allegedly is aggrieved due to the inability to inspect a public record or due to the inability to receive a copy of the public record, the person shall be advised that they may:
 - a. Contact the Executive Director.
 - b. If the person is not satisfied after contacting the Executive Director, they shall

be advised that Ohio Revised Code section 149.43 provides a legal means for addressing their complaint in these disputes. (R.C. 149.43(C)(1)(2)).

V. Training and Education

The LMHA continues to update and address all education, training, disclosure, and policy requirements mandated by R.C. 109.43 and R.C. 149.43(E)(1)(2).

REQUEST FOR PUBLIC RECORDS

Attachment A

Date

Name of Requesting Party (Optional)

Street Address

City State Zip Code

Information Requested:

Information is to be _____ mailed. (Stamped self-addressed envelope provided)
_____ picked up personally.

Signature of Requesting Party (Optional)

CHARGES:

_____ pages at \$ _____ = \$ _____

_____ pages at \$ _____ = \$ _____

Other _____ = \$ _____

Total charge: \$ _____

(Forward payment and copy of receipt to Accounting Department)

Payment received by: _____

LMHA employee

Date

PUBLIC RECORDS ARE UNAVAILABLE
Attachment B

The Public Records you requested are not available:

- The request involves records that have never been maintained by the LMHA

- The request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable LMHA Schedules of Record Retention and Disposition (RC-2)

- The request involves a record that has been disposed of pursuant to an Application of the One-Time Record Disposal (RC-1)

- The request involves a record that does not exist. In accordance with ORC Section 149.40, the LMHA is under no obligation to create records to meet public records requests

- The requested record is prohibited from release due to applicable state or federal law.

LMHA Public Records Officer

Date

FOR WAIVER OF PUBLIC RECORD FEES

Attachment C

Documents requested:

Reason for request of Waiver of record fees:

Print Name: _____ Date: _____

Signature: _____ Phone number: _____

APPROVED: _____

DENIED: _____ REASONS: _____

Housing Authority Public Records Officer Signature: _____

Date: _____

RESOLUTION 13-2008

A RESOLUTION AMENDING THE LAKE METROPOLITAN HOUSING AUTHORITY'S ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Lake Metropolitan Housing Authority has an Administrative Plan for the Housing Choice Voucher Program; and,

WHEREAS, the members of the Lake Metropolitan Housing Authority have been recommended to amend said Administrative Plan so as to more efficiently and effectively operate the program; and,

WHEREAS, the members of the Lake Metropolitan Housing Authority hereby deem the proposed amendments to be in the best interests and general welfare of the Lake Metropolitan Housing Authority and the applicants/participants for whom Housing Choice Voucher assistance is provided.

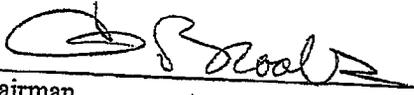
NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1: The Lake Metropolitan Housing Authority's Administrative Plan for the Housing Choice Voucher Program, Chapter 3, Section H will be and hereby is amended from its existing form as shown in Exhibit A to incorporate the additional paragraph to Chapter 3, Section H as shown in bold on Exhibit B attached hereto and incorporated herein regarding the notification of eligibility.

SECTION 2: It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption to the resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution shall go into at the earliest time allowed by law.

PASSED: March 11, 2008


Chairman

ATTEST:

Secretary

RESOLUTION 13-2008

EXHIBIT A

Chapter 3, Section H to read: After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled so that a voucher can be issued and the family can be oriented to the housing program.

RESOLUTION 13-2008
EXHIBIT B

Chapter 3, Section H to read: After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and current eligibility criteria in effect. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled so that a voucher can be issued and the family can be oriented to the housing program. **If the notice is returned by the post office with no forwarding address, a notice of denial will be sent to the family's address. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend one of the scheduled briefings will be denied assistance and removed from the waiting list.**

RESOLUTION 14-2008

A RESOLUTION AMENDING CHAPTER 9 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 9 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding fees and nonpayment penalties .

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 9, of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to incorporate the change to Paragraph I, Fees and Nonpayment Penalties as shown in **bold** on Exhibit B attached hereto and incorporated herein to provide for a new "late" date for payment of rent.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: March 11, 2008

Attest:


Secretary


Chairman

*This first appeared as Resolution # 45-2007 but was tabled at that time.
(12/13/07)*

EXHIBIT A

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant of designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security of pet deposits, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the tenant will be informed of the new deposit amount. However, the new deposit will not be collected until the old deposit (if any) is refunded.

Pet Deposit

The amount of the Pet Deposit is \$450.

H. RENT PAYMENTS

The tenant rent is due and payable at the PHA-designated location on the 14th of every month. If the 14th falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the 14th date of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 14th day of the month, a late fee of the \$20 will be charged.

A charge of \$5.00 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 14th of the month, the rent will be considered unpaid.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

If the PHA has not agreed to accept payment at a later date, a *Notice to vacate* will be issued for failure to pay rent.

EXHIBIT B

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant of designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security of pet deposits, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the tenant will be informed of the new deposit amount. However, the new deposit will not be collected until the old deposit (if any) is refunded.

Pet Deposit

The amount of the Pet Deposit is \$450.

H. RENT PAYMENTS

The tenant rent is due and payable at the PHA-designated location on the 7th of every month. If the 7th falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

L. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the 7th date of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 7th day of the month, a late fee of the \$20 will be charged.

A charge of \$5.00 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the 7th of the month, the rent will be considered unpaid.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

If the PHA has not agreed to accept payment at a later date, a *Notice to vacate* will be issued for failure to pay rent.

RESOLUTION 15-2008

A RESOLUTION AUTHORIZING LAKE METROPOLITAN HOUSING AUTHORITY TO BEGIN TO DISBURSE THE GSA TRAVEL ALLOWANCE PER DIEM TO TRAVELERS FOR AUTHORIZED TRAVEL.

WHEREAS, the Members of the Lake Metropolitan Housing Authority, upon recommendation of the Executive Director, have found and determined that the Lake Metropolitan Housing Authority is in need of authorizing travel allowances at the current GSA rate per diem for authorized travel so that the Lake Metropolitan Housing Authority may disburse the GSA rate per diem, and not require receipts to be returned if the traveler does not exceed the advanced per diem rate, and,

WHEREAS, a traveler will be reimbursed for any amount expended above the advanced GSA rate per diem, up to the amount authorized per the travel policy of Lake Metropolitan Housing Authority, so long as receipts and travel expense report is returned verifying additional expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. Lake Metropolitan Housing Authority is hereby authorized to disburse current GSA travel per diem rates and not require receipts if expenditures do not exceed this rate.

SECTION 2. Lake Metropolitan Housing Authority is hereby authorized to reimburse travelers for any amount expended above the disbursed GSA per diem rate, up to the amount authorized per the travel policy of Lake Metropolitan Housing Authority, so long as receipts and travel expense reports are presented verifying additional expenditures

SECTION 3. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4 This Resolution shall go into effect at the earliest time allowed under law.

Passed: March 11, 2008


Chairman

ATTEST:


Secretary

RESOLUTION 20 -2008

A RESOLUTION AUTHORIZING THE FINANCE DEPARTMENT TO ISSUE ACCOUNTS PAYABLE CHECKS WITH THE AUTO SIGNATURE FEATURE FOR RECURRING UTILITY BILLS AND MONTHLY CONTRACT EXPENSES OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have, upon recommendation of the Executive Director, found and determined that the Lake Metropolitan Housing Authority is in need of authorizing the Finance Department to issue accounts payable checks with the auto signature feature for recurring utility bills and monthly contract expenses in order to reduce the turn over time for payment of said bills to eliminate late fees and finance charges, and to reduce the number of checks that will require the signature of the Executive Director and/or the Board Members.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Finance Department be and hereby is authorized to issue accounts payable checks with the auto signature feature for recurring utility bills and monthly contract expenses. Bills that are auto signed will not exceed \$3,000 with exception to OMER-ESA (Health Insurance), MetLife (Dental Insurance), VSP (Vision Insurance), and Ohio Public Employees (Deferred Compensation). All bills paid in this manner shall continue to be reported on the monthly board report.

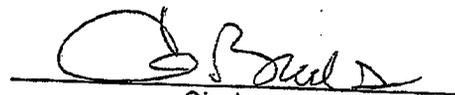
SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: March 11, 2008

Attest:


Secretary


Chairman

This Resolution first appeared q- # 12-2008 which was tabled on 2/12/08.

RESOLUTION 19 - 2008

A RESOLUTION AUTHORIZING LAKE METROPOLITAN HOUSING AUTHORITY TO BEGIN CAPITALIZING ANY ASSET PURCHASED FOR MORE THAN \$5,000.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have, upon recommendation of the auditor and the Executive Director, found and determined that the Lake Metropolitan Housing Authority is in need of capitalizing any asset purchased for more than \$5,000.00; and,

WHEREAS, Lake Metropolitan Housing Authority will continue to inventory and track purchase of all assets, the Authority will only depreciate the items that are over the \$5,000.00 threshold:

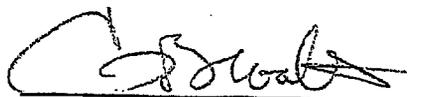
NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. Lake Metropolitan Housing Authority is hereby directed to inventory, capitalize and depreciate assets with a purchase price over \$5,000 in value.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3 This Resolution shall go into effect at the earliest time allowed under law.

Passed: March 11, 2008


Chairman

ATTEST:


Secretary

RESOLUTION 31-2008

A RESOLUTION AMENDING PARAGRAPH B, "TRAVEL AUTHORIZATION," OF ARTICLE XIV OF THE PERSONNEL POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined, upon the recommendation of the Executive Director and legal counsel, that the Lake Metropolitan Housing Authority is in need of amending Paragraph B regarding Travel Authorization of Article XIV of the Personnel Policy of the Lake Metropolitan Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

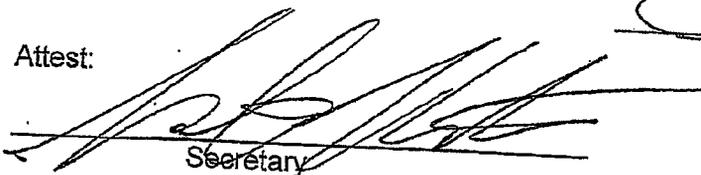
SECTION 1. That Article XIV of the Personnel Policy be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font style in Paragraph B, Travel Authorization, as shown on Exhibit B attached hereto and incorporated herein to allow the Executive Director to authorize travel for LMHA employees who will be attending job-related training seminars.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: April 10, 2008

Attest:


Secretary


Chairman

Exhibit A

Personnel Policy, Article XIV - Travel

Page 34

Paragraph B: Travel Authorization

The Director may authorize any employee to travel to any location within Lake County or any county contiguous thereto, or to Ohio Housing Authorities Conference meetings located within the state of Ohio.

All other travel shall be approved in advance by the Board by a resolution stating the names of the individuals authorized to travel.

Where exigent circumstances exist which require travel on an urgent basis, the Director may authorize travel prior to any meeting of the Board if, after consulting with such members of the Board as are then reasonably available by telephone or otherwise, the Director determines that material harm will come to LMHA and/or its programs if such travel is not immediately undertaken. The Director shall notify the Board, at or prior to its next regular or special meeting of such determination.

Exhibit B

Personnel Policy, Article XIV – Travel

Page 34

Paragraph B: Travel Authorization

The Director may authorize any employee to travel to any location within Lake County or any county contiguous thereto, or to Ohio Housing Authorities Conference meetings located within the state of Ohio.

~~All other travel shall be approved in advance by the Board by a resolution stating the names of the individuals authorized to travel.~~

~~Where exigent circumstances exist which require travel on an urgent basis, the Director may authorize travel prior to any meeting of the Board if, after consulting with such members of the Board as are then reasonably available by telephone or otherwise, the Director determines that material harm will come to LMHA and/or its programs if such travel is not immediately undertaken. The Director shall notify the Board, at or prior to its next regular or special meeting of such determination.~~

In addition, the Director may authorize any new or existing employee to travel outside of the state of Ohio for job-related, training seminars as long as those seminars allow for improvements in the performance of his/her duties, thereby benefitting the Agency and/or its programs, and the dollar amounts are within the most recent board-approved FY budget's staff training and travel line item. The Director shall report these training arrangements to the Board at the next regularly scheduled Board Meeting.

RESOLUTION 36-2008

A RESOLUTION AMENDING THE LAKE METROPOLITAN HOUSING AUTHORITY'S RECORD RETENTION POLICY.

WHEREAS, the Lake Metropolitan Housing Authority has a Records Retention Policy for the governance of record retention and disposition; and,

WHEREAS, the members of Lake Metropolitan Housing Authority intend to amend the Records Retention Policy to include the retention of operational and policy guidelines to be consistent with current regulations and federal law for the retention and disposition of Housing Choice Voucher Participant records; and,

WHEREAS, the Members of the Lake Metropolitan Housing Authority hereby deem the amendment to be in the best interests and general welfare of the Lake Metropolitan Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Lake Metropolitan Housing Authority amends the previous Records Retention Policy attached hereto as "Exhibit A" to include the information contained in "Exhibit B" attached hereto and incorporated herein.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into immediate effect.

Passed: May 13, 2008


Chairman

Attest:


Secretary

**EXHIBIT B FOR RESOLUTION 36-2008
HCV RECORDS RETENTION**

<u>DESCRIPTION OF RECORDS</u>	<u>SUGGESTED METHOD OF FILING</u>	<u>RECOMMENDED RETENTION</u>
Participant Files	Jeter File/Alphabetically	<p>During the term of each assisted lease and for three years thereafter, the PHA will maintain:</p> <p>Copy of lease, HAP contract, RFTA, Inspections, Lead Base Paint Reports, Rent Reasonableness, all records required By HUD, Verifications of income, racial, ethnic, gender, and disability status.</p> <p>In addition the PHA will maintain the "Initial" move in/lease up documentation for each participant until three years after termination from participation. And all demographic documentation such as: Birth Certificates, Social Security Cards, Photo ID's, Citizenship verifications, Marriage licenses, divorce decrees and Custodial documentation.</p>
Participant Debt Information	Binder	Disposal not recommended.

RESOLUTION 39-2008

A RESOLUTION CREATING THE POSITION OF ASSISTANT MAINTENANCE MECHANIC AND ADOPTING A JOB DESCRIPTION FOR THE POSITION.

WHEREAS, the Members of the Lake Metropolitan Housing Authority intend to create the position of Assistant Maintenance Mechanic effective May 14, 2008 and to adopt a wage of \$12.50/hour and the job description for the position, which description is attached hereto, incorporated herein, and marked Exhibit "A" and,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

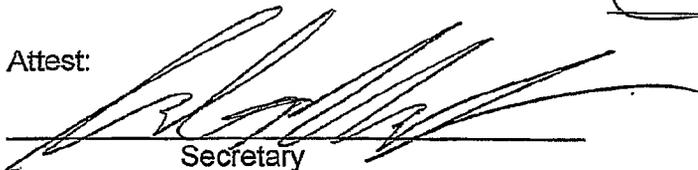
SECTION 1. The position of Assistant Maintenance Mechanic at a wage of \$12.50 per hour plus standard benefits be and hereby is created, effective May 14, 2008, and the job description attached hereto as Exhibit "A" is hereby adopted for the position.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: May 13, 2008

Attest:


Secretary

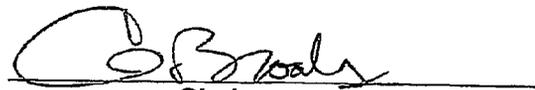

Chairman

EXHIBIT A FOR RESOLUTION 39-2008
ASSISTANT MAINTENANCE MECHANIC

DATE:

REVISED DATE: _____

POSITION GRADE: _____

REPORTS TO: Operations Manager

POSITION SUMMARY: This is a general classification for semi-skilled level maintenance employees. Work involves considerable and constant public contact, often under trying conditions. The Assistant Maintenance Mechanic is responsible for dressing for the weather, as some duties will be performed outside.

ESSENTIAL FUNCTIONS

1. Must practice safety precautions and be safety-conscious at all times.
2. Performs interior and exterior painting tasks such as preparing surfaces for painting by patching plaster/drywall holes, sanding, scraping or masking; and painting with brushes, rollers or sprayers.
3. Must be able to perform touch-up work or complete painting in either vacant or occupied units without supervision.
4. Performs spot or complete painting of metal surfaces for corrosion control, etc.
5. Performs such sheetrock repairs as mixing drywall compound; removing old or damaged drywall; installing and repairing drywall; and applying new 3-coat process. Must be able to corner bead and feather edges to match surrounding surfaces.
6. Performs required planned and corrective (repair) maintenance to building surfaces, fixtures, systems, and equipment.
7. Performs such carpentry work as replacing floor tiles, repairing carpet, and patching plaster walls and ceilings.

ESSENTIAL FUNCTIONS (Continued)

8. Performs basic masonry work such as patching cracked concrete, re-grouting ceramic tile, and sealing concrete and exterior brick walls.
9. Performs such plumbing tasks as clearing clogged drains and soil lines.

RELATED DUTIES AND RESPONSIBILITIES

1. Performs miscellaneous maintenance related tasks for a variety of situations as directed by the Operations Manager, such as servicing and/or repairing cleaning equipment; servicing and/or repairing vehicles; and repairing work tools and equipment.
2. Performs necessary manual labor to keep housing developments in a decent, safe, and sanitary condition.
3. Utilizes a wide range of powered and non-powered hand tools such as drills, sanders, sewage line cleaners, saws, hammers, pliers, screwdrivers, wrenches, oilers, and volt-ohm-amp meters.
4. Troubleshoots maintenance problems, using appropriate testing equipment.
5. Operates and makes all installations and repairs in accordance with local, state, and national codes.
6. Performs other duties that may be assigned by the Operations Manager.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of the principles, practices, tools and materials used in one or more building trades (i.e. carpentry, painting, drywall repair).
2. Knowledge of occupational hazards and necessary safety precautions which are applicable to building maintenance work.
3. Skilled in the use and care of common hand-tools required in building and equipment maintenance and construction work.
4. Ability to perform minor maintenance and repairs in one or more trades.
5. Ability to follow oral and written instructions.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES (continued)

6. Ability to perform tasks requiring moderately heavy manual work.
7. Ability to meet and deal tactfully and courteously with the public and to establish and maintain effective working relationships with other employees and superiors.
8. Must be able to work with and maintain confidential information on a regular basis.
9. Ability to read and interpret utility meters.

EDUCATION AND EXPERIENCE

1. Graduation from high school or GED desired.
2. Three years working experience in housing maintenance desired.
3. A combination of technical training and experience to meet the required knowledge, skills and abilities.
4. Must be able to read and write the English language.
5. Basic computer skills such as the use of the internet and Microsoft Outlook and Word.

SPECIAL REQUIREMENTS

1. Must possess and maintain a valid Ohio vehicle operator's license.
2. Must be bondable.
3. Ability to obtain EPA certification for the proper handling of refrigerants and other chemicals.
4. Must be in good health and physical condition, physically able to lift 50 pounds, climb, stoop, stand, carry, load, unload, move large items, and perform other related physical activities common to maintenance work.
5. Must demonstrate the attached competencies.

COMPETENCIES:

To perform this job successfully, an individual should demonstrate the following competencies:

Commitment: Sets high standards of performance; pursues aggressive goals and works hard/smart to achieve them; strives for results and success; conveys a sense of urgency and brings issues to closure; persists despite obstacles and opposition.

Customer Service: Meets/exceeds the expectations and requirements of internal and external customers; identifies, understands, monitors and measures the needs of both internal and external customers; talks and acts with customers in mind. Recognizes work colleagues as customers.

Effective Communication: Ensures important information is passed to those who need to know; conveys necessary information clearly and effectively orally or in writing. Demonstrates attention to, and conveys understanding of, the comments and questions of others; listens effectively.

Responsiveness and Accountability: Demonstrates a high level of conscientiousness; holds oneself personally responsible for one's own work; does fair share of work.

RESOLUTION 41-2008

A RESOLUTION AMENDING PARAGRAPH C, "WORK HOURS, LUNCH, AND REST PERIODS," OF ARTICLE IV OF THE PERSONNEL POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined upon the recommendation of the Executive Director and legal counsel that the Lake Metropolitan Housing Authority is in need of amending Paragraph C, "Work Hours, Lunch, and Rest Periods," of Article IV of the Personnel Policy of the Lake Metropolitan Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

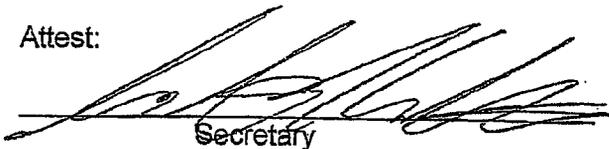
SECTION 1. That Article IV of the Personnel Policy be and hereby is amended from its existing form as shown in Exhibit A to incorporate the change to Paragraph C, "Work Hours, Lunch, and Rest Periods," as shown in **bold** on Exhibit B attached hereto and incorporated herein to provide for a change in the normal hours of employment for maintenance personnel of the Lake Metropolitan Housing Authority.

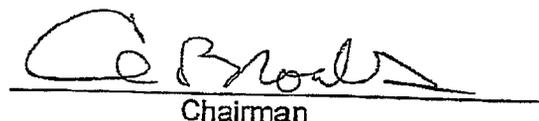
SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: June 10, 2008

Attest:


Secretary


Chairman

RESOLUTION 41-2008

A RESOLUTION AMENDING PARAGRAPH C, "WORK HOURS, LUNCH, AND REST PERIODS," OF ARTICLE IV OF THE PERSONNEL POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined upon the recommendation of the Executive Director and legal counsel that the Lake Metropolitan Housing Authority is in need of amending Paragraph C, "Work Hours, Lunch, and Rest Periods," of Article IV of the Personnel Policy of the Lake Metropolitan Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

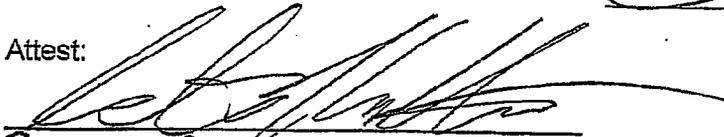
SECTION 1. That Article IV of the Personnel Policy be and hereby is amended from its existing form as shown in Exhibit A to incorporate the change to Paragraph C, "Work Hours, Lunch, and Rest Periods," as shown in **bold** on Exhibit B attached hereto and incorporated herein to provide for a change in the normal hours of employment for maintenance personnel of the Lake Metropolitan Housing Authority.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Tabled: May 13, 2008

Attest:


Secretary

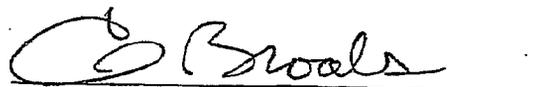

Chairman

Exhibit A

Personnel Policy, Article IV – Hours of Work

Page 9

Paragraph C: Work Hours, Lunch, and Rest Periods

The normal hours of employment for staff personnel shall be from 8:30 AM to 5:00 PM, Monday through Friday, with a one-hour lunch period and such rest periods as required by law.

The normal hours of employment for maintenance personnel shall be from 7:30 AM to 4:00 PM, Monday through Friday, with a one-half hour lunch period and such rest periods as required by law.

Exhibit B

Personnel Policy, Article IV – Hours of Work

Page 9

Paragraph C: Work Hours, Lunch, and Rest Periods

The normal hours of employment for staff personnel shall be from 8:30 AM to 5:00 PM, Monday through Friday, with a one-hour lunch period and such rest periods as permitted by the Executive Director.

The normal hours of employment for maintenance personnel shall be from 8:00 AM to 4:30 PM, Monday through Friday, with a one-half hour lunch period and such rest periods as permitted by the Executive Director.

INTEROFFICE MEMORANDUM

To: LMHA Staff
From: Steve Knotts
Date: January 28, 2008
Subject: Lunch and Breaks

It has been brought to my attention that some folks are taking breaks very late in the day (i.e. 4:30 PM) and that some may be longer than the allotted 15-minute time period.

We are all professionals here, and taking a break is an important part of being productive. Since this allows us to have a rest period in the morning and afternoon, I do not feel it is unreasonable to request that you schedule your regular breaks at the mid-point of each work period. Therefore, the morning break should occur sometime between 9:30-10:30 AM, and the afternoon break should be taken sometime between 2:30-3:30 PM. If you are with a client, the above-noted times can be modified as long as you have notified your supervisor.

() Also, please be aware that the length of each break should only be 15 minutes.

RESOLUTION 52-2008

A RESOLUTION AMENDING CHAPTER 11 OF THE LAKE METROPOLITAN HOUSING AUTHORITY'S ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Lake Metropolitan Housing Authority has found and determined that it is necessary to amend Chapter 11 of the Administrative Plan of the Lake Metropolitan Housing Authority regarding owners' requests for rent adjustments.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. Chapter 11 of the Lake Metropolitan Housing Authority's Administrative Plan for the Housing Choice Voucher Program be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~ and the language to remain retains the existing font style reflected in the exhibit as Chapter 11, Paragraph G, Owner Payment in the Premerger Regular Certificate Program, to allow the agency to discontinue sending out landlord notices as shown in Exhibit B as the revised Chapter 11, Paragraph G attached hereto and incorporated herein .

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into immediate effect.

Passed: June 10, 2008


Chairman

ATTEST:


Secretary

EXHIBIT A

CHAPTER 11:

SECTION G: OWNER PAYMENT IN THE PREMERGE REGULAR CERTIFICATE PROGRAM [24CFR 982.502 (d), 982.519, 982.520]

The HUD regulations relating to owner rent adjustments applicable to the Regular Tenancy Program will be used until the HAP Contract is no longer effective which will be no later than the second regular reexamination of the family after the merger date.

~~The PHA will notify owners of their right to request a rent adjustment.~~

Owners must request a rent increase in writing. Any increase will be effective the later of (1) the anniversary date of the contract, or (2) at least 60 days after the owner's request is received.

The approval of disapproval decision regarding the adjustment will be based on HUD-required calculations and rent reasonableness determination. The adjustment may be an increase or a decrease.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment.

For terminations of Premerger Regular Certificate HAPS, see "Contract Terminations" chapter.

To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the annual anniversary date.

The rent to owner for a unit will not be increased at the annual anniversary date, unless the owner has complied with all requirements of the HAP contract, including the compliance with HQS.

EXHIBIT B

PARAGRAPH 11:

SECTION G: OWNER PAYMENT IN THE PREMERGE REGULAR CERTIFICATE PROGRAM [24CFR 982.502 (d), 982.519, 982.520]

The HUD regulations relating to owner rent adjustments applicable to the Regular Tenancy Program will be used until the HAP Contract is no longer effective which will be no later than the second regular reexamination of the family after the merger date.

Owners must request a rent increase in writing. Any increase will be effective the later of (1) the anniversary date of the contract, or (2) at least 60 days after the owner's request is received.

The approval of disapproval decision regarding the adjustment will be based on HUD-required calculations and rent reasonableness determination. The adjustment may be an increase or a decrease.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment.

For terminations of Premerger Regular Certificate HAPS, see "Contract Terminations" chapter.

To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the annual anniversary date.

The rent to owner for a unit will not be increased at the annual anniversary date, unless the owner has complied with all requirements of the HAP contract, including the compliance with HQS.

RESOLUTION 59-2008

A RESOLUTION AMENDING CHAPTER 9 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 9 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding lease requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

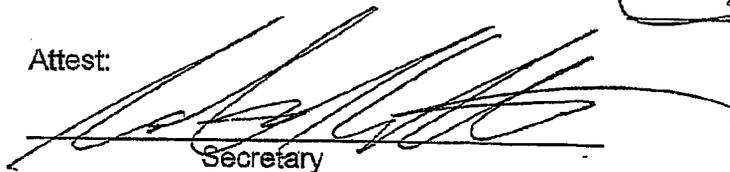
SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 9, of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for new lease terms.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary

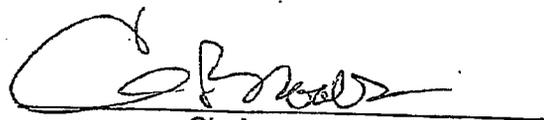

Chairman

EXHIBIT A

Admissions and Continued Occupancy Policy – Chapter 9

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month term with the following exception: LMHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4)

EXHIBIT B

Admissions and Continued Occupancy Policy – Chapter 9

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will ~~renew automatically for 12-month term~~ **shall be automatically renewed for successive terms of one (1) month each, commencing on the first and ending on the last calendar day of each successive month unless otherwise sooner terminated by LMHA or Tenant, with the following exception: LMHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4)**

RESOLUTION 60-2008

A RESOLUTION AMENDING CHAPTER 7 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 7 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding verification of zero income status.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 7, of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that newly added language is shown as **bold** and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for verification of zero income status via the Enterprise Income Verification System.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary

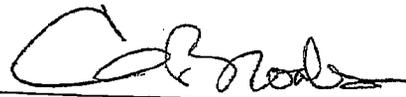

Chairman

EXHIBIT A

ACOP Chapter 7 – Section E. (page 7-7)
Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI etc. are not being received by the household.

The PHA will request information from the IRS.

EXHIBIT B

ACOP Chapter 7 – Section E. (page 7-7)
Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI etc. are not being received by the household.

The PHA will request information from the IRS. **This shall be done through the EIV (Enterprise Income Verification System).**

RESOLUTION 61-2008

A RESOLUTION AMENDING CHAPTER 9 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 9 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding pet deposits.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 9, Section G of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for consistency between LMHA Pet Policy and the Admissions and Continued Occupancy Policy.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary



Chairman

EXHIBIT A

Admissions and Continued Occupancy Policy – Chapter 9

Section G. Pet Deposit

The amount of the Pet Deposit is \$450.00

EXHIBIT B

Admissions and Continued Occupancy Policy – Chapter 9
Section G. Pet Deposit

The amount of the Pet Deposit is ~~\$450.00~~ \$250.00 for pets other than fish or birds. Tenants who use an aquarium greater in size than 2 gallons must pay a refundable pet deposit in the amount of \$100. The tenant must provide LMHA with a refundable pet deposit in the amount of \$250.00, which is in addition to the normal security deposit. Payment of this deposit must be paid in full before the pet may be allowed to reside in the dwelling unit.

RESOLUTION 62-2008

A RESOLUTION AMENDING CHAPTER 9 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 9 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding failed inspections.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 9, Section M of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for the serving of a lease violation notice due to a failed inspection.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary

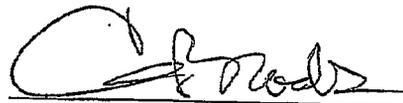

Chairman

EXHIBIT A

Admissions and Continued Occupancy Policy – Chapter 9

Section M. Annual Inspections (pg. 9-8)

- Residents who repeatedly “fail” the inspection or cause excessive damage to the unit may be in violation of their lease. Residents who are in violation of their lease due to repeated (more than once) failed inspections will be scheduled for a lease violation conference.

EXHIBIT B

Admissions and Continued Occupancy Policy – Chapter 9

Section M. Annual Inspections (pg. 9-8)

- Residents who repeatedly "fail" the inspection or cause excessive damage to the unit ~~may be~~ are in violation of their lease. Residents who are in violation of their lease due to ~~repeated~~ a failed inspections will be ~~scheduled for a lease violation conference~~ **served with a thirty day notice to vacate, which will provide for time to cure. On or before the date that the notice expires, the PH Manager will conduct a follow up inspection. If the unit is not in decent, safe and sanitary condition during the follow up inspection, the tenant will be served with a three (3) day notice to vacate. If on the other hand the unit is in decent, safe and sanitary condition, the thirty (30) day notice will be canceled.**

RESOLUTION 63-2008

A RESOLUTION AMENDING CHAPTER 8 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 8 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding security deposits.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

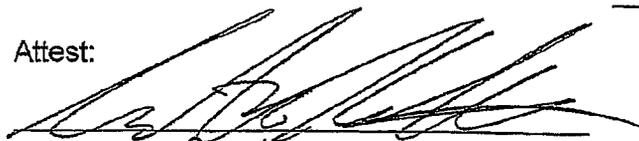
SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 8, Section A of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for payment of security deposits.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary



Chairman

EXHIBIT A

Admissions and Continued Occupancy Policy
Chapter 8, Section A. Security Deposits

The family will be required to pay a new deposit in full and upon acceptance of a unit will be informed of the manner in which it is to be paid. Security deposits will always be transferred from the losing development to the gaining development minus and damage or cleaning charges applicable to the losing unit.

EXHIBIT B

Admissions and Continued Occupancy Policy
Chapter 8, Section A. Security Deposits

The family will be required to pay ~~a new deposit~~ **any additional monies due on a security deposit, based on current circumstances**, in full and upon acceptance of a unit and will be informed of the manner in which it is to be paid. Security deposits will always be transferred from the losing development to the gaining development minus and damage or cleaning charges applicable to the losing unit.

RESOLUTION 64-2008

A RESOLUTION AMENDING CHAPTER 9 OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 9 of the Admissions and Continued Occupancy Policy of the Lake Metropolitan Housing Authority regarding security deposits.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 9, Section G of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for payment of security deposits.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary

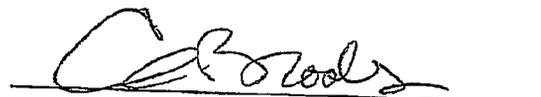

Chairman

EXHIBIT A

Admissions and Continued Occupancy Policy
Chapter 9, Section G. Security Deposits

If the tenant transfers to another unit, the PHA will refund the security deposit, less damages, and collect a new deposit, using the current information.

EXHIBIT B

Admissions and Continued Occupancy Policy
Chapter 9, Section G. Security Deposits

If the tenant transfers to another unit, the PHA will ~~refund the security deposit~~ **conduct a unit inspection prior to the transfer to determine if there are any tenant damages beyond normal wear and tear. If this is the case, the PHA will require that the tenant pay for these damages as well as the additional amount (if applicable) due on the new security deposit that is based on current information prior to the transfer.**

RESOLUTION 65-2008

A RESOLUTION AMENDING CHAPTER 18 OF THE ADMINISTRATIVE PLAN FOR THE LAKE METROPOLITAN HOUSING AUTHORITY'S HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Members of the Lake Metropolitan Housing Authority have found and determined that it is necessary to amend Chapter 18 of the Administrative Plan for the Lake Metropolitan Housing Authority's Housing Choice Voucher Program regarding the guidelines for payment agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. Section E of Chapter 18 of the Administrative Plan for the Lake Metropolitan Housing Authority's Housing Choice Voucher Program be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to provide for compliance with the guidelines found within the Cognitive Promissory Note when HCV Program participants default on the repayment agreement.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008

Attest:


Secretary



Chairman

Exhibit A

Chapter 18:

Section E. Guidelines For Payment Agreements [CFR 982.552 © (v-vii)]

Payment agreements will be executed between the PHA and the head of household and spouse.

The Payment Agreement must be executed by the Executive Director or their designee.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Program Manager.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the PHA:

If a Payment Agreement is in arrears more than 60 days, any new debts must be paid in full.

Exhibit B

Chapter 18:

Section E. Guidelines For Payment Agreements [CFR 982.552 © (v-vii)]

Payment agreements will be executed between the PHA and the head of household and spouse.

The Payment Agreement must be executed by the Executive Director or their designee.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Program Manager.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the PHA:

- If a Payment Agreement is in arrears more than 60 days, any new debts must be paid in full.

The PHA will follow the guidelines within the cognitive promissory note when participants default on the repayment agreement.

COGNOVIT PROMISSORY NOTE

For value received, I promise to pay to the Lake Metropolitan Housing Authority, hereinafter "LMHA" the sum of _____ (\$_____.00), until paid in accordance with the following. I promise to make payments to the LMHA on a deferred payment schedule of _____ (\$_____.00) per month with the first payment of _____ (\$_____.00) due on the _____ day of _____, 200____, and each additional payment due on the _____ day of each month thereafter, until the total sum owed is paid in full. The total sum owed, together with all accrued and unpaid interest thereon, unless accelerated, shall be due and payable on the _____ day of _____, 200____. **Payments must be made by certified check or money order payable to LMHA and sent to 189 First Street, Painesville, Ohio 44077, or such other offices as the Holder may direct in writing so as to reach the office on the due date.**

Upon failure to make any such installment payment, or the entire Note when due, LMHA shall provide me with a written notice of apparent default. If I fail to cure the apparent default, to the satisfaction of the Holder within 30 days receipt of said notice, LMHA may, at its sole option, immediately declare a default and accelerate the entire unpaid amount, together with interest on this amount at the rate of ten percent (10%) per annum, from the date of this Note. I hereby empower any attorney of record within the United States or elsewhere then to appear for me and confess judgment without prior hearing against me in favor of LMHA, or the Holder, for the unpaid balance due, together with interest at the rate of ten percent (10%) per annum, reasonable attorney's fees and costs of suit thereon. I irrevocably submit to the jurisdiction of any state or Federal court sitting in the State of Ohio over any suit, action or proceeding arising out of this Note. I hereby release all errors and waive all right of appeal. The provisions of this Note shall be construed and enforced in accordance with laws of the State of Ohio as the same may be in effect from time to time. Any objection to venue in Lake County, Ohio is hereby waived. Stay of execution is hereby waived, and no benefit or exemption will be claimed under and by virtue of any exemption is hereby waived, and no benefit or exemption will be claimed under and by virtue of any exemption law now in force or which may hereinafter be passed. Presentment, demand, protest, notice of dishonor and notice of non-payment is hereby waived by the undersigned and each endorser of this Note. The authority and power to appear for and enter judgment against me shall not be exhausted by one or more exercises thereof or by any imperfect exercise thereof or by any imperfect exercise thereof and shall not be extinguished by any judgment entered pursuant thereto. Such authority may be exercised on one or more occasions or from time to time in the same or different jurisdictions as often as the Holder shall deem necessary or desirable, for all of which this Note shall be a sufficient warrant. I also state that this Promissory Note authority confession of judgment was not executed by me as a buyer under Chapter 13 of the Ohio Revised Code.

I hereby agree that I owe the amount stated above as a result of my occupancy at, and that the debt is the result of the following program violation(s):

I hereby waive any defense I might have to the above referenced debt and I hereby waive any rights that I may have to a hearing under the appropriate CFR citations, including but not limited to, Section 8 Certificate and Voucher programs 24 CFR 982.552; Public Housing Programs 966 and Indian Housing Programs 950.340, regarding said debt. I understand that this Notice is a legal document affecting my rights and that I may consult an attorney prior to the execution of this Note.

I understand that default under the terms of this Note will also result in the following actions:

- (1) The unpaid balance, interest, costs and attorney's fees will be entered as a Confessed Judgment against me and the Judgment may be turned over to a collection agency.
- (2) The Judgment will be reflected on my credit report.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Witness _____

Debtor/Promisor
(Signature) _____

Tenant File Number _____

Name (Printed) _____

Social Security Number _____

Program: _____ Voucher
 _____ Mod Rehab
 _____ Other

Address _____

Telephone Number _____

ACKNOWLEDGEMENT

State of Ohio, Lake County, to-wit: -

I hereby certify, that on this the ____ day _____, 200____, before the subscriber, Notary Public of the State of Ohio, in and for Lake County, personally appeared _____ and acknowledged the foregoing Cognovit Promissory Note to be his/her act.

(Notary Seal)

Notary Public _____

Name of Notary Public (Printed) _____

My Commission Expires: _____

REPAYMENT AGREEMENT

I, _____ and I, _____ do hereby agree that I/we owe the Lake Metropolitan Housing Authority, hereinafter referred to as LMHA, the amount of \$ _____ .00 as a result of my/our occupancy at _____ in _____ Ohio. This debt is the result of the following program violation(s): _____

I/We have made a payment of \$ _____ .00 towards this debt today or I/we will make a payment of \$ _____ .00 towards this debt by _____, 200____. I/We agree to pay LMHA \$ _____ .00 per month until the balance is paid in full. My/Our monthly payments will be due on the _____ day of _____, 200____. So long as I/we make the scheduled payments on time and in full, the unpaid balance will not bear interest. If I/we are late with a payment, miss a payment and/or fail to make a full payment, then LMHA may assess interest on the unpaid balance at the rate of 10% per year. The interest may be calculated and compounded monthly and LMHA may demand repayment of the entire balance at once.

I have read the "Repayment Agreement Policy" below and agree that any failure to abide by, and perform the stated actions above, this Repayment Agreement may result in the enforcement of any or all of the actions listed in the Repayment Agreement Policy below.

Signature of Participant

Signature of Participant

Date

Date

Address

Phone

Witness Signature

Date

REPAYMENT AGREEMENT POLICY

It is the policy of Lake Metropolitan Housing Authority, hereinafter referred to as LMHA, not to provide Rental Assistance through the Section 8 Program or Public Housing to any member of any family who owes money to LMHA, unless the debt owed has been repaid in full or is being repaid under the terms of a Repayment Agreement when payment(s) are due.

A minimum down payment of 17% to 33% of the total amount due is required as stated in a Repayment Agreement when such agreement is executed. Monthly payment amounts will take family income into account, but a reasonable short repayment period will be required. So long as payments are made when due, in full, an applicant and/or tenant will be considered in good standing with LMHA, but if a payment is late or is missed, regardless of whether previous payments were late or were missed, LMHA may do one of the following:

1. Remove a Section 8 and/or Public Housing applicant from any waiting list, and suspend any application which is pending;
2. Terminate any rental assistance to Section 8 tenant(s) and terminate the Housing Assistance Contract;
3. After two or more payments are not made when due, or if the entire amount plus interest is demanded and has not been paid within thirty (30) days of the demand, LMHA may take any lawful collection action- including filing suit to recover judgement for the amount due plus interest and court costs, and may thereafter execute on such judgement via attachments, wage garnishments or other lawful means.

RESOLUTION 67-2008

**A RESOLUTION ADOPTING NEW EQUAL EMPLOYMENT OPPORTUNITY/
NONDISCRIMINATION POLICIES TO SUPERSEDE THOSE
CORRESPONDING EXISTING POLICIES AND ANY ACCOMPANYING
RESOLUTIONS OF THE LAKE METROPOLITAN HOUSING AUTHORITY**

WHEREAS, the Members of the Lake Metropolitan Housing Authority, upon the recommendation of the Executive Director and legal counsel of the Lake Metropolitan Housing Authority, have reviewed and do approve of new Equal Employment Opportunity/Nondiscrimination Policies, copies of which are attached hereto.

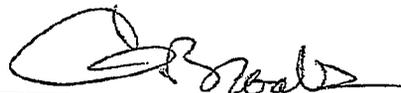
NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Equal Employment Opportunity/Nondiscrimination Policies attached hereto of even date herewith be and hereby are adopted to supersede those corresponding existing policies and any accompanying resolutions of the Lake Metropolitan Housing Authority.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: July 8, 2008



Chairman

Attest:


Secretary

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

SECTION 2
EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- 2.01 Non-Discrimination
- 2.02 Americans With Disabilities Act
- 2.03 Discriminatory Harassment
- 2.04 Equal Employment Opportunity/
Anti-Discrimination Complaint Procedure
- 2.05 Disability Accommodation

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

NON-DISCRIMINATION

SECTION 2.01
PAGE 1 OF 3

- A. The Housing Authority is an equal opportunity employer. No personnel decisions concerning any term or condition of employment shall be unlawfully based upon an individual's race, color, religion, sex, national origin, age, or disability.
- B. The Assistant Director is the Housing Authority's EEO/ADA Coordinator. The EEO/ADA Coordinator is responsible for providing information regarding antidiscrimination employment laws to employees and applicants, and for reviewing and resolving complaints involving alleged discrimination.
- C. The EEO/ADA Coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts to prevent unlawful discrimination in the workplace. The EEO/ADA Coordinator shall maintain responsibility in regard to offering equal opportunity to each employee or job applicant and for attempting to resolve discrimination complaints not personally involving the Coordinator.
- D. No inquiry shall be made prior to employment regarding the applicant's race, color, age, religion, sex, national origin, or disability, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information is a voluntary action on the applicant's part.
- E. It is the policy of the Housing Authority to comply fully with all federal, state, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing.
- F. Housing Authority employees shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, or marital status in the leasing,

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

NON-DISCRIMINATION

SECTION 2.01

PAGE 2 OF 3

rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

- G. Posters and housing information shall be displayed in locations throughout the Housing Authority's office in such a manner as to be easily readable from a wheelchair.
- H. Housing Authority employees shall not, on account of race, color, sex, religion, familial status, disability, national origin, or marital status:
1. deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 2. provide housing that is different from that provided to others;
 3. subject a person to segregation or disparate treatment;
 4. restrict a person's access to any benefit enjoyed by others in connection with the housing program;
 5. treat a person differently in determining eligibility or other requirements for admission; or
 6. deny a person access to the same level of services.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

NON-DISCRIMINATION

SECTION 2.01
PAGE 3 OF 3

- I. It is the policy of the Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, Housing Authority employees shall make every reasonable effort to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

Original Adoption Date: _____ Revision Date: _____

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

AMERICANS WITH DISABILITIES ACT

SECTION 2.02
PAGE 1 OF 2

- A. Employment: The Housing Authority supports the intent and purposes of the Americans with Disabilities Act (ADA) and will not discriminate against qualified individuals with disabilities because of the disability of such individual in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. Accessible Features: The Housing Authority shall maintain in operable working order all features of facilities and equipment which are for the use, benefit, aid, or service of the public, in a manner in which is readily accessible to and usable by persons with disabilities.
- C. Accessible Facilities: Each service, program, and activity shall be operated in a manner that, when viewed in its entirety, shall be readily accessible to and usable by individuals with disabilities.
- D. Accessible Communications: The Housing Authority shall ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.
- E. Information: The Housing Authority shall ensure that all interested persons (including those with impaired vision or hearing) can obtain information on the existence and location of accessible services, activities, and facilities.
- F. Fundamental Alteration/Undue Burden: Notwithstanding the above commitments to accessibility, taking action to achieve accessibility is not required when it would result in a fundamental alteration in the nature of a service, program, or activity, or cause undue financial or administrative hardships.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

AMERICANS WITH DISABILITIES ACT

SECTION 2.02
PAGE 2 OF 2

- G. EEO/ADA Coordinator: The EEO/ADA Coordinator (see Section 2.01) shall be responsible for:
1. providing information about the ADA to employees and others; and
 2. receiving and resolving complaints involving non-accessibility of services, programs, or facilities and alleged discrimination against disabled individuals.
- H. Complaint/Comment Procedure: Complaints, comments, or questions regarding the Housing Authority's compliance with the ADA should be filed in accordance with the Discrimination Complaint Procedure contained in Section 2.04 of this manual.

Original Adoption Date: _____ Revision Date: _____

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY AND PROCEDURE MANUAL

DISCRIMINATORY HARASSMENT

SECTION 2.03

PAGE 1 OF 5

POLICY

It is the policy of the Lake Metropolitan Housing Authority that all employees should be able to enjoy a work environment and a job site free from all forms of discrimination, including gender-based discrimination due to sexual harassment.

PROCEDURE

- A. Discriminatory harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee shall be subjected to any type of harassing conduct based upon the employee's race, color, sex, religion, national origin, age, disability, or protected activity.
- B. 1. Sexual harassment is a specific type of discriminatory harassment. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which therefore interferes with work effectiveness.
2. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is a form of sex discrimination. Sexual harassment may include, but is not limited to:
- a. Repeated offensive sexual flirtations, advances, or propositions.
 - b. Continued or repeated verbal abuse of a sexual nature.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY AND PROCEDURE MANUAL

DISCRIMINATORY HARASSMENT

SECTION 2.03
PAGE 2 OF 5

- c. Graphic or degrading verbal comments about an individual or the individual's appearance.
 - d. The display of sexually suggestive objects or pictures.
 - e. Any offensive or abusive physical contact.
3. No employee of the Lake Metropolitan Housing Authority shall imply or threaten that an applicant or an employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.
- C. It is the policy of the Lake Metropolitan Housing Authority to discipline, up to and including discharge, any employee found to have engaged in any type of discriminatory treatment, including sexual harassment.
- D. Responsibility
1. It is the responsibility of all employees to aid the Employer in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervisors and managers, to immediately report any instances of discriminatory harassment to the proper authority. Any employee who observes any conduct that may constitute discriminatory harassment of a co-worker, but fails to report same, may be subject to disciplinary action.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY AND PROCEDURE MANUAL

DISCRIMINATORY HARASSMENT

SECTION 2.03
PAGE 3 OF 5

2. It is further the responsibility of each supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
3. It is the responsibility of management to maintain an environment free from discriminatory harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing discriminatory harassment, the complaint and reporting procedures, the proper methods of investigating complaints of discriminatory harassment, and the disciplinary procedure regarding discriminatory harassment.
4. Management shall also ensure that all employees are aware of this policy and will ensure that all employees receive sufficient training to maintain an environment free from discriminatory harassment. Additionally, each newly-hired employee will receive training on this policy as a part of his employee orientation.

E. Complaint Procedure

1. Employees who believe they have been the subject of discriminatory harassment should report the alleged act immediately. All information disclosed shall be held in strictest confidence to the extent allowed by law, and otherwise will only be revealed on a need-to-know basis in order to investigate and resolve the matter.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY AND PROCEDURE MANUAL

DISCRIMINATORY HARASSMENT

SECTION 2.03
PAGE 4 OF 5

Step 1: Employees who believe they have been the subject of discriminatory harassment should report the alleged act immediately to their immediate supervisor. If the immediate supervisor is the subject of the complaint, or if the employee is uncomfortable reporting the act to her supervisor, the employee may report the act to the Executive Director or any other member of management.

Step 2: The individual alleging the harassment will be asked to complete a written statement outlining the nature of the complaint. The complaint will be investigated even if the individual alleging harassment refuses to fill out a written statement.

Step 3: Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall, to the extent possible, be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

Step 4: If the investigation reveals that the complaint is valid, prompt remedial action designed to stop the harassment immediately and to prevent its recurrence will be taken. Any employee who is found, after appropriate investigation, to have engaged in harassment shall be subject to disciplinary action, up to and including termination.

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY AND PROCEDURE MANUAL

DISCRIMINATORY HARASSMENT

SECTION 2.03
PAGE 5 OF 5

2. Determining whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect, requires an investigation of all facts in the matter. Given the nature of this type of discrimination, it is also recognized that false accusations of discriminatory harassment can have serious effects upon innocent individuals. All employees of the Lake Metropolitan Housing Authority shall act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all.

3. The same conditions and rules apply as they may relate to discriminatory harassment of a resident or citizen by an employee at the work place. Any acts of discriminatory harassment towards a resident must be reported to the shift supervisor, and documented by any witnessing employee, prior to the end of the applicable shift.

Original Adoption Date: _____ Revision Date: _____

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

EQUAL EMPLOYMENT OPPORTUNITY/
ANTI-DISCRIMINATION COMPLAINT PROCEDURE

SECTION 2.04
PAGE 1 OF 2

POLICY

- A. Any person may file a complaint if the individual believes:
1. An employee has illegally discriminated against the individual under any state or federal anti-discrimination law, including a violation of the ADA or conduct involving sexual harassment.
 2. A Housing Authority program, service, or facility is not accessible to disabled individuals.

PROCEDURE

- A. All complaints alleging illegal discrimination shall be filed on the EEO/Anti-Discrimination Complaint Form contained in this manual. Complaints shall be filed within a reasonable period of time following the incident which gave rise to the complaint.
- B. Complaints shall be filed with the EEO/ADA Coordinator. The EEO/ADA Coordinator shall investigate all complaints and respond to the complainant as soon as the investigation is completed. If the EEO/ADA Coordinator is the subject of the discrimination complaint, the complaint may be filed with the Executive Director or the Chairperson of the Board.
- C. When reviewing employment discrimination complaints alleging a violation of the ADA, EEO/ADA Coordinator will determine whether the complainant is a "qualified person with a disability," whether the Employer may have discriminated

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

EQUAL EMPLOYMENT OPPORTUNITY/
ANTI-DISCRIMINATION COMPLAINT PROCEDURE

SECTION 2.04
PAGE 2 OF 2

against the complainant, and if so, whether the Employer can "reasonably accommodate" the complainant or otherwise resolve their complaint.

- D. Any employee who has been found by the Employer, after appropriate investigation, to have committed an act of illegal discrimination against another employee, job applicant, or other person in their capacity as an employee at the Housing Authority, will be subject to appropriate disciplinary action.
- E. Non-employees found to have committed an act of illegal discrimination against an employee in the workplace will be dealt with appropriately as allowed by law.
- F. If any program, service, or facility is found to be non-accessible to disabled individuals, the Employer shall take appropriate steps to achieve accessibility according to the law.

Original Adoption Date: _____ Revision Date: _____

LAKE METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL

DISABILITY ACCOMMODATION

SECTION 2.05
PAGE 1 OF 1

Any employee who is a qualified individual with a disability, and who is in need of a reasonable accommodation in order to perform the essential functions of his/her job, must identify that need to the Executive Director at the earliest possible time.

Upon receipt of such request, the Executive Director will meet with the employee to discuss the expressed need, and will then determine whether the employee, with a reasonable accommodation, if necessary, would be able to perform the essential functions of the job, including regular and punctual attendance.

If the accommodation is reasonable, and does not pose an undue hardship on the Housing Authority, and will enable the employee to perform all of his/her essential functions, including regular and punctual attendance, the Employer will make that accommodation.

If no reasonable accommodation can be made, the employee will be offered any lesser available vacant position provided the employee can perform the essential functions of said position with a reasonable accommodation, if necessary.

If no accommodation can be made, the Executive Director will discuss with the employee those options that may be available, including, but not limited to:

1. use of available paid leave
2. PERS disability retirement
3. disability separation

Original Adoption Date: _____ Revision Date: _____

RESOLUTION 81-2008

A RESOLUTION AMENDING THE PERSONNEL POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY REGARDING EXISTING FEDERAL TRAVEL REIMBURSEMENT RATES.

WHEREAS, the Lake Metropolitan Housing Authority has an approved Personnel Policy, and,

WHEREAS, said Personnel Policy needs to be amended and revised to comply with existing federal travel reimbursement rates as established by the Internal Revenue Service.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. Article XIV, Section D of the Personnel Policy of the Lake Metropolitan Housing Authority be amended to read, in part, "Expense for the use of personal automobiles shall be reimbursed at the current GSA rate per mile actually traveled, but shall not exceed the cost of travel to the same destination by common air-carrier."

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed: September 9, 2008



Chairman

Attest:



Secretary

RESOLUTION 84-2008

A RESOLUTION AMENDING THE LAKE METROPOLITAN HOUSING AUTHORITY'S ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Executive Director of the Lake Metropolitan Housing Authority has determined and recommended that it is necessary to amend Chapter 10 of the Administrative Plan for the Lake Metropolitan Housing Authority's Housing Choice Voucher Program in order to provide proper notice to landlords and participants of the program regarding Housing Quality Standards (HQS) Inspections.

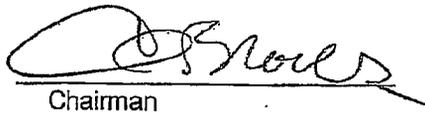
NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY BOARD, THAT:

SECTION 1. Section I of Chapter 10 of the Administrative Plan for the Lake Metropolitan Housing Authority's Housing Choice Voucher Program be and hereby is amended from its existing form as shown in Exhibit A to read in such a way that the existing language to be removed from Exhibit A is shown as ~~stricken~~, newly added language is shown as **bold**, and the language to remain retains the existing font and format style as depicted in Exhibit B attached hereto and incorporated herein to allow for the mailing of an appointment letter within two (2) days from the owner's notification that the repairs have been completed on an abated unit.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall go into immediate effect.

Passed: October 14, 2008


Chairman

ATTEST:

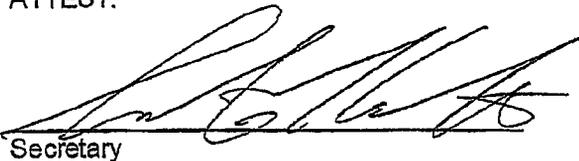

Secretary

EXHIBIT A

Chapter 10

Section I: CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)
[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days, depending on the nature of the repair(s) needed.

The PHA will inspect abated units within 2 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The Notice of Abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

EXHIBIT B

Chapter 10

Section I: CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from ~~the day after the date of the failed inspection~~ **the first day of the month following the first failed re-inspection.** ~~The notice is generally for 30 days, depending on the nature of the repair(s) needed.~~ **Generally not more than 30 days will be allowed for the correction, unless an extension has been requested and granted.**

~~The PHA will inspect abated units within 2 days of the owner's notification that the work has been completed.~~

The PHA will re-inspect abated units within five (5) business days of receipt of the owner's notification that repairs have been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The Notice of Abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

RESOLUTION 85-2008

A RESOLUTION AMENDING THE LAKE METROPOLITAN HOUSING AUTHORITY'S ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Lake Metropolitan Housing Authority has an Administrative Plan for the Housing Choice Voucher Program; and,

WHEREAS, the Administration of the Lake Metropolitan Housing Authority is recommending an amendment of said Administrative Plans so as to establish payment standards for the Housing Choice Voucher Program; and,

WHEREAS, the Board of the Lake Metropolitan Housing Authority hereby deems the proposed amendment to be in the best interests and general welfare of the Lake Metropolitan Housing Authority and the tenants for whom housing choice vouchers are provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY BOARD, THAT:

SECTION 1. The Lake Metropolitan Housing Authority's Administrative Plan for the Housing Choice Voucher Program, be and hereby is amended as follows:

(A) Payment standards for the Housing Choice Voucher Program are hereby established at one hundred ten percent (110%) of the Fair Market Rents as published by the United States Department of Housing and Urban Development on October 1, 2008 and effective January 1, 2009 said Amounts currently being:

-0- Bedrooms	1Bedrooms	2 Bedrooms	3 Bedrooms	4 Bedrooms
545	633	763	979	1039

SECTION 2: The Lake Metropolitan Housing Authority Administrative Plan for the Housing Choice Voucher Program be and hereby is amended so as to reflect the changes set forth in Section 1, and all existing provisions therein inconsistent herewith be and hereby are deleted and or modified.

SECTION 3. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in

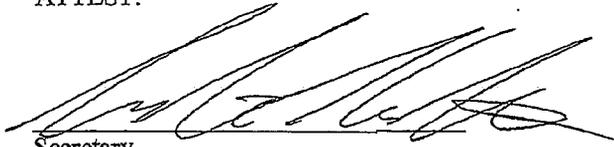
compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall go into effect January 1, 2009.

Passed: October 14, 2008


Chairman

ATTEST:


Secretary

RESOLUTION NO. 17-2009

A RESOLUTION AMENDING THE STATEMENT OF POLICIES GOVERNING THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF THE LAKE METROPOLITAN HOUSING AUTHORITY.

WHEREAS, the Members of the Lake Metropolitan Housing Authority has a statement of policies governing Admission to and Continued Occupancy of Low Rent Public Housing; and

WHEREAS, the members of the Lake Metropolitan Housing Authority desire to amend said Statement of Policies so as to establish flat rents for public housing units.

WHEREAS, the Members of the Lake Metropolitan Housing Authority hereby deem the proposed amendments to be in the best interest and general welfare of the Lake Metropolitan Housing Authority and the tenants for whom public housing is provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE METROPOLITAN HOUSING AUTHORITY, THAT:

SECTION 1. The Admissions and Continued Occupancy Policy, Chapter 6, Section U. of the Lake Metropolitan Housing Authority be and hereby is amended from its existing form as shown in Exhibit A to incorporate the change as shown in **bold** on Exhibit B attached hereto and incorporated herein to revise the flat rents for the Lake Metropolitan Housing Authority's Low Income Public Housing Units.

SECTION 2. It is found and determined that all formal actions of the Lake Metropolitan Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Lake Metropolitan Housing Authority; and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of the Lake Metropolitan Housing Authority and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

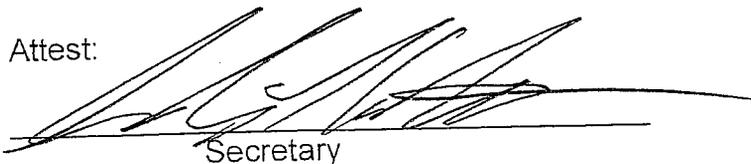
SECTION 3. This Resolution shall go into effect at the earliest time allowed under law.

Passed:



Chairman

Attest:



Secretary

EXHIBIT A

U. PHA's FLAT RENT METHODOLOGY:

The PHA has set a flat rent for each public housing unit, based on the reasonable market value of the unit. The PHA's methodology is described in the PHA Agency Plan.

The PHA's flat rent has been established using the following methodology:

The PHA will utilize Section 8 rent comparability statistics to establish flat rents for each unit. The analysis will include relevant factors, such as age, location, condition, amenities, design and size of units, as well as unassisted rents for similar housing, as follows:

The PHA has adopted the following flat rents:

Public Housing Development	Flat rent
Jackson Towers	
0 BR	\$441
1 BR	\$507
Washington Square	
1 BR	\$507
Woodlawn Homes	
2 BR	\$588
3 BR	\$685
4 BR	\$900

EXHIBIT B

U. PHA's FLAT RENT METHODOLOGY:

The PHA has set a flat rent for each public housing unit, based on the reasonable market value of the unit. The PHA's methodology is described in the PHA Agency Plan.

The PHA's flat rent has been established using the following methodology:

The PHA will utilize Section 8 rent comparability statistics to establish flat rents for each unit. The analysis will include relevant factors, such as age, location, condition, amenities, design and size of units, as well as unassisted rents for similar housing, as follows:

The PHA has adopted the following flat rents:

Public Housing Development		Flat rent	
Jackson Towers			
	0 BR	\$441	\$493
	1 BR	\$507	\$621
Washington Square			
	1 BR	\$507	\$622
Woodlawn Homes			
	2 BR	\$588	\$686
	3 BR	\$685	\$852
	4 BR	\$900	\$1062