

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: _____ NACOGDOCHES HOUSING AUTHORITY _____ PHA Code: _TX486_____ PHA Type: <input checked="" type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): ___04/01/2010_														
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: ___76____ Number of HCV units: ___1024__														
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input 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	<table border="1"> <thead> <tr> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> </tr> </tbody> </table>	No. of Units in Each Program		PH	HCV	PHA 1:		PHA 2:		PHA 3:	
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: The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.														

5.2	<p>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.</p> <p>PHA Goal: Expand the supply of assisted housing Objectives: Apply for additional rental vouchers if available. Through our Nonprofit affiliate the PHA will apply for additional affordable tax credit units</p> <p>PHA Goal: Improve the quality of assisted housing Objectives: Improve public housing management: (PHAS score) Attain at least a score of 94 Improve voucher management: (SEMAP score) Attain at least a score of 95. Renovate or modernize public housing units by continuing to accept Capital Funds and following recommendations from our physical needs assessment</p> <p>PHA Goal: Increase assisted housing choices Objectives: Provide voucher mobility counseling to all new voucher holders Increase the number of families using the voucher homeownership option by four additional families</p> <p>PHA Goal: Provide an improved living environment Objectives: Implement public housing security improvements by installing additional security cameras</p> <p>PHA Goal: Promote self-sufficiency and asset development of assisted households Objectives: Increase the percentage of employed persons in assisted families by 10% Provide or attract supportive services to improve assistance recipients' employability</p> <p>PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives: Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability Provide an additional 4 affordable accessible rental units through tax credit development</p> <p>Report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>The PHA expanded the supply of assisted housing by completing the development of 34 new three and four bedroom single family low-income housing tax credit rental units. The PHA improved the quality of assisted housing indicated by PHAS and SEMAP ratings of "High Performer" The PHA increased assisted housing choices by continuing to provide housing choice counseling to voucher holders and providing higher payment standards for desegregative housing opportunity areas. Also five families continue to utilize vouchers for the homeownership option. The PHA provided an improved living environment by installing security cameras at public housing sites that discouraged criminal activity and also implementing a satellite dish policy which improved the curb appeal of the properties. The PHA promoted self-sufficiency and asset development of assisted families by providing a local earned income deduction for public housing residents and supportive services that included GED classes, computer skills and English classes for Spanish speaking residents. To ensure equal opportunity and further fair housing the PHA was able to develop four new three bedroom affordable wheelchair accessible rental units.</p>
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PHA Plan Update

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

- Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.
- Financial Resources
- Operations and Management
- Community Service and Self-Sufficiency
- Safety and Crime Prevention
- Fiscal Year Audit

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan.

Nacogdoches Housing Authority 715 Summit St Nacogdoches, TX 75961

For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.

Refer to attached Public Housing Admissions and Occupancy Policy, Section V, Section VI, Section VII and Section VIII.
Refer to attached Administrative Plan for the Housing Choice Voucher Program, Section V, Section VI and Section VII.

2. Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2010 grants)		
a) Public Housing Operating Fund	220,000	
b) Public Housing Capital Fund	126,000	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	5,800,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Public Housing Capital Fund TX21P48650109	118,000	Public Housing operation & capital repairs
3. Public Housing Dwelling Rental Income	85,000	Public housing operations
4. Other income (list below)		
Interest Income	3,000	Public housing & HCV operations
Tenant charges	8,000	Public housing operations
50% of fraud recovery	5,000	HCV HAP payments
50% of fraud recovery	5,000	HCV operations
4. Non-federal sources (list below)		
Management Fees from non-public properties	14,000	Other housing purposes
Total resources	6,384,000	

6.0

3. Rent Determination.

Refer to attached Public Housing Admissions and Occupancy Policy, Pg 26 Section XII.
Refer to attached Administrative Plan for the Housing Choice Voucher Program, Section XIV Pg 36 Paragraphs B, C and E, Section XV Paragraph F Pg 40.

4. Operation and Management.

Refer to attached Public Housing Admissions and Occupancy Policy.
Refer to attached Nacogdoches Housing Authority Maintenance Plan.
Refer to attached Administrative Plan for the Housing Choice Voucher Program.

5. Grievance Procedures.

Refer to attached Grievance Procedure For Public Housing Owned Or Managed By Nacogdoches Housing Authority.
Refer to attached Public Housing Admissions and Occupancy Policy, Section XIX Pg 40.
Refer to attached Administrative Plan for the Housing Choice Voucher Program, Section XXI Pg 54

6. Designated Housing for Elderly and Disabled Families.

- (1) Development name and number: Sandy Oaks TX24P486001
- (2) Designation type: Elderly and disabled.
- (3) Application status: Approved at time of development.
- (4) Date of approval: 1983
- (5) Number of units affected: 20 units out of the 38 unit development.

7. Community Service and Self-Sufficiency.

- (1) Community self sufficient service programs to be offered include health screening, job training, budget and credit counseling, substance abuse/mental health counseling, job readiness, and other programs that help a person toward economic independence.
- (2) Refer to attached Section 3 Policy. Refer to attached Public Housing Admissions and Occupancy Policy, Pg 32 Section XII par I.
- (3) Refer to attached Public Housing Admissions and Occupancy Policy, Section XII Pg 32 paragraph H

8. Safety and Crime Prevention.

Refer to attached Nacogdoches Housing Authority Policy On Reducing And Preventing Crime.

6.0	<p>9. Pets. Refer to attached Public Housing Admissions and Occupancy Policy, Pg 41 Section XX.</p> <p>10. Civil Rights Certification. Refer to attached Public Housing Admissions and Occupancy Policy, Pg 2 Section II. Refer to attached Administrative Plan for the Housing Choice Voucher Program, Pg 2 Section II Refer to attached Certification by State or Local Official of PHA Plans Consistency with Consolidated Plan. Civil rights certifications are included in the HUD-50077 PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.</p> <p>11. Fiscal Year Audit.. An A-133 audit was conducted for the PHA's most recent fiscal year ending 3/31/2009 and was submitted to HUD as required. The auditor issued an unqualified opinion and there were no findings. A copy of the audit is available for public review with this Plan.</p> <p>12. Asset Management. The PHA has 76 public housing units and has declined to convert to project based accounting. The PHA will conduct a comprehensive physical needs assessment and use this information to plan for continuing modernization of the units utilizing Operating funds and Capital Funds.</p> <p>13. Violence Against Women Act (VAWA). Refer to attached Public Housing Admissions and Occupancy Policy, Pg 7 Section V paragraph F 7, and Pg 38 Section XVIII paragraph D. Refer to attached Administrative Plan for the Housing Choice Voucher Program, Pg 8 Section V paragraph G, Pg 30 Section XI par D, Pg 48 Section XIX paragraph A and paragraph C <i>second priority</i>, and Pg 52 Section XX paragraph C.</p>
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> None of these are planned except for the Homeownership Option in our Housing Choice Voucher Program as described in the Administrative Plan Section XXVI and the use of some Capital Fund Program funds to assist Public Housing residents moving into the HCV homeownership with down payment and closing costs.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>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. REPORTS ATTACHED</p>
8.2	<p>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. REPORT ATTACHED</p>
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>The PHA gathered statistics from the 2000 Comprehensive Housing Affordability Strategy (CHAS) "Housing Problems Output", American Fact Finder 2005-2007 American Community Survey Data Profile Highlights and the PHA waiting lists to determine housing need. After analyzing the above sources, the PHA has found that the main barrier that renters encounter in our jurisdiction of Nacogdoches County, Texas is the affordability of rental units. Twelve percent of households are below the poverty rate and forty five percent of renters are paying more than thirty five percent of their income for rent. Rental rates tend to be scewed upwards because of the large number of university students competing for the units in the city of Nacogdoches. With a 8.4 percent vacancy rate the supply of rental units in itself appears adequate on the surface, however, affordable rental units remain difficult to find when you factor in other expenses which are increasing each year such as groceries, utilities, health care and transportation. Although small one and two bedroom affordable barrier free rental units are available, there is a need for more family size units for disabled renters.</p>

Housing Needs of Families on the PHA's Waiting Lists

Waiting list type: Public Housing

If used, identify which development/subjurisdiction: All developments (Sandy Oaks, Parkcrest)

	# of families	% of total families	Annual Turnover
Waiting list total	306		30
Extremely low income <=30% AMI	238	77.78	
Very low income (>30% but <=50% AMI)	68	22.22	
Low income (>50% but <80% AMI)	0	0	
Families with children	241	78.76	
Elderly families	9	2.94	
Families with Disabilities	57	18.63	
Race Black	173	56.54	
Race White	103	33.66	
Race Amer. Indian/ Alaska Native	4	1.31	
Race Asian	1	.33	
Race Native Hawaiian/ Pac. Island	1	.33	
Ethnicity Hispanic	38	12.42	
Ethnicity Non-Hispanic	229	74.84	

Characteristics by Bedroom Size (Public Housing Only)

	# of families	% of total families	Annual Turnover
1BR	44	14.38	6
2 BR	163	53.26	9
3 BR	62	20.26	15
4 BR	34	11.11	<1
5 BR	1	.33	

Is the waiting list closed (select one)? No Yes Only the 2 and 4 bedroom waiting list is closed
If yes:

HOW LONG HAS IT BEEN CLOSED? THE 2 & 4 BEDROOM LIST WAS CLOSED 5/22/2009

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the PHA's Waiting Lists

Waiting list type: Housing Choice Voucher program

	# of families	% of total families	Annual Turnover
Waiting list total	330		144
Extremely low income <=30% AMI	194	58.79	
Very low income (>30% but <=50% AMI)	136	41.21	
Families with children	189	57.27	
Elderly families	39	11.82	
Families with Disabilities	79	23.94	
Race Black	225	68.18	
Race White	94	28.48	
Race Amer. Indian/ Alaska Native	4	1.21	
Ethnicity Hispanic	13	3.94	
Ethnicity Non-Hispanic	307	93.03	

Is the waiting list closed (select one)? No Yes

If yes:

HOW LONG HAS IT BEEN CLOSED? THE WAITING LIST WAS CLOSED ON 1/29/2009

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

<p>9.1</p>	<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.</p> <p>(1) Strategies Need: Shortage of affordable housing for all eligible populations Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by: Employ effective maintenance and management policies to minimize the number of public housing units off-line. Reduce turnover time for vacated public housing units. Reduce time to renovate public housing units. Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction. Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.</p> <p>Strategy 2: Increase the number of affordable housing units by: Apply for additional section 8 units should they become available. Pursue housing resources other than public housing or Section 8 tenant-based assistance.</p> <p>Need: Specific Family Types: Families at or below 30% of median Strategy 1: Target available assistance to families at or below 30 % of AMI Adopt rent policies to support and encourage work.</p> <p>Need: Specific Family Types: Families at or below 50% of median Strategy 1: Target available assistance to families at or below 50% of AMI Adopt rent policies to support and encourage work.</p> <p>Need: Specific Family Types: Families with Disabilities Strategy 1: Target available assistance to Families with Disabilities: Provide additional accessible rental units by construction with low-income housing tax credits.</p> <p>Need: Specific Family Types: Races or ethnicities with disproportionate housing needs Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs: Affirmatively market to races/ethnicities shown to have disproportionate housing needs.</p> <p>Strategy 2: Conduct activities to affirmatively further fair housing Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units. Market the section 8 program to owners outside of areas of poverty /minority concentrations. Provide exception payment standards to current Young Litigation class members living in desegregative housing.</p> <p>(2) Reasons for Selecting Strategies Funding constraints Staffing constraints Influence of the housing market on PHA programs</p>
<p>10.0</p>	<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>The PHA expanded the supply of assisted housing by completing the development of 34 new three and four bedroom single family low-income housing tax credit rental units. The PHA improved the quality of assisted housing indicated by PHAS and SEMAP ratings of "High Performer" The PHA increased assisted housing choices by continuing to provide housing choice counseling to voucher holders and providing higher payment standards for desegregative housing opportunity areas. Also five families continue to utilize vouchers for the homeownership option. The PHA provided an improved living environment by installing security cameras at public housing sites that discouraged criminal activity and also implementing a satellite dish policy which improved the curb appeal of the properties. The PHA promoted self-sufficiency and asset development of assisted families by providing a local earned income deduction for public housing residents and supportive services that included GED classes, computer skills and English classes for Spanish speaking residents. To ensure equal opportunity and further fair housing the PHA was able to develop four new three bedroom affordable wheelchair accessible rental units.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>"Significant Amendment" is defined as:</p> <ol style="list-style-type: none"> (1) Any policy changes in eligibility, unless such changes are required by changes in Federal law, regulations or court order. (2) Any policy changes in rent determination, unless such changes are required by changes in Federal law, regulations or court order. (3) Any changes to grievance procedures. <p>"Substantial Deviation/Modification" is defined as:</p> <ol style="list-style-type: none"> (1) Any policy changes in eligibility, unless such changes are required by changes in Federal law, regulations or court order. (2) Any policy changes in rent determination, unless such changes are required by changes in Federal law, regulations or court order. (3) Any changes to grievance procedures.

<p>11.0</p>	<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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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

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

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

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

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

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

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

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

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

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Part I: Summary						
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No:TX21P48650108 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2008 FFY of Grant Approval: 2008	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) ³					
3	1408 Management Improvements	17,000	16,565.23	16,565.23	7,343.43	
4	1410 Administration (may not exceed 10% of line 20)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement	0	13,975.83	13,975.83		
10	1460 Dwelling Structures	58,776	52,766.82	29,953.71	23,444.71	
11	1465.1 Dwelling Equipment—Nonexpendable	2,000	2,000			
12	1470 Non-dwelling Structures	29,500	21,968.12	19,468.12	19,468.12	
13	1475 Non-dwelling Equipment	6,495	6,495	6,495	6,495	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴	3,500	3,500			
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)	117,271	117,271	86,457.89	56,751.26	
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	19,000	6,509	6,509		
Signature of Executive Director <i>Robert Crow</i> Date 01/08/2010			Signature of Public Housing Director _____ Date _____			

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

Part II: Supporting Pages											
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No TX21P48650108 Replacement Housing Factor Grant No:				CFFP (Yes/ No):				Federal FFY of Grant: 2008	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²				
TX486000001	TENANT SERVICES	1408		17,000	16,565.23	7,343.43	7,343.43	44%			
TX486000001	MAINTENANCE ROOM RENOVATION	1470	0	10,000	0						
TX486000001	SECURITY EQUIPMENT	1470	7	17,000	19,468.12	19,468.12	19,468.12	100%			
TX486000001	COMMUNITY ROOM KITCHEN UPGRADE	1470	1	2,500	2,500						
TX486000001	PARKING LOT EXPANSION	1450		0	13,975.83	13,975.83					
TX486000001	LAUNDRY EQUIPMENT	1475	10	6,495	6,495	6,495	6,495	100%			
TX486000001	CEILING FANS	1460	18	3,500	6,509	6,509					
TX486000001	SATELLITE CABLING	1460	3	1,000	769.76						
TX486000001	PAINTING INSIDE UNITS	1460	5	3,500	3,500	886.19	886.19	25%			
TX486000001	FLOOR TILE REPLACEMENT	1460	6	9,000	19,212.06	19,212.06	19,212.06	100%			
TX486000001	WINDOW REPLACEMENT	1460	0	19,000	0						
TX486000001	CABINETS AND COUNTER TOPS	1460	4	10,000	10,000	678.46	678.46	7%			
TX486000001	UNIT DRYER VENTS	1460	5	5,776	5,776	1,000	1,000	17%			
TX486000001	BATHROOM RENOVATIONS	1460	7	7,000	7,000	218.00	218.00	3%			
TX486000001	RANGES & REFRIGERATORS	1465.1	5	2,000	2,000						
TX486000001	DOWN PAYMENT CLOSING COST FOR PUBLIC HOUSING RESIDENTS QUALIFIED FOR HOMEOWNERSHIP VOUCHER	1499	1	3,500	3,500						

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: NACOGDOCHES HOUSING AUTHORITY					Federal FFY of Grant: 2008
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
TX486000001	6/13/2010		6/13/2012		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary						
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No:TX21P48650109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) ³	34,500	42,517	42,517	42,517	
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 20)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement		5,000			
10	1460 Dwelling Structures	80,000	75,000	232.56	232.56	
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	3,500	3,500			
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)	118,000	126,017			
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	10,000	10,000			
Signature of Executive Director <i>Robert Crow</i>		Date 01/08/2010		Signature of Public Housing Director _____		
				Date _____		

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

Part II: Supporting Pages										
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No TX21P48650109 Replacement Housing Factor Grant No:				CFFP (Yes/ No):			Federal FFY of Grant: 2009	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work		
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²			
TX486000001	MAILBOX RENOVATIONS	1450		0	5,000					
TX486000001	PAINTING INSIDE UNITS	1460	10	2,000	2,000					
TX486000001	DOORS, LOCKS & SCREENS REPLACEMENT	1460		20,000	20,000					
TX486000001	WINDOW REPLACEMENT	1460		10,000	0					
TX486000001	CABINETS AND COUNTER TOPS	1460		12,000	12,000					
TX486000001	HVAC REPAIR & REPLACEMENT	1460	6	20,000	20,000	232.56	232.56	1%		
TX486000001	FLOOR TILE REPLACEMENT	1460	6	9,000	9,000					
TX486000001	BATHROOM RENOVATIONS	1460	12	7,000	12,000					
TX486000001	DOWN PAYMENT CLOSING COST FOR PUBLIC HOUSING RESIDENTS QUALIFIED FOR HOMEOWNERSHIP VOUCHER	1499	1	3,500	3,500					

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: NACOGDOCHES HOUSING AUTHORITY					Federal FFY of Grant: 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
TX486000001	9/14/2011		9/14/2013		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary					
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No:TX21P48650110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2010 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) ³	49,500			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	8,000			
10	1460 Dwelling Structures	61,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	4,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴	3,500			
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)	126,000			
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	10,000			
Signature of Executive Director <i>Robert Crow</i> Date 1/8/2010			Signature of Public Housing Director _____ Date _____		

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

Part II: Supporting Pages										
PHA Name: NACOGDOCHES HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No TX21P48650110 Replacement Housing Factor Grant No:				CFFP (Yes/ No):			Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work		
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²			
TX486000001	LANDSCAPING / FENCING	1450		8,000						
TX486000001	PAINTING INSIDE UNITS	1460	10	2,000						
TX486000001	CABINETS AND COUNTER TOPS	1460	4	8,000						
TX486000001	WINDOW REPLACEMENT	1460	25	5,000						
TX486000001	HVAC REPAIR & REPLACEMENT	1460	9	14,000						
TX486000001	DOORS, LOCKS & SCREENS REPLACEMENT	1460	8	8,000						
TX486000001	WATER HEATERS	1460	5	1,500						
TX486000001	FLOOR TILE REPLACEMENT	1460	3	9,000						
TX486000001	DRYER CONNECTIONS & VENTS	1460	5	3,500						
TX486000001	BATHROOM RENOVATIONS	1460	5	5,000						
TX486000001	ROOFING	1460	3	5,000						
TX486000001	HVAC REPAIR & REPLACEMENT	1470	2	4,000						
TX486000001	DOWN PAYMENT CLOSING COST FOR PUBLIC HOUSING RESIDENTS QUALIFIED FOR HOMEOWNERSHIP VOUCHER	1499	1	3,500						

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: NACOGDOCHES HOUSING AUTHORITY					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
TX486000001	9/30/2012	9/30/2014			

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program—Five-Year Action Plan

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

Part I: Summary						
PHA Name/Number		Locality (Nacogdoches/Nacogdoches Texas)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name TX486000001	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
B.	Physical Improvements Subtotal	Annual Statement	73,000	73,000	73,000	73,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations		49,500	49,500	49,500	49,500
H.	Demolition					
I.	Development		3,500	3,500	3,500	3,500
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total	126,000	126,000	126,000	126,000	126,000

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2010	Work Statement for Year 2012 FFY 2011			Work Statement for Year: 2013 FFY 2012		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	TX486000001 Painting Inside units	10	2,000	TX486000001 Painting Inside units	10	2,000
Annual	TX486000001 Window replacement	25	5,000	TX486000001 Window replacement	25	5,000
Statement	TX486000001 Cabinet & Counter replacement	4	8,000	TX486000001 Cabinet & Counter replacement	4	8,000
	TX486000001 HVAC repair & replacement	9	18,000	TX486000001 HVAC repair & replacement	9	18,000
	TX486000001 Doors, Locks & Screens replacement	8	8,000	TX486000001 Doors, Locks & Screens replacement	8	8,000
	TX486000001 Water heater replacement	5	1,500	TX486000001 Water heater replacement	5	1,500
	TX486000001 Flooring replacement	3	9,000	TX486000001 Flooring replacement	3	9,000
	TX486000001 Dryer vents and electric	5	3,500	TX486000001 Dryer vents and electric	5	3,500
	TX486000001 Bathroom renovations	5	5,000	TX486000001 Bathroom renovations	5	5,000
	TX486000001 Roofing	3	5,000	TX486000001 Roofing	3	5,000
	TX486000001 Landscaping/ fencing		8,000	TX486000001 Landscaping/ fencing		8,000
	Subtotal of Estimated Cost		\$73,000	Subtotal of Estimated Cost		\$73,000

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2010	Work Statement for Year 2014 FFY 2013			Work Statement for Year: 2015 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	TX486000001 Painting Inside units	10	2,000	TX486000001 Painting Inside units	10	2,000
Annual	TX486000001 Window replacement	25	5,000	TX486000001 Window replacement	25	5,000
Statement	TX486000001 Cabinet & Counter replacement	4	8,000	TX486000001 Cabinet & Counter replacement	4	8,000
	TX486000001 HVAC repair & replacement	9	18,000	TX486000001 HVAC repair & replacement	9	18,000
	TX486000001 Doors, Locks & Screens replacement	8	8,000	TX486000001 Doors, Locks & Screens replacement	8	8,000
	TX486000001 Water heater replacement	5	1,500	TX486000001 Water heater replacement	5	1,500
	TX486000001 Flooring replacement	3	9,000	TX486000001 Flooring replacement	3	9,000
	TX486000001 Dryer vents and electric	5	3,500	TX486000001 Dryer vents and electric	5	3,500
	TX486000001 Bathroom renovations	5	5,000	TX486000001 Bathroom renovations	5	5,000
	TX486000001 Roofing	3	5,000	TX486000001 Roofing	3	5,000
	TX486000001 Landscaping/ fencing		8,000	TX486000001 Landscaping/ fencing		8,000
		Subtotal of Estimated Cost	\$73,000		Subtotal of Estimated Cost	\$73,000

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2010	Work Statement for Year 2012 FFY 2011		Work Statement for Year: 2013 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2010	Work Statement for Year 2014 FFY 2013		Work Statement for Year: 2015 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

**RESIDENT ADVISORY BOARD MEETING MINUTES
DECEMBER 4, 2009**

Those present: Paula Henderson, Denise Emmerling, Mary Jo Patton, Terriane Rushing, Jamecus Driver, Mark Skinner, Doug Moore, Waymond Jackson

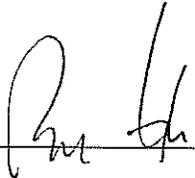
The meeting was open by Mary Jo Patton and the discussion was on information about the ongoing projects and projects that will be coming up for the future.

Everyone was agreeable with the projects that had been put into the annual plan and wanted us to continue with the upgrades of the apartments.

I, Paula Henderson ended the meeting by asking if there any questions comments or concerns. No one had any questions comments or concerns, and wanted the NHA to continue doing a good job.

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Brenda Hull the Manger of the Housing Resource Center certify that the Five Year and
Annual PHA Plan of the Nacogdoches Housing Authority is consistent with the Consolidated Plan of
State of Texas prepared pursuant to 24 CFR Part 91.

 7/2/09
Signed / Dated by Appropriate State or Local Official

NACOGDOCHES HOUSING AUTHORITY POLICY ON REDUCING AND PREVENTING CRIME

A. PURPOSE

Public and other federally assisted housing is intended to provide a place to live and raise families – not a place to commit crime, use or sell drugs or terrorize neighbors. It is the intention of the Nacogdoches Housing Authority (PHA) to fully endorse and implement a policy that is designed to:

1. create and maintain a safe and drug-free community;
2. keep our residents free from threats to their personal and family safety;
3. support parental efforts to instill values of personal responsibility; and
4. maintain an environment where children can live safely, learn and grow to be productive citizens;

B. ADMINISTRATION

1. All screening and eviction procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, nationality, religion, age, sex, familial status, disability or other legally-protected groups, and to not violate right to privacy.
2. To the maximum extent possible the agency will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this policy.
3. This policy will be posted on the agency's bulletin board and copies made readily available to residents and/or applicants on request.

C. SCREENING OF APPLICANTS

1. In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.
2. Such screening will apply to all members of the household who are 18 years of age or older.
3. Procedure:

A request for a criminal records check will be sent to the Nacogdoches County Sheriff's Department.

A landlord referral form will be sent to the applicant's current and, if applicable, most recent past landlord.

A home visit will be conducted for those applicants that have no landlord or whose landlord does not return the referral form.

4. If information is revealed in the criminal history record that would cause the agency to deny housing to the household, the agency shall provide a copy of the record to the person for whom the record was received.
5. If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the agency's hearing procedure outlined in the Admissions and Occupancy Policy.

6. Evidence of drug-related and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of housing. Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.
7. Reasonable cause (e.g., information from criminal history report, information from former landlords or neighbors) to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall also be considered grounds for denial of housing.
8. If, at any time during occupancy, the agency has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, the agency may run a subsequent criminal check on that household member.
9. The agency will also order a criminal history on an individual or individuals age 18 years or older who are added to the lease after initial occupancy.

D. TERM OF DENIAL

As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of the personal declaration, unless otherwise provided for herein below:

(a). Denied admission for one (1) year for the following:

- Past rental record
- Bad rent paying habits
- Bad housekeeping habits, in and outside the unit
- Damages to dwelling units
- Disturbances
- Unauthorized residents
- Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

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

- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act for arrests, and completion of sentence and/or probation period for convictions.
- Giving intentionally false information on the application.
- Illegal drug use. The PHA can waive this requirement if: the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA.

(c). Denied admission for ten (10) years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity. (For a ten-year period beginning on the date of such eviction.)
- Persons terminated from Section 8 rental assistance because of violations of family obligations. (For a ten-year period beginning on the date of such

- termination.)
 - Persons evicted from public housing because of fraud. (For a ten-year period beginning on the date of such eviction.)
 - Conviction for Drug Trafficking.
- (d). Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- (e). Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project.

Note: These time frames are only guidelines and the PHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

Violence Against Women Act. That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under the Act is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

A handicapped applicant who does not meet the screening criteria will not be denied participation if they can meet the criteria through "reasonable accommodation".

E. RECORDS MANAGEMENT

1. All criminal records received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.
2. All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.
3. Misuse of the above information by any employee will grounds for termination of employment. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.
4. If the applicant is determined to be eligible, the criminal history report shall be shredded as soon as the applicant is housed. If the applicant is denied housing, the criminal history report shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.
5. The agency will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

F. ENFORCEMENT THROUGH EVICTIONS

1. The provisions of this policy shall also be reflected in the terms and conditions of the lease agreement for all residents of public housing. The agency shall enforce this "one-strike" policy with a "zero-tolerance" position with respect to drug-related and /or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees. Such activity shall be grounds for immediate termination of the lease and eviction.
 - (a). Such activity by a household member shall be grounds for eviction, whether committed ON OR OFF THE PREMISES of the agency.
 - (b). Such activity by a guest of the household may also be grounds for eviction of the

household if such activity occurs ON THE PREMISES of the agency.

- (c). Since eviction is a civil, not criminal matter, a criminal conviction or arrest is not necessary in order to terminate a lease and evict a household; but, the agency shall be responsible for producing evidence strong enough to warrant eviction.
2. A pattern of alcohol abuse which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for immediate eviction.
3. According the Due Process Determination of the Department of Housing and Urban Development, the agency's GRIEVANCE PROCEDURE is not applicable for:
 - (a). evictions related to any activity, not just criminal activity, which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - (b). evictions related to any drug-related criminal activity ON OR OFF agency premises, not just "on or near" the premises.

G. TRACKING AND REPORTING CRIME

1. A component of good management is the evaluation of the implementation of Policy procedures. The evaluation is based on tracking of crime-related problems in Public Housing Developments, cooperating with local law enforcement officials and local courts, implementing screening processes and resident eviction procedures, and meeting goals under any HUD-funded drug prevention or crime reduction program. The Housing Authority will review its progress in these areas regularly through the compilation of periodic reports, generated at least annually.
2. The Housing Authority will work cooperatively with State and local police departments. The Housing Authority will request that police: 1) promptly provide the Public Housing Manager with relevant incident report for timely eviction processing; 2) help Housing Authority expedite drug identification in serious cases, and 3) prepare for cases as needed with Housing Authority attorney. Police may also be present at eviction hearings involving criminal activity.
3. The Housing Authority will work cooperatively with local judges. Although the Housing Authority cannot communicate with judges concerning pending court actions, the Housing Authority can communicate with the court system regarding the need for evictions where the evidence shows serious lease violations and the goal of the Housing Authority is to provide drug- and criminal-free housing.

Section 3 Policy

The Nacogdoches Housing Authority shall attach to each contract, or cause to be included into each contract, the following Section 3 Requirements, based on the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Such language may be incorporated into existing contracts by attaching a contract rider, executed, and signed by both contractor and the Housing Authority.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Grievance Procedure for Public Housing Owned or Managed By Nacogdoches Housing Authority

I. Right to a Hearing

Upon the filing of a written request as provided in these procedures. A Resident shall be entitled to a hearing before a hearing officer.

II. Definitions

For the purpose of this Grievance Procedure, the following definitions are applicable

- A.** "*Grievance*" shall mean any dispute which a Resident may have with respect to Nacogdoches Housing Authority (PHA) action or failure to act in accordance with the individual Resident's lease or PHA regulations which adversely affect the individual Resident's rights, duties, welfare or status. Grievance does not include any dispute a Resident may have with PHA concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other Residents or employees of the PHA, or any criminal activity or drug-related criminal activity on or off such premises.
- B.** "*Complainant*" shall mean any Resident whose grievance is presented to the PHA or at the project management office in accordance with Section III and Section IV.
- C.** "*Elements of due process*" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1.** Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 - 2.** Right of the Resident to be represented by counsel;
 - 3.** Opportunity for the Resident to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - 4.** A decision on the merits.
- D.** "*Hearing officer*" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with decision with respect thereto.
- E.** "*Resident*" shall mean the adult person (or persons) (other than a live-in aide);
 - 1.** Who resides in the premises, and who executed the lease with the PHA as lessee of the premises, or, if no such person now resides in the premises,
 - 2.** Who resides in the premises, and who is the remaining head of household of the Resident family residing in the premises.
- F.** "*Resident organization*" includes a resident management corporation.
- G.** "*Promptly*" (as used in Section III, and IV. (E)) shall mean within five (5) business days from the date of mailing of the adverse action or grievable complaint.

III. Procedures Prior to a Hearing

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Project Manager at the PHA office or the office of the project in which the Resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Resident and one retained in the PHA's Resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons for the disposition, and shall specify the procedures by which a hearing may be obtained if the Resident is not satisfied. The purpose of this informal settlement of grievance is to allow the Resident and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The PHA shall notify the Resident of the date and time that the hearing will take place.

IV. Procedures to Obtain a Hearing

- A.** *Concerning citizenship and immigration status.* In the case of a resident family that has been given notice of denial or termination of assistance pursuant to 24 CFR 9129 concerning citizenship and immigration status, the following shall apply
 - 1.** After notification of the Immigration and Naturalization Service (INS) decision on appeal, or in lieu of request of appeal to the INS, the family may request that the PHA provide a hearing. This request must be made within fourteen (14) days of the date the PHA mails or delivers the notice or within fourteen (14) days of the mailing of the INS appeal decision issued in accordance with 24 CFR 912.9(e) (established by the date of postmark). The PHA shall extend the period of time for requesting a hearing (for a specified period) upon good cause.
- B.** *Request for hearing in all other cases.* In the event that the Resident is not satisfied with the informal settlement of grievance provided for in Section III, the Resident shall submit a written request for a hearing to the PHA or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:
 - 1.** The reasons for the grievance; and
 - 2.** The action or relief sought.
- C.** *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the PHA other than a person who made or approved the PHA action under review or a subordinate of such person.
- D.** *Failure to request a hearing.* If the Resident does not request a hearing in accordance with this Section, then the PHA's disposition of the grievance under Section III shall become final. Provided. That failure to request a hearing shall not constitute a waiver by the Resident of the right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.
- E.** *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: Provided. That if the Resident shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

- F. *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the PHA claims is due, the Resident shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. The Resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the PHA until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance procedure: Provided, That failure to make payment shall not constitute a waiver of any right the Resident may have to contest the PHA's disposition of his grievance in any appropriate judicial proceeding.
- G. *Scheduling of hearings.* Upon the Resident's compliance with this Section, or upon the PHA notifying the Resident or his/her representative that a hearing will be held. A hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Resident and the PHA. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Resident and the appropriate PHA official.

V. Procedures Governing the Hearing

- A. The Resident shall be afforded a fair hearing, which shall include:
 - 1. The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The Resident shall be provided a copy of any such document at the Resident's expense. If the PHA does not make the document available for examination upon request by the Resident, the PHA may not rely on such document at the grievance hearing.
 - 2. The right to be represented by counsel or other person chosen as the Resident's representative, and to have such person make statements on the Resident's behalf.
 - 3. The right to a private hearing unless the Resident requests a public hearing.
 - 4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and
 - 5. A decision based solely and exclusively upon the facts presented at the hearing.
- B. *Accommodation of persons with disabilities.*
 - 1. The PHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing.
 - 2. If the Resident is visually impaired, any notice to the Resident which is required by these procedures must be in an accessible format.
- C. *Failure to attend scheduled hearing.*

If the resident or a Resident's representative fails to attend a scheduled hearing the Hearing Officer will rule in favor of the PHA by default.
- D. At the hearing, the complainant must first make a showing of entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
- E. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- F. The Hearing Officer shall require PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion.
- G. Failure to comply with directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of relief sought, as appropriate.
- H. The complainant or PHA may arrange, in advance at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

VI. Decision of the Hearing Officer

- A. The hearing officer shall prepare a written decision, together with the reasons therefor, within a reasonable time (not to exceed ten (10) calendar days after the hearing. A copy of the decision shall be sent to the Resident and the PHA. The PHA shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.
- B. The decision of the hearing officer shall be binding on the PHA which shall take all actions, or refrain from any actions necessary to carry out the decision unless the PHA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - 1. The grievance does not concern PHA action or failure to act in accordance with or involving the Resident's lease or PHA regulations, which adversely affects the Resident's rights, duties, welfare or status.
 - 2. The decision of the hearing officer is contrary to applicable Federal, State or local law. PHA regulations or requirements of the Annual Contributions Contract between PHA and the U.S. Department of Housing and Urban Development.
- C. A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the Resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Resident may have to a trial de nova or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

*NACOGDOCHES HOUSING
AUTHORITY*

MAINTENANCE PLAN

HOUSING AUTHORITY OF THE CITY OF NACOGDOCHES MAINTENANCE PLAN

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SCOPE OF MAINTENANCE OPERATION

Managing maintenance is a major role for any Housing Authority. The complexity of the job is determined by the number of public housing units in the PHA's inventory, the age of units, the characteristics of the families in occupancy and the location of the units. A well managed maintenance operation will provide for:

1. A Preventive Maintenance Program;
2. A timely response by Maintenance Staff to emergencies;
3. A work order system organized by type of work;
4. A minimal backlog of maintenance work orders;
5. A Maintenance Staff appropriately utilized, trained, staffed and supervised;
6. A program for repairing and returning vacant units to occupancy within an acceptable time frame;
7. A routine Maintenance Program including regular janitorial services;
8. Cyclical painting of all units;
9. Regular servicing of mechanical systems;
10. Supervision of maintenance work carried out by private contractors;
11. Unit inspections carried out annually for occupied units as well as upon move-in and move-out; and
12. Grounds maintenance

This Maintenance Plan outlines procedures which provide for the effective performance of these functions of the PHA Maintenance Staff.

The importance of quality maintenance performed in a timely fashion cannot be over emphasized as a priority for the PHA. Systematic and prudent maintenance keeps the Authority's physical plant in a good state of repair and extends its useful life. This results in lower operating and upkeep cost. A competent Maintenance Program also enhances tenant satisfaction and encourages tenant cooperation.

The performance standards established for the maintenance functions are:

1. Respond to tenant generated service requests within three working days;
2. Respond to emergency service requests on the same day as received;
3. Adhere to a documented Preventive Maintenance Program;
4. Inspect all units for Preventive Maintenance annually;
5. Complete all scheduled Preventive Maintenance inspection in a timely fashion;
6. Adopt and adhere to a cyclical painting program;
7. Prepare vacant units for occupancy within fourteen working days;
8. Provide maintenance employees with access to all necessary tools, equipment, supplies, and materials.

The Maintenance Staff plays a vital role in the management of PHA properties. The function and responsibility of the Maintenance Staff is to preserve the physical assets of the PHA and to provide services to PHA tenants allowing them to live in decent, safe, and sanitary housing.

I. MAINTENANCE PRIORITIES

A. Policy

In order to effectively maintain the physical condition of PHA properties, it is necessary to set certain priorities so that more urgent requirements can take precedence over routine needs.

Maintenance work shall be according to the following priority of work order categories:

1. Emergency maintenance
2. Tenant maintenance
3. Vacant Units Turnover
4. Unit Inspection maintenance
5. Planned maintenance

B. Procedures

The Maintenance Staff will review all work orders on hand at the beginning of each work day, evaluate, and prioritize them for completion in the order described above.

During the course of each work day, current work requests must be evaluated as to priority. Current evaluations may require a re-scheduling of the day's work load to accomplish all work within the established priorities. The ordering of all work within the established priority does not excuse failure to attain the maintenance performance standards.

1. Emergency Work Orders

Emergency items are those that if not repaired promptly could cause injury, loss of life, threaten health or cause serious property damage. Included under this priority are: broken gas lines or leaks, fires, loss of power, broken water lines, exposed electrical lines, loose ceilings, no heat (when outside temperature is less than 40 F), broken door locks, or other conditions that might cause harm to the tenant or others or damage to property. Emergency work will be accomplished during the current work day.

2. Tenant Service Maintenance

Included in this category are all work items initiated as a result of tenant requests. These may include electrical or plumbing repairs, fixing broken window panes and floor tiles, or the like. Tenant Service Maintenance is to be performed within three working days.

3. Turnover of Vacant Units

All vacant units requiring only minor rehabilitation shall be made ready by Maintenance Staff within 14 working days. Criteria for classifying units as needing rehabilitation can be found in Section V.

4. Unit Inspection

Unit inspection work orders are those generated as part of the Preventive Maintenance Program and include both work orders issued for the initial inspection of a unit as well as work orders issued as a result of the inspection.

5. Preventive Maintenance

Preventive Maintenance work orders are those automatically generated to ensure completion of all necessary non-dwelling unit scheduled maintenance. This includes janitorial work, painting, and scheduled maintenance tasks.

II. MAINTENANCE WORK ORDER SYSTEM

A. Policy

Work Orders are generated to notify the PHA of a need for repairs. Resident requests for maintenance are made to the PHA office. Maintenance employees shall make no repairs without an authorizing work order form. Repairs are to be performed within the time frames established in PHA performance standards.

B. Procedures

1. Emergency

When the PHA office receives a work request that is an emergency, the Maintenance Staff is contacted immediately. He will then proceed to the location of the emergency and verify the existence of an emergency situation.

The Maintenance Staff shall see that the work is completed either by doing it himself, calling appropriate additional personnel, or locating required contract services.

The PHA Staff will generate the work order at the time of the call. It is received, completed, and signed off by the Maintenance Staff after completion of the necessary work.

2. Tenant Service

A maintenance request called in by a tenant will be received by the PHA Staff. They will issue the appropriate work order. Work orders will be categorized by the Staff and put in the correct pigeonhole to await pick-up.

The Maintenance Staff will pick up work orders at the office twice each day. The Maintenance Staff will assign work orders twice each day at the beginning of the work day and immediately after lunch. Insofar as it is possible, maintenance employees will be issued parts and supplies needed to complete assigned work orders at the time they are assigned the work order. The Staff completing the work will record the time he started and completed the work. He will also record all material and supplies used to complete the work on the work order form. The employee will have the tenant sign the work order when the work is completed, if possible.

The Maintenance Staff shall review the completed work orders to ensure that they are complete and correct. The completed work orders will then be returned to the PHA office and Staff will file them in numerical order as completed.

3. Maintenance Staff Generated Requests

The majority of work requests initiated by the PHA Staff will be those attributable to preventive, or planned maintenance, or unit inspections. Such work orders will be issued and distributed to the Maintenance Staff by the PHA office. The Maintenance Staff assigns these work orders, along with all others, and is responsible for seeing that they are completed within proper time frames. All other aspects of these work orders are handled as with routine work orders.

III. EMERGENCY SERVICE

A. Policy

The Maintenance Staff, Executive Director, and PHA Staff are authorized to act in matters pertaining to the provision of emergency maintenance service for PHA owned developments. Emergency maintenance is provided to repair or correct conditions that may cause physical injury and/or cause damage to PHA property if not immediately corrected. "Emergency" is defined in Section II.B. 1. above. Emergency service is provided 24 hours a day, 7 days a week.

B. Procedure

Maintenance Staff shall be on call 24 hours each day either at PHA office or residence to receive emergency calls. He shall make the necessary repair or contain the situation until the repair can be completed. If he cannot resolve the matter, he must contact the appropriate service as designated by the Executive Director.

Between midnight and 9:00 a.m., the Maintenance Staff will receive all calls. The Maintenance Staff will make all necessary arrangements to resolve the problem. If the Maintenance Staff receives a call that is clearly not an emergency, he shall so inform the caller and also inform him or her first thing during the next regularly scheduled work day. A work order shall be issued for each call to which an employee is dispatched. The work orders shall be completed in the manner prescribed in Section II.B.1.

IV. ASSESSING TENANT CHARGES

A. Policy

Tenants will be assessed a charge for repairs made to their dwelling units in excess of what is required for normal wear and tear and for any damage that is caused by the tenant, members of the tenant's household, or the tenant's guests. A listing of all tenant charges is made available to tenants.

B. Procedure

During the review of completed work orders, the PHA Staff determines whether the worker's conclusion is reasonable and records the amount to be charged. The amount is drawn from a list of tenant charges. If it is determined that the tenant should be held responsible, the work order is so marked and the tenant is notified of the charges.

V. VACANT UNIT PREPARATION

A. Policy

It is the policy of the PHA to prepare vacant units for re-occupancy within fourteen working days. Timely and efficient preparation of the units for occupancy is essential and maximizes rental income. Close cooperation and communication between maintenance and management are required to efficiently prepare and release vacant units and prevent vandalism.

B. Procedure

1. On the day or the day before a tenant is scheduled to vacate, the Maintenance Staff shall inspect the unit. The tenant shall certify the condition of the unit on the Unit Inspection Form. In cases where the tenant vacates without notice, the Maintenance Staff shall perform the move-out within 24 hours of learning of the vacancy. During this inspection, the Maintenance Staff shall note all items that must be repaired and determine any damages to be charged to the tenant's account. Following inspection, the Maintenance Staff shall determine which work orders must be prepared.
2. All units shall be exterminated, cleaned, and secured as soon as vacated, if possible.

3. The work orders prepared as a result of the unit inspection shall be distributed to the appropriate Maintenance Staff. The PHA shall prepare the vacancy on the Unit Status Report board and coordinate among the Maintenance Staff and accomplish within target performance standards.
4. The Maintenance Staff shall meet with the PHA to establish priorities for the preparation of specific units. These priorities are established according to demand for the unit as well as the ability of the PHA Staff to lease the unit quickly. The establishment of such priorities, however, shall not affect the meeting of the 14 working day unit turnaround standard.
5. Circumstances will occur that will cause the Staff to exceed the 14 working day standard for unit preparation. These are individual exceptions and will not affect overall PHA performance of this function. These circumstances shall include the following categories:
 - a. Fire damaged units;
 - b. Developments where there are more than five (5) vacated units in one week;
 - c. Contract work is necessary;
 - d. Major rehabilitation of vacant units.
6. If any one of the following work items are required in the vacant unit, it shall be classified as a major rehabilitation:
 - a. Replace roof;
 - b. Replace/repair entire plumbing system;
 - c. Replace wall studs;
 - d. Electrical re-wiring;
 - e. Replace bathtub.
7. If any combination of the following work items are required in a vacant unit, it shall be classified as a major rehabilitation. (Volume of work is primary determination factor for a major rehabilitation.):
 - a. Replace 50% or more of interior doors;
 - b. Replace entrance doors;
 - c. Replace two or more windows (frames and panes);
 - d. Replace gutters and downspouts;
 - e. Replace three or more walls and/or ceilings (plaster and drywall);
 - f. Replace kitchen cabinets;
 - g. Install commode sets;
 - h. Replace/repair 50% or more floor tile;
 - i. Replace kitchen sink;
 - j. Replace bathroom face bowl;
 - k. Repair interior and/or exterior steps;
 - l. Replace walls that are burst completely through;
 - m. Replace closet flange;
 - n. Replace ceramic wall tiles;
 - o. Replace entire walkways;
 - p. Replace major HVAC components.
8. The Maintenance Staff and the PHA shall perform the final inspection. Following this inspection, the PHA Staff shall accept the unit as complete if all work is completed to his/her satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of the PHA and it is expected that this discretion shall be exercised reasonably.

C. Steps In Turnover Process

The following steps shall be performed on all turnover units:

1. Remove range and refrigerator;
2. Exterminate;
3. Remove debris, clean and secure unit;
4. Remove all picture hooks, nails, valances, curtain hooks, shower curtain pins, etc.;
5. Plaster as required;
6. Clean all light fixtures;
7. Repair vinyl tile. Mop the floors free of dirt, wax, scuff marks, etc. Excessive build-up of wax deposits should be removed;
8. Clean plumbing fixtures and cabinets thoroughly;
9. Change the locks on the apartment doors;
10. Return the range and refrigerator to the apartment when leased. Spare sets of removable gas range parts should be carried in stock by the project. These parts should include: burner top plats, spider grates, top burners, drip trays, over racks, broiler racks, and/or pans and trays, etc. Parts removed should be cleaned and made ready for future use;
11. Final extermination if needed;
12. An apartment is deemed ready for occupancy by a new tenant only if the range and refrigerator have been thoroughly cleaned inside and out, kitchen sink and tub scoured, bathroom equipment washed, paint spots removed from all tile and fixtures, all debris removed, and the apartment swept, mopped, and exterminated;
13. Final inspection for cleanliness and conformance to standards will be made by the Maintenance Staff and the PHA.

VI. **PREVENTIVE AND PLANNED MAINTENANCE**

A. Policy

The PHA Preventive and Planned Maintenance Program is based on regular, scheduled, and methodical inspection of dwelling units, buildings, equipment, and major systems. These inspections are designed to maintain PHA property in good repair and to appreciably extend its useful life by ensuring repairs are made prior to actual breakdown, thereby minimizing both damage and repair costs. Preventive Maintenance in this way will result in lower operating cost. The PHA has instituted a Preventive Maintenance Program as the first line of its Maintenance Program and will adhere to the required schedule, including the annual inspection of all dwelling units.

B. Unit Inspection

1. Each occupied unit will be inspected annually by PHA or Maintenance Staff. The PHA or Maintenance Staff shall provide a list of units that will be inspected in the upcoming week. The PHA Staff shall notify the resident of the upcoming inspection by sending a letter at least three days prior to the visit.
2. The Staff member who is conducting the inspection should follow the order and methodology prescribed below. When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of a work order. Unusual conditions should also be reported to the PHA Staff in writing on the Inspection Form.

The Staff performing the maintenance inspection shall adhere to the following sequence:

- a. Knock on the door, state the purpose of the visit and politely ask for admittance. If no one is home, Maintenance Staff is to let themselves in, perform the inspection, and leave a note.
- b. If the Tenant is home, the Maintenance Staff should ask if there is anything they missed that requires maintenance.
- c. Maintenance Staff then fills out an Inspection Form and notes whether each element required attention, was in good repair, that the apartment has been checked, and all necessary work completed.
- d. The same Maintenance Staff makes a note of additional work needed. Items that will require additional work will require additional work orders.

3. The following items will be checked during the inspection:

- a. Faucets - faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.) Faucet handles should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold water spindles will be replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.
- b. Gas Ranges - gas ranges will be inspected for oven door closure, gas cock adjustment, a gas flame adjustment, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the gas range is found to be in poor condition, defects will be corrected immediately. If the gas range is found to be in poor condition because of tenant neglect or lack of care, the problem will be reported on the Inspection Form and reported to the Maintenance Staff..
- c. Hardware - entrance door hinges will be lubricated and checked for spring tension closure. Apartment door locks, knobs, strike plates, and stops will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the apartment master key. Cabinet hinges, friction catches, and pull handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately.
- d. Vinyl Tile - the general condition of floor tile will be noted on the form. When indentions, cracks, and bumps are found, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary.
- e. Ceramic Tile - the general condition of walls will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, quantity, and size of material needed for the repair.
- f. Electrical - switches will be operated to check their workability. Defective switches and missing cover plates will be replaced. Loose fixtures will be tightened. Fuse cut-out boxes will be inspected for conformity to fuse stats and adapters. Any deviation from these fuse stats and adapters will be corrected immediately. If there are indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff.
- g. Plumbing Fixtures - plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow to and from the fixtures. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, bathtubs, and washbasins will be inspected for damage, wear, or chipping areas. The extent of damage will be recorded on the Inspection Form for disposition by the Maintenance Staff. Flush tanks, flush tank

covers, and toilet bowls will be inspected for cracks and chips. If repair is needed, a notation will be made on the Inspection Form and reported to the Maintenance Staff.

h. Refrigerators - will be checked for secure door closure, thermostat operation, freezing capability, thermostat operation, and general condition. If the refrigerator is found to be in poor condition because of lack of care or abuse, the problem will be noted on the Inspection Form.

i. General Unit Condition - The general condition of the entire apartment will be noted. The following items will be checked and a notation entered on the Inspection Form:

(1) Is unit unsanitary? If so, give details.

(2) Check washing machines for wall or floor fastening and for fixed connections to water supply and drainage.

(3) The serial number of the range and refrigerator will be recorded on the Inspection Form for use in the annual inventory.

(4) The completed Inspection Form will be submitted to the PHA Staff who is responsible for initiating the work orders arising from the inspection.

(5) These work orders will be categorized as Unit Inspection and their issuance noted on the Inspection Form.

C. Motor Vehicles

The Motor Vehicle Maintenance Program is the responsibility of the Maintenance Staff. The Preventive and Planning Maintenance Program consists of regular inspections scheduled on a time or mileage basis. An effective Preventive Maintenance Program will minimize the number of breakdowns and downtime of the motor vehicle fleet, while ensuring the safety of the operator and occupants of the vehicles.

The operator of a vehicle can contribute greatly to the program by promptly reporting all operating deficiencies, noises, or the like, to the Maintenance Staff. The adherence to a well-planned and executed Preventive Maintenance Program has great significance to the PHA because of the average age of the motor vehicle fleet is beyond the normal life expectancy of the equipment. Accordingly, Preventive Maintenance Inspections shall be scheduled for all motor vehicles.

1. Scheduled Maintenance

Specified tasks will be performed as required on a daily, weekly, or monthly basis:

Daily - odometer check, visual check, check all fluids

Weekly - check inside and outside of the vehicle

Monthly - tune-up and oil change as needed

The Maintenance Staff is responsible for the condition of the vehicle and ensuring that scheduled maintenance is performed. The Maintenance Staff is responsible for the completion of oil changes, lubrication, tune-ups, or other repairs and maintenance. If the work required is beyond the capacity of PHA Staff, the PHA should secure outside services as needed.

D. Building and Systems Maintenance

1. Buildings - The Maintenance Staff will inspect each building and all facilities at least monthly. The inspection will include the complete building envelope, consisting of roofs, overhangs, exterior walls, windows, doors, railings, and infestation. In each development, the Maintenance Staff will inspect all grounds, playground equipment, roads, walks, and the drainage system. Particular attention will be given to evidence of sewer problems, gas leaks, and the electrical drops, and gas meter installations. The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements. Regular inspections must also be made of HVAC either by PHA personnel or contractors.
2. Heating & Cooling System - Planned and Preventive Maintenance on PHA heating systems is performed by PHA employees.
3. Equipment - Whenever a new piece of equipment is purchased, a file is started including all recommended Preventive Maintenance servicing dates. This information is recorded for scheduling. A copy of the work order, which confirms the performance of scheduled maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.
4. General Procedure - All preventive and planned maintenance work performed is covered by a work order. All preventive and planned maintenance work orders are issued by the PHA Staff. Work orders are issued for all items to be completed on a daily basis by the PHA Staff or the Maintenance Staff and distributed to the proper Maintenance Staff the next morning. Weekly work items are generated at the end of the preceding week, while monthly work items are produced on the first working day of the month. Work to be accomplished quarterly is confirmed by work orders produced on the 1st of March, June, September, and December.

E. Painting

1. Policy - Scheduling painting of PHA owned structures is essential to maintain a good appearance as well as to protect the structures from deterioration and structural damage. Exterior painting should be accomplished on a five-year cycle. The interior of dwelling units shall be painted at intervals no longer than every five years for family units, and every seven years for elderly units.
2. Exteriors
 - a. The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one fifth of the total inventory each year.
 - b. Included in the above inventory are all appendage facilities within each development. These include the management/maintenance building and the Community Room.
 - c. Painting will be accomplished between cycles if it becomes necessary due to fire damage or other unavoidable circumstances.
 - d. Residents, unless employed to do so by the PHA, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by PHA.
3. Interiors
 - a. The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be re-painted as necessary prior to occupancy to bring it to a standard of good property maintenance.
 - b. The interior of occupied units will be painted according to the cycle painting standard or as soon as possible. The Maintenance Department will determine which occupied units have not been painted within the standard period and schedule them for painting as availability of Staff permits.

F. Extermination

1. Pest Extermination - Scheduled

- a. Management is responsible for notifying the residents and ensuring that apartments are properly prepared.
- b. All developments will be completely treated for pests monthly.

2. Pest Extermination - Unscheduled

- a. Duties and responsibilities, as stipulated in the scheduled requirements, are an integral part of the unscheduled program.
- b. Residents requiring interim extermination shall report this to the PHA Staff.
- c. The PHA Staff will inform the Maintenance Staff that the apartments shall be exterminated.
- d. Extermination services may be provided as needed and paid for by the tenant..

G. Pest Extermination in Vacated Units

All vacated units will be exterminated once during the make-ready process.

H. Grounds - Janitorial Standards

1. Policy

Grounds and building areas shall be maintained in a manner that will provide a pleasant environment for PHA residents and will bring credit to the PHA.

2. Procedure

The following tasks will be completed according to the frequency indicated.:

- a. Policing grounds - On paved surfaces where cars, benches, and play equipment is prevalent, best results are attained by manual sweeping.

V. **TRASH COLLECTION**

A. Policy - The PHA will provide periodic trash collection at a frequency required to maintain the development in a sanitary condition with required tenant cooperation.

B. Procedure - Tenant cooperation is required by placing all trash or garbage in the receptacles provided by the PHA consistent with the pick-up schedule. Trash collection may be provided by private firms under contract to the PHA.

VI. **LAWN CARE/LANDSCAPING**

A. Policy - The PHA will keep all units and PHA Office lawns and landscaping areas cut and trimmed during the growing season to enhance the image of the PHA and to provide an attractive setting for its residents and the general public.

B. Procedure - By March 1 of each year, the PHA Staff will advertise for lawn care service in the local newspaper.

C. Procedure

1. Lawns

- a. Damage - In early spring, the Maintenance Staff will clear debris, tree limbs, large rocks, etc. from each lawn area and report excessive lawn damage to the PHA Staff. Damage to trees, ornamental plants and shrubs will also be reported. The Maintenance Staff will inform the PHA Staff of the location and nature of damage, and schedule corrective work.

2. Landscaping

- a. Hedges and Shrubs - ornamental plants should be trimmed on a regular basis. No plants should touch the foundation of any building. They should be cut clear of any stairs or building. The height and width of any hedge depends on their location and purpose.
- b. Trees - All dead or broken limbs should be cut clean near the trunk of the tree. No tree limb should touch any building.

VII. TRAINING

- A. Policy - It is the intention of the PHA Maintenance Department to have qualified, well-trained work force. Its goal is to ensure that every member of the Department is thoroughly trained in his/her job skill in order to perform their mission in a timely and efficient manner.
- B. Procedure
There are two types of training available for Maintenance Staff:
 - *classroom
 - *on-the job

Classroom training - consists of scheduled formal classroom instruction with a qualified instructor.

On-the-Job training - consists of skills instruction at a development with a qualified superior overseeing the work.
- C. In House Training - The PHA will occasionally review training needs of the Department. In the event a new piece of equipment is purchased (new stove, regenerator, etc.) that the Maintenance Staff is unfamiliar with, a training session will be prepared and scheduled for appropriate Staff members. Other in-house Staff training will be provided on an as needed basis.
- D. Contracted Training - the PHA Staff may, if the need arises contract for outside training services with private agencies. This method of training may include trade school facility members, manufacturing representatives, etc. This method of training may take place at either a PHA facility or at the contracted agent's location. All contracted training must be approved by the Executive Director, who will authorize training if funds are available.
- E. Handbooks, training manuals, brochures - The PHA Staff will keep all maintenance related handbooks, training manuals, brochures, and literature in an assessable location for use by the Maintenance Staff.

POSTED FOR REVIEW 11/23/2009

ADOPTED 1/8/2010

EFFECTIVE 1/8/2010

**NACOGDOCHES
HOUSING AUTHORITY
PUBLIC HOUSING
ADMISSIONS
AND OCCUPANCY POLICY**



**EQUAL HOUSING
OPPORTUNITY**

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SECTION I. INTRODUCTION

A. MISSION STATEMENT

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- ☞ Recognize residents as our ultimate customer;
- ☞ Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of PHA staff;
- ☞ Seek problem-solving partnerships with residents, community, and government leadership;
- ☞ Apply PHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

B. PURPOSE OF THIS ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The purpose of this document is to establish policies and guidelines for the PHA staff to follow for items that are not covered under Federal regulation for the Public Housing Program and to help clarify those Federal regulations.

The document covers both admission to and continued occupancy of all public housing units owned, and operated by the Housing Authority of the City of Nacogdoches, Texas.

The Board of Commissioners of the Housing Authority of the City of Nacogdoches must approve changes to this policy.

Before changes are approved they will be posted in the PHA office for review. All residents and resident organizations will be notified of impending changes at least 30 days before approval and may submit comments in writing to the Board of Commissioners.

The PHA is responsible for complying with all subsequent changes in HUD regulations pertaining to Public Housing. If such changes conflict with this document, HUD regulations will have precedence.

C. PRIMARY RESPONSIBILITIES OF THE PHA

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting Public Housing units to determine that they meet or exceed Uniform Physical Inspection Standards as set by HUD;
5. Approving leases;
6. Collecting rent and other charges on a monthly basis from residents;
7. Annual re-examinations of income, family composition and re-determination of rent;

8. Authorizing and processing evictions; and,
9. Ongoing maintenance and modernization of the public housing inventory.

D. OBJECTIVES

The objectives of this policy are to:

1. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (a) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (b) Insuring the fiscal stability of the HA.
 - (c) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to PHA employees.
 - (d) Insuring that Elderly / Disabled families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
2. Facilitate the efficient and effective management of the PHA and compliance with Federal Regulations.
3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

E. RULES AND REGULATIONS

All issues not addressed in this document related to residents and applicants are governed by federal regulations, U.S. Department of Housing & Urban Development (HUD) Memos, Notices, and guidelines or other applicable law.

SECTION II. FAIR HOUSING POLICY

It is the policy of the PHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements of the HUD regulations.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Public Housing residents regarding "discrimination" and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available during the family leasing session and all applicable Fair Housing Information and Discrimination Complaint Forms will be offered. Any complaints will be documented and made part of the applicant's/resident's file.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement form that states under what conditions HUD will release participant information.

The PHA's policy regarding release of information is:

To release pertinent client information only in accordance with the signed "blanket" release, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

To release information on amounts owed to the PHA where there is no current Repayment Agreement in effect.

To furnish prospective landlords with information concerning past behavior by family members as occupants of assisted or unassisted housing.

SECTION IV. OUTREACH PROCEDURES

A. FAMILY OUTREACH

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of public housing for lower-income families.

As much information as possible about public housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA Office, the staff may be available to convey essential information.

The PHA may hold meetings with local social community agencies.

The PHA may sponsor "Open House" programs within the public housing community to attract potential residents to view a public housing unit.

The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the PHA planned programs will be incorporated in the CHAS.

B. UNDER REPRESENTED GROUPS

Special outreach for groups (i. e. Mobility Impaired, Elderly, Minority, etc.) which may be under represented on the waiting list will be made to try and maintain a waiting list that reflects the general population of low income families within Nacogdoches county.

SECTION V. ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA.

HUD has five factors for eligibility:

Family Composition

Income Limits (24 CFR Part 5 Subpart F)

Provision of Social Security Numbers (24 CFR 750)

Signature of consent forms for income & wage and claim information (24 CFR 760)

Citizenship and eligible immigration status (24 CFR Part 5 Subpart E)

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a full application interview.

A. FAMILY COMPOSITION

The applicant must qualify as a Family. A family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. **In order to qualify as a family, any two or more adult persons with or without children contending to be a family, must intend to live together in a stable relationship of at least six months and share resources. All adult family members will certify that they intend to reside in the household for at least six months and share resources as a stable family.** A family is either a single person or a group of persons and includes:

1. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
2. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
3. A disabled family, which means a family whose head, co-head, spouse, or sole member, is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
4. A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
5. A remaining member of a tenant family is an adult family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. In order to qualify as a remaining family member the adult must have lived in the household for at least six months sharing resources with the family.
6. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Live-In Aide:

A Family may include a live-in aide who:

1. Has been determined by the PHA to be essential to the care and well being of the elderly, handicapped or disabled family member; and
2. Is not obligated for the support of the elderly, handicapped or disabled member, or any other member of the family; and
3. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The PHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of a live-in-aide will not be counted for purposes of determining eligibility or rent and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with a child to attend a sole occupant is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual.

The presence of a live-in aide's child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a resident of public housing.

B. INCOME LIMITATIONS

Annual Income as defined in the Code of Federal Regulations Title 24, shall not exceed 80% of the median income by family size for Nacogdoches County as established and revised by HUD and posted in the PHA office.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification stating the individual's name, Social Security Number, and that the individual is unable to submit documentation at this time (The individual then has 60 days from the date of the certification to obtain & submit the necessary documentation); or
3. Sign a certification, that they have not been assigned a Social Security Number. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification will be accomplished through the provision of a valid Social Security card issued by the Social Security Administration. Alternate verification may be a TPQY

computer query from the Social Security office. Telephone verification from the Department of Human Services data com will be accepted until a TPQY or valid card can be obtained.

The PHA will accept copies of the Social Security card only when it is necessary for the PHA to verify by mail the continuing eligibility of participant families.

Those not submitting documentation within the 60-day period are subject to eviction or denial of assistance.

D. MANDATORY SUBMISSION OF SIGNED CONSENT FORMS

Each member of an applicant family who is at least 18 years of age, including the family head and spouse regardless of age, are required to sign and submit consent forms authorizing:

1. HUD or the PHA to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

E. CITIZENSHIP AND ELIGIBLE IMMIGRATION STATUS

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR Part 5 Subpart E

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend to have noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR Part 5 Subpart E.

Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR Part 5 Subpart E.

A non-citizen student and the noncitizen spouse of the noncitizen student and their minor children as defined in 24 CFR Part 5 Subpart E are not eligible for any assistance, prorated or otherwise. However, this restriction does not extend to the citizen spouse of the noncitizen student and children of the citizen spouse and the noncitizen student.

The PHA will not delay or deny assistance because of immigration status of a family member except as provided in 24 CFR Part 5 Subpart E.

F. GROUND S FOR DENIAL OF ADMISSION

All applicant families will be evaluated to determine whether their habits and practices reasonably may be expected to have a detrimental effect on the other residents or the public housing community environment.

These same standards will be used for evaluating a person who will be joining a family already in occupancy. The PHA will determine that the person meets these standards prior to adding the person's name to the family's lease.

In order to ensure accurate screening, all adult family members must provide a unexpired government issued photo identification.

1. Screening of Applicants

In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.

Such screening will apply to all members of the household who are 18 years of age or older.

Procedure:

A request for a criminal-records check will be sent to the Nacogdoches County Sheriff's Department.

The family members' names will be checked against the state list of registered sex offenders.

A landlord referral form will be sent to the applicant's current and, if applicable, most recent past landlord.

A home visit will be conducted for those applicants that have no landlords or whose landlords do not return the referral form.

Housing Authority records will be check for past participation in Public Housing or assisted housing programs.

2. THE PHA IS NOT REQUIRED NOR OBLIGATED TO ASSIST FAMILIES THAT HAVE MEMBERS:

- a. that, as an adult family member during any previous tenancy from which a debt occurred, have not paid that outstanding debt owed the PHA or another entity from that previous tenancy under any Federal housing assistance program
- b. who have previously been evicted from public housing or have had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease..
- c. who committed acts that would constitute fraud in connection with any federally assisted housing program.
- d. who did not provide information required within the time frame specified during the application process.
- e. who have a history of drug-related criminal activity or violent criminal activity.

(The PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, regardless of whether the family member has been arrested or convicted.)

- f. who are subject to a lifetime registration requirement under a state sex offender registration program.
- g. who have a history of not meeting financial obligations, especially rent.
- h. who have a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other residents.
- i. who have a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of other residents.
- j. who, during the interview process, demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- k. who have not properly completed all application requirements, including verifications. (Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.)
- l. who, as adults, have refused to sign a release allowing the PHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. (If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used in accordance with Criminal Records Management Policy.)
- m. who were adult former Public Housing or Section 8 participants who vacated the unit in violation of the lease.
- n. who were adult former Section 8 participants whose assistance was terminated for violations of family obligations under the program.
- o. who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- p. who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project. (Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.)

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

3. Criminal Records Management

- a. All criminal records received will be maintained confidentially, not misused, or

- improperly disseminated, and the utmost security will be maintained.
- b. All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.
 - c. Misuses of the above information by any employee will be grounds for termination of employment. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.
 - d. If it is determined that the criminal history report does not contain information that would result in denial of assistance it shall be shredded as soon as the determination has been made. If the applicant or tenant is denied assistance, the criminal history report shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.
 - e. The agency will document in the applicant's or tenant's file the circumstances of the criminal report and the date the report was destroyed.
4. If information is revealed in the criminal history record that would cause the agency to deny assistance to the household, the agency shall provide upon request, a copy of the record to the person for whom the record was received.
 5. If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (in writing) with the PHA. A PHA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting. Once an applicant has been denied and been given an informal review, if the denial is upheld at the review the applicant is not entitled to another informal review until after the term of denial has passed, no matter if he reapplies. The applicant will be informed of this term of denial during the informal review and in writing.
 6. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of the personal declaration, unless otherwise provided for herein below:
 - (a). Denied admission for one (1) year for the following:
 - Past rental record
 - Bad rent paying habits
 - Bad housekeeping habits, in and outside the unit
 - Damages to dwelling units
 - Disturbances
 - Unauthorized residents
 - Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
 - (b). Denied admission for five (5) years for the following:
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act for arrests, and completion of sentence and/or probation period for convictions.

- Giving intentionally false information on the application.
 - Illegal drug use. The PHA can waive this requirement if: the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA.
- (c). Denied admission for ten (10) years for the following:
- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity. (For a ten-year period beginning on the date of such eviction.)
 - Persons terminated from Section 8 rental assistance because of violations of family obligations. (For a ten-year period beginning on the date of such termination.)
 - Persons evicted from public housing because of fraud. (For a ten-year period beginning on the date of such eviction.)
 - Conviction for Drug Trafficking.
- (d). Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- (e). Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project.

Note: As noted above these time frames are only guidelines and the PHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

- 7. Violence Against Women Act.** That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under Section XVIII D is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

A handicapped applicant who does not meet the screening criteria will not be denied participation if they can meet the criteria through "reasonable accommodation".

SECTION VI. APPLYING FOR ADMISSION

A. GENERAL POLICY

Applications are taken to compile a Record of Applicants/Community Wide Waiting List for all Public Housing owned or operated by the PHA.

The application process is undertaken in two phases: an application is taken first. When the application nears the top of the waiting list based on date and time submitted and the PHA anticipates a vacancy in the bedroom size needed, a personal declaration is completed and the information provided is verified.

B. OPENING/CLOSING OF APPLICATION TAKING

The PHA will utilize the following procedures for opening the waiting list:

When the PHA opens the waiting list, the PHA will advertise through public notice in the newspaper, and to other organizations as follows:

The Daily Sentinel, NAACP, Independence Manor, Oakhill Plaza, Eastwood Terrace, Mayor's Committee on People with Disabilities

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for section 8.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" section of this Admissions & Occupancy Policy.

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA may open or close the waiting list for specific bedroom size units and type of units (i.e. elderly or handicapped).

The PHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The PHA will give at least 3 days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by date and time.

When the waiting list is open, applications may be made in person at the PHA office at 715 Summit Street Nacogdoches, Texas between the hours of 12:00 p.m. to 5:00 p.m. Monday through Thursday except on holidays or may be mailed to applicants who are unable to apply in person. Applications are date and time stamped when returned to the PHA, fully completed and signed by the applicant family's head of household.

Individuals who have a physical impairment that would prevent them from making application in person may call the PHA to make special arrangements to complete their application.

The PHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

Any family requesting an application will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status, as long as the waiting list is open and the PHA is accepting applications.

C. APPLICATION PROCEDURES

The PHA will utilize a basic application form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement in the application pool.

The application will contain this basic type of information:

- Names and ages and Social Security numbers of all family members who are expected to reside in the public housing unit if selected.

- Race & ethnicity of family.

- Sex and relationship of members.

- Address and telephone numbers

- Amount and source of all income and assets.

- Information on whether the family would like to be considered for barrier-free unit, a unit modified for sight and hearing impaired, or a unit designated for an elderly family.

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the application in the form described in 24 CFR Part 5 Subpart E and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the application is complete, the PHA staff that are thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the client has been selected from the application pool for final processing. Final eligibility and placement on the list will be determined when the personal declaration and interview process is completed and verified.

Applicant heads of household are responsible for informing the PHA of changes in family circumstances (including income and address) and are responsible for responding to requests from the PHA to update applications. Refusal to provide information may result in the applicant being removed from the application pool.

The head of household may add or remove family members from the application and may change the designation of head of household to another adult family member. However, at least one family member on the original application must remain as a family member for the application to remain active. If none of the original family members are going to reside in the household at admission, the application becomes inactive and removed from the waitlist. In this case the current head of household will be given an opportunity for an informal review. If it can be shown that some of the original family members did intend to live with the current family members in a stable family relationship and share resources, but extenuating circumstances caused that to be impossible, the application may remain active.

D. NOTIFICATION OF PRELIMINARY ELIGIBILITY STATUS

Based on the information on the application, if the family is preliminarily determined eligible, the applicant will be promptly notified of the probable date that they may be offered assistance. The PHA communication will in no way lead applicants to believe that the estimated date of assistance is exact, but will stress that the estimated date is subject to several factors that are beyond the PHA's control (i.e., unit turnover, funding, etc.).

This information with respect to eligibility (and time period to be offered assistance) will be put in writing and mailed to the applicant or given to the applicant at the time the application is submitted.

Ineligible applicants will be promptly notified in writing detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

E. SELECTING APPLICANTS FOR FULL VERIFICATION

When there is anticipated assistance available within 120 days for an applicant, an interview letter will be sent with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 6 calendar days from the date of the letter. The applicant will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the applicant does not show up for the interview or rescheduled interview they will be removed from the waitlist and must re-apply when applications are being taken. They will be allowed to request an informal review of the removal from the waitlist if they request the review within ten days of the missed interview date. We will attempt to have this process completed before a unit is offered. However because of the need to fill units quickly, during the ten days allowed for requesting a review, the unit may be offered to the next applicant who did not miss their interview. If the review allows for the applicant to be put back on the list they may be offered the next available unit.

Application interview procedure

All adult family members are required to attend the interview and sign the verification release forms and personal declaration. Exceptions may be made for persons with physical disabilities, if attending will create a hardship.

The applicant will be asked, in their notice to attend the interview, to bring documentation of family composition (i.e. birth certificates, social security cards, driver's license), and documentation concerning eligible immigration status as designated in 24 CFR Part 5 Subpart E. All adult family members will certify that they intend to reside in the household for at least six months and share resources as a stable family. During the interview the head of household must complete the personal declaration form as to family composition, assets and income.

Verification of Personal Declaration Information

Information provided by the applicant will be verified including information on residency, family composition, income, assets, allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is offered a Public Housing unit. The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed. Eligible

immigration status shall be verified in accordance with 24 CFR Part 5 Subpart E.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA makes its final determination of eligibility, based on those factors under Section V ELIGIBILITY FOR ADMISSION, utilizing the verified data at this point in time. The household is not actually eligible for Public Housing until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial application and final eligibility determination. If at any time the PHA discovers an applicant to be ineligible, the applicant will be notified in writing and given an opportunity for an informal review in accordance with Section XIX.

SECTION VII. MAINTAINING THE WAITING LIST

A. APPLICATION POOL

An application pool will be maintained in accordance with the following factors:

1. The application and verified personal declaration will be a permanent file.
2. The pool will be maintained by the date and time the application was received by the PHA, **completed and signed**.
3. All applications must meet "Low Income" eligibility requirements as established by HUD and posted in the PHA office. The HUD Field Office must have previously approved any exceptions to these requirements.

The PHA will update the waiting list monthly. Any applicant who has not updated in writing or in person at the office of the PHA in the past 12 months will be removed from the application pool and their file placed "inactive".

B. WAITING LIST PREFERENCES

After conducting a Public Hearing and considering any comments, the PHA declines to have any preferences at this time.

C. MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of date and time the application was received by the PHA **completed and signed**.

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

1. Name of head of household;
2. Date and time the application was received completed and signed
3. Race & Ethnicity code
4. Designation of eligibility or ineligibility
5. The bedroom size needed based on the Occupancy Standards under Section X.

6. Date of each offer of unit and unit offered
7. Date offers are accepted
8. Date of any offers rejected and withdrawn applications
9. Specific reasons for any rejection or withdrawal

D. UPDATING THE WAITING LIST

The PHA will update the waiting list monthly to ensure that it is current and accurate.

If an applicant has not contacted the PHA within the past 11 months the PHA will mail a notice to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the update request.

The request letter will include a deadline date (which will be at least 12 months from the last update by the applicant) by which applicants must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be applicants.

The deadline will give the applicant at least ten days from the date of the notice to respond. If the applicant fails to contact the PHA by the deadline date, the applicant's name will be removed from the waiting list. The PHA does not accept responsibility for mail delays.

If the applicant is no longer eligible based on the updated information they will be promptly notified and given an opportunity for an informal review.

E. ORDER OF SCHEDULE FOR APPLICATION INTERVIEW

Interviews for completion of a personal declaration are scheduled as follows based on the Public Housing units vacant or anticipated to be vacant:

The first criteria will be by bedroom sized needed according to the Occupancy Standards set out in Section X.

The second criteria, if the unit is barrier-free, or designated for elderly families, will be those claiming eligibility for these units.

The third criteria will be the date and time of the application.

F. REMOVAL FROM THE WAITING LIST

If an applicant cannot attend the scheduled interview they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested and be removed from the waiting list.

SECTION VIII. TENANT SELECTION AND ASSIGNMENT

A. POLICY

It is the PHA's policy that each applicant will be assigned his/her appropriate place on one Community-Wide Waiting List in sequence based upon date and time the application is received, type and size of unit needed. Exceptions will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by

the HUD Office of Fair Housing and Equal Opportunity.

B. METHOD OF APPLICANT SELECTION

1. The PHA will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
2. Further, in the selection of a family for a unit with accessible features the Authority will give priority to families that include a person with disabilities who can benefit from the unit features. (24 CFR 8.27)

C. ASSIGNMENT PLAN

1. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.
2. Each qualified applicant first in sequence on the Waiting List will be made one offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
3. The applicant has seven (7) calendar days from the date the offer is made (by phone, mail or the method of communication designated by the applicant) to accept the offer. Accepting the offer means signing a lease which can be dated effective in the future for current landlord notice requirements) and paying the security deposit.
4. If the applicant does not accept the offer, he/she will be removed from the Waiting List with an opportunity for an informal review.
5. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the PHA, clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the Waiting List.
6. Examples of good cause reasons for refusal of an offer include, but are not limited to:
 - (a). verified reasons the location would place a family member's life, health or safety in jeopardy.
 - (b). a health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household member
 - (c). unit is inappropriate for applicant's disabilities, or the family does not need the accessible features offered by the unit; does not want to be subject to a 30-day notice to move.

D. DWELLING UNITS WITH ACCESSIBLE / ADAPTABLE FEATURES

1. Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:
 - (a). First, to a current occupant of another unit of the same development, or other public housing development under the PHA's control, having a

- disability that requires special features of the vacant unit (transfer)
 - (b). Second, to an eligible applicant on the Waiting List having a disability that requires the special features
2. When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to sign an agreement to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

E. DECONCENTRATION RULE AND INCOME TARGETING

In its assignment of units, the PHA will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

1. Applicants will be grouped according to the following priorities based on income ranges:
 - (a). Priority 1: Families with incomes between 0% and 30% of the area median income
 - (b). Priority 2: Families with incomes between 31% and 80% of the area median income (target is 60% of admissions)
2. As required by the Quality Housing Responsibility Act of 1998, at least 40 percent of the families admitted during the fiscal year must be admitted from Priority 1. In order to ensure that at any given time the PHA has not fallen below the required 40%, the following test will be performed prior to each new admission:
 - (a). Determine total number of admissions since start of the fiscal year
 - (b). Add one to this total (the applicant about to be housed)
 - (c). Determine number of families housed to-date with incomes at or below 30% of median
 - (d). Divide c by b
 - (1) if the result is .40 or greater, next admission may have an income greater than 30%
 - (2) If the result is less than .40, the next admission must have an income at or below 30% of median.
3. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the PHA may skip over a Priority 1 family on the Waiting List in order to house a Priority 2 family with higher income.

NOTE: The PHA may reduce the 40 percent target for public housing by exceeding the 75 percent minimum targeting requirement for admission of extremely low-income families in the PHA's Section 8 voucher program, not to exceed the lowest of the following: ten percent of the public housing waiting list admissions; ten percent of the Section 8 waiting list admissions; the number of low-income families (other than extremely low-income families) that lease public housing units in high-poverty census tracts, defined as those with a poverty rate greater than 30 percent.

Initial intake, Waiting List management, screening and offers of housing will be made from the central PHA office. The PHA will maintain a record of units offered, including

location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

SECTION IX. TRANSFERS

The PHA will maintain a list of families (by number of bedrooms) that need to be transferred.

The family name shall be placed on this list on the day the PHA becomes aware of family composition change or other circumstances requiring a change.

Families that are under housed will be given priority over families that are over housed.

Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.

Emergency and certain administrative transfers will take priority over new admissions, as follows:

1. condition of the unit poses an immediate threat to the resident's life, health or safety, as determined by the PHA. Examples are:
 - (a). defects hazardous to health or safety need to be repaired
 - (b). verified medical problems of a life-threatening nature need to be alleviated
 - (c). threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
2. unit is slated for modernization
3. individuals needing an available unit that is accessible or adapted for use by handicapped or disabled

The PHA will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.

Residents will receive one offer of a required transfer. Refusal of that offer without good cause may result in lease termination. The "good cause" standard that is applicable to new admissions will also apply to transfers.

Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites only to alleviate hardships as determined by the PHA.

Any transfers not required by the PHA must be requested in writing to the PHA office. The written request will be date and time stamped when received. The PHA will use the policies in this section and in the Occupancy Standards Section X. to determine whether to allow the transfer. If the transfer is denied, the resident will be promptly notified and may follow the Grievance Procedures posted in the PHA office.

All the costs to the family associated with transfers to correct occupancy standards will be the responsibility of the family.

Except for any additional security deposits that may be required, the PHA will bear the

reasonable cost of emergency and certain administrative transfers, and transfers to allow “reasonable accommodation” to handicapped or disabled residents. The resident will bear the cost of any other type of transfer allowed or required. Reasonable cost will be based on the unit size being moved into and a \$7.50 per hour per worker rate as follows:

Bedroom size	Reimbursement	Based on
1	\$ 30	2 workers for 2 hours
2	\$ 60	2 workers for 4 hours
3	\$ 90	2 workers for 6 hours
4	\$120	2 workers for 8 hours

For those emergency and certain administrative transfers, and transfers to allow “reasonable accommodation” to handicapped or disabled residents the PHA will also reimburse the normal transfer fee charged by the gas, electric and water utilities as required. The transfer fee charged for telephone and cable TV will also be reimbursed if the resident had those services in their old unit at the time of transfer. If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the PHA will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days.

SECTION X. OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with occupancy standards set forth in this Section. However, in the event that there are units that cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be housed. In such case the families will be transferred to units of the proper size as soon as possible in accordance with the Transfer Procedures in Section IX.

The occupancy standard will determine the bedroom size designation on the waiting list and transfer list.

In determining the family size, every family member who will be living in the public housing unit, including unborn children and children temporarily absent are counted as a person.

These general guidelines are used in determining unit size assigned:

DWELLING UNIT SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8

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

If the PHA determines that the unit size is no longer suitable for the family based on the maximum and minimum standards above, the family will be required to transfer in accordance with the Transfer Procedures in Section IX.

It is not the intention of the PHA to determine which family members may share a bedroom; however unit size will generally be assigned as follows:

1. Two bedrooms for a two-person family other than husband and wife.
2. Sufficient bedroom size so that family members of opposite sex, except spouses or significant others will not be required to share a bedroom.
3. Sufficient bedroom size to allow for a separate bedroom for a PHA approved live-in aide.
4. Sufficient bedroom size, as determined by verified medical reasons that may require a family member to have a separate bedroom.
5. Sufficient bedroom size to not require adults other than spouses or significant others, to share a bedroom.
6. Sufficient bedroom size to not require two family members whose age difference is greater than 5 years, other than spouses or significant others, to share a bedroom.
7. Sufficient bedroom size not to require the living room to be used for sleeping purposes.

The PHA may assign larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The PHA based on individual family needs, will determine assignments of families within the unit ranges indicated above.

SECTION XI. FAMILY COMPOSITION AND INCOME CONSIDERATIONS

A. DEFINITION OF TEMPORARILY ABSENT:

If the family has to leave the household for more than 3 consecutive months, or more than 120 days in a calendar year, the unit will not be considered to be their principal place of residence and they will be terminated from the program.

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return. The parent will retain his/her eligibility as a remaining member of the resident family. S/he may have to transfer to a different size unit. To determine whether and when the bedroom size should be changed, the case should be taken to the Public Housing Manager who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.

If a single parent leaves the household and if another adult is brought in to take care of

the children while the parent is away, the family may not be terminated if the head of household has not violated the lease. The head of household must request and get approval from the PHA to add this adult as a family member. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease.

B. FAMILY MEMBERS VACATING AND OTHER CONSIDERATIONS

1. Spouse:

If the a spouse or significant other leaves the household and will be gone for 6 months or more of the re-certification period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. An exception would be a spouse on active duty in the military. A military spouse will be considered temporarily absent.

If a spouse or significant other leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If the husband or wife files for divorce, the person who leaves the household will be considered permanently absent.

If the spouse or significant other is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

2. Other Adult:

If any other adult goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent.

3. Students:

A student (other than a spouse or significant other) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for unit size) or temporarily absent (income counted, on lease, counted for unit size) at the family's option.

An adult may be designated a full time student between regular spring and fall semesters if they certify as to their intent to register as a full time student for the upcoming fall semester and they were a full time student during the most recent spring semester. If they fail to register as full time any employment income that was not used in calculating TTP because of their full time student designation will be counted retroactive to the date it would have been counted and any over payment of assistance as a result must be reimbursed by the family.

4. Joint Custody of Children:

Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

5. Sole Member of Household:

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered to be their principal place of

residence and they will be terminated from the program, unless the resident requests an extension by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

6. Visitors:

Any person not included on the HUD 50058 and Lease who has been in the unit more than 3 consecutive days a total of 6 days in one month without PHA written approval, or a total of 72 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the PHA staff will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be construed as verification of unauthorized residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA may terminate the lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household as long as they have written permission from the PHA and the head of household still claims them as visitors.

7. Reporting to the PHA:

The family must notify the PHA and request approval of any person they wish to add to the household. The person must not move into the unit until PHA approval is obtained. The PHA will use the same screening criteria as for applicants under Section V and the Occupancy Standards in Section X. to determine whether or not to allow the person to be added to the lease.

The family will need to declare a member as permanently or temporarily absent in writing to the PHA. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the unit size.

The family should be counseled at initial leasing and at reexamination on the effect of the permanently/temporarily absent policy on income.

8. Temporarily Absent Family Member's Income:

Income of temporarily absent family members is counted.

A temporarily absent individual on active military duty will be removed from the

household, and his or her income will not be counted unless that person is the head of household, spouse, or co-head.

- (a). However, if the spouse or a dependent of the person on active military duty resides in the unit, that person's income will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.
- (b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty.

C. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME:

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent above)

D. ANNUALIZING / AVERAGING INCOME:

There are two ways to figure income when the income is not received for a full year:

Annualizing current income (and subsequently conducting an interim reexamination if income changes); or

Averaging known sources of income that vary, to compute an annual income (no interim adjustment is made if income remains what was calculated).

The PHA will use the Averaging income method for all families unless the Public Housing Manager approves a deviation.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months' of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months' of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the Tenant Rent every month.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

E. REGULAR CONTRIBUTIONS AND GIFTS:

Regular contributions and gifts received from persons outside the household are

counted as income if valued at more than \$25 per month.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

F. ALIMONY AND CHILD SUPPORT:

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the resident as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Attorney General's office, for example, for the prior 12 payments), the PHA will use the amount received over the last 12 payments if no projection of anticipated income can be made.

G. LUMP SUM RECEIPTS:

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

PHAs may develop a calculation method that calculates retroactively or prospectively, as long as they get the full rent out of it.

The calculation will be done prospectively for families who report the lump sum amount on a timely basis.

If the lump sum amount is received and reported so that it results in an interim adjustment, it will be calculated as follows:

The entire lump sum payment will be added to the rest of the annual income at the interim;

The PHA will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving a 75% balance);

At the next annual reexamination, the PHA will take 75% of the lump sum and add to the rest of the annual income;

The lump sum will be used in the same method for any interims that occur prior to the next annual reexamination.

If the family does not report the lump-sum payment in a timely manner, the lump sum amount will be calculated retroactively in this way:

The PHA will calculate the lump sum retroactively; going back to the date the lump-sum

payment was to be considered, as long as that date is not prior to program participation. If the lump-sum payment started 5 months ago, for example, the entire lump-sum amount is added to the Annual Income in effect 5 months ago and the Total Tenant Payment and Tenant Rent are recalculated. The new Tenant Rent is taken times the number of months that had elapsed until the current calculation and the difference between what was paid and what should have been paid is determined.

At the PHA's option, the tenant will enter into a Repayment Agreement or be required to pay the entire amount at this time unless the entire payment represented an onerous burden on the family.

H ASSETS CALCULATIONS

In calculating the value of cash and cash equivalent asset accounts the PHA will use the average balance for the past 3 months.

I. ASSETS DISPOSED OF FOR LESS THAN FAIR VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one-year period is less than \$2000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one-year period is more than \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed of.

J. CHILD CARE

Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable the child's parent, foster parent or guardian to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed.

If a child becomes thirteen (13) years of age between annual certifications an interim change in TTP will not be made removing the childcare expense unless the family requests a recalculation of TTP.

The PHA will not normally determine childcare expenses for a child as necessary when the household contains an additional parent, foster parent or guardian of that child who is physically capable of caring for that child and is not working, actively seeking employment or furthering his/her education. The head of household must document the disability/handicap that prevents the parent, foster parent or guardian from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for childcare deductions:

The maximum childcare deduction allowed to work will be based on the amount earned of the child's parent, foster parent or guardian enabled to work as designated by the family.

Because of the requirements of childcare facilities and travel and study time, the PHA will allow the cost of full time childcare for the parent, foster parent or guardian enabled to further his/her education or actively seeking employment.

Those claiming the deduction for actively seeking employment will be required to register with the Texas Workforce Commission.

Rate of Expense:

The PHA will annually survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

K. MEDICAL EXPENSES:

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

Non-prescription medication must be doctor recommended with a recommended dosage in order to be used as a medical deduction.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

SECTION XII. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

A. CHOICE OF RENT / DETERMINATION OF RENT

The amount payable monthly by the family as rent to the PHA is the rent selected annually by the family from the below options. To assist the family in making an informed choice the PHA will provide the family information on the dollar amount of tenant rent under each option and on the PHA policy for switching type of rent due to financial hardship (as defined under Paragraph G of this Section):

Flat Rent – Amount of tenant rent based on the market value of the unit. The market value is determined by applying the Section 8 rent reasonable values to the public housing units on an annual basis, then comparing the results to the HUD-published Fair Market Rents taking into account the utility allowances for the units. The lower amount of the compared calculations will be used as flat rents. If the resident chooses the flat rent method, the amount charged will be according to unit size and is attached as Appendix “A” to this document. The flat rent schedule in effect at the time of the annual lease will be used and that amount will be used for the entire 12 months of the lease and renewals up to three years, even if the flat rent schedule is changed by annual review.

If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the family’s rental payment will be immediately switched to income-based rent at the family’s request.

Income-based Rent

Amount of tenant rent as calculated in accordance with HUD regulation based on the income of the family minus exclusions and allowable deductions.

B. ANNUAL RE-EXAMINATION

1. Families will be required to provide information on income, assets, allowances and deductions, and family composition at least annually, except in the case of those that choose Flat Rent which will be every three years for income, assets, allowances and deductions and each year for family composition. Verifications acceptable to the PHA shall be obtained and determinations made. In the event of failure or refusal of resident to report the necessary information, the PHA may terminate the Lease. This reexamination shall be done not less than 60 days or more than 120 days from the anniversary date of the Lease.
2. Records shall be maintained to insure every resident being reexamined within a twelve-month period.
3. Upon completion of reexamination and verification, resident shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the resident's file.)
 - (a) Any change in rent and the date on which it becomes effective.
 - (b) Any change required in the size of dwelling unit to be occupied.
 - (c) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - (d) The income based calculated rent and the amount of the flat rent. The family shall elect, in writing, their choice.
4. In the event of change in resident circumstances resident will: execute a new Lease if required to transfer, amend household members on the first page of the Lease specifying the changes if any, or accept a Notice of Rent Adjustment as an amendment if needed.
5. If the PHA determines that the size of the premises is no longer appropriate for resident's needs the resident may be required to transfer to another unit as outlined in the Transfer Procedures.

6. If a transfer to another unit occurs a new lease will be executed and an annual certification will be conducted to coincide with the new lease date.

C. INTERIM REDETERMINATION OF RENT

1. The family must receive permission from the PHA, in writing, before allowing any person not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and may be evicted.
2. Changes in family composition or income between annual reexaminations will not be used to recalculate Tenant Rent unless the family requests a recalculation to reduce the rent.
3. Even though an increase in earned income would normally not be used to increase the Tenant rent between annual reexaminations the exclusion period for those individuals eligible for Earned Income Disregard will start the first of the month following the start of the disregarded earned income. In order to track Earned Income Disregard, changes in family income between annual reexaminations must be reported in writing within 10 calendar days of the change. In order for a decrease in TTP or Tenant Rent to occur based on reduction of the family income or increase in expenses, the family must request the decrease and document that the Average Yearly Projected Income minus the allowable deductions will be less than was calculated at the annual reexamination.
4. Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations.

Exceptions:

- (a) Families with zero income; will be reexamined every 90 days.
 - (b) Families whose annual income cannot be projected with any reasonable degree of accuracy; will be reexamined not less than every 90 days
 - (c) Changes may occur if an error was made at admission or reexamination (and family will not be charged retroactively for errors made by housing personnel).
 - (d) Changes may occur if the family's rent was based on false or incomplete information supplied by the family (and the family will be charged retroactively and may have lease terminated).
 - (e) If at any time after the annual reexamination, the family requests a recalculation of TTP that results in a reduction of the tenant rent, all subsequent changes in family income must be reported to the PHA within 10 calendar days of the change and may be used to increase rent. If the change in total family income is less than a gross amount of \$300.00 greater per month from the previous certification used for rent calculation, there will be no increase in tenant rent calculated.
 - (f) A temporary rent is required under Section XII E below.
 - (g) A special re-examination is requires under Section XII F below.
 - (h) A minimum hardship exemption is requested under Section XII G below.
5. Generally, decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change in circumstance was

reported and verified if reported by the 1ST working day after the 20th day of the month. If reported after that date, the change will be effective the first of the second month following the month in which the change occurs. However, if at anytime an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

6. Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.
7. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

D. *TIMELY REPORTING*

1. Standard for Timely Reporting of Changes:

The standard for reporting changes for interim examinations in a timely manner is for the family to report the change within ten working days of the change.

If the resident does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification oral or written is utilized to verify the change.

If the resident does not return by the end of the month, the Total Tenant Payment is calculated when the verification is received.

2. Procedures When the Change is Reported in a Timely Manner:

The PHA will notify the family of any change to be effective according to the following:

The family will always be given a 30-day notice prior to the first of the month for a rent increase. Increases in the Tenant Rent are to be made effective upon thirty days notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Generally decreases in the tenant rent are to be made effective the first of the month following that in which the change in circumstance was reported (if reported by the 1ST working day after the 20th of the month) and verified by the family secured documentation or third party verification. However, if at anytime an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

The change may be based on the documentation the resident brought with them to the interview, followed up by the third party verification. Verbal confirmation by the resident will not be acceptable. If the resident does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

3. Procedures When the Change Is Not Reported in a Timely Manner:

If the family does not report the change within ten working days of the change, the family will be determined to have caused an unreasonable delay in the interim

reexamination processing.

- **Increased Tenant Rent:**

The change will be effective on the first of the month thirty days following the processed change, and a repayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner. If at an annual or interim interview, the resident does not report a change in family composition or income as required, the PHA may evict the resident for fraud.

- **Decreased Tenant Rent:**

The change will be effective on the first of the month following that in which the change in circumstance was reported (if reported by the 1ST working day after the 20th of the month) and verified by the family secured documentation or third party verification. If the resident does not come in during the month the change occurred and comes in at the beginning of the following month, the decrease cannot be retroactive to the first of the month. Deviation from normal effective dates is justified because of the resident's failure to supply the required report.

4. Procedures When the Change Is Not Processed by the PHA in a Timely Manner:

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If the PHA staff does not process changes in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an overpayment by the resident will be calculated retroactively to the date it should have been effective and a credit will be made to the resident.

5. Timing of Next Annual Re- examination:

In the event there is an interim adjustment completed, the next regular re-examination will be scheduled within a year from the last effective date of the annual re-examination of the family.

6. Changes in Family Composition:

All changes in family composition must be reported within ten calendar days of its occurrence.

E. NOTICE OF TEMPORARY RENT

On occasions, the PHA is required to compute rent based on information that is supplied by the resident and third party information that has not or will not be provided by the employer. When this situation occurs the PHA will compute a temporary rent based on the information available. Once the information is verified the resident will be notified in writing. If an underpayment was made based on the information provided, the resident will have fourteen (14) days from the date of the PHA notification to pay the amount specified. If the resident has made an overpayment, that amount will be credited to the resident account. The Head of Household and Spouse (if applicable) and a PHA

representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the resident.

F. SPECIAL RE-EXAMINATIONS

Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

1. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for ninety (90) days. The resident shall be notified, in writing, of the date of the special re-examination.
2. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
3. Rents determined at special re-examinations shall be made effective as noted in this section.

G. MINIMUM RENT HARDSHIP EXEMPTIONS

1. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:
 - (a) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - (b) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - (c) The income of the family has decreased because of changed circumstance, including loss of employment.
 - (d) A death in the family has occurred which affects the family circumstances.
 - (e) Other circumstances which the PHA may decide on a case-by-case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.

2. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case,

if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the PHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety-day period. This Paragraph does not prohibit the PHA from taking eviction action for other violations of the lease.

H. EXCEPTION TO RENT REDUCTIONS - REDUCTION OF WELFARE BENEFITS

If the resident requests an income re-examination and the rent reduction is predicated on a reduction in resident income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

1. Noncompliance with economic self-sufficiency program or;
2. Work activities requirements or;
3. Because of fraud.

Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement, will not have their rent reduced.

I. SELF-SUFFICIENCY INCENTIVES

1. LIMIT ON RENT INCREASES:

The annual income of a resident will not increase as a result of increased income due to employment during the 12-month period beginning on the date on which the employment is commenced. Eligible families are those that reside in public housing:

- (a) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years. This includes a person who has earned, in the previous 12 months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
- (b) Whose employment income increases during the participation of a family member in any family self-sufficiency or job training program.
- (c) Who is or was, within 6 months, assisted under any State program for temporary assistance for needy families.

2. PHASE-IN OF RENT INCREASES:

Upon expiration of the 12-months period, the rent payable by a family may be increased due to continued employment of a family member except that for the 12-month period following expiration of the 12-month disallowance, the increase may not be greater than 50 percent of the amount of the total rent increase.

3. EARNED INCOME DEDUCTION:

In order to build a more economically diverse Public Housing population, to encourage resident movement to the work place and make Public Housing more competitive with the Rental Assistance Programs, the PHA allows a deduction of \$1,000.00 per family per year of earned income from wages for Public Housing residents. A family that has less than \$1,000.00 in earned income will have that earned income reduced only to zero. Other types of income will not be reduced. During that period of time when the total earned income is not counted as a result of

the phase-in procedures described in Paragraph 2.above, this deduction will not apply. Only after the phase-in has been completed and all earned income is counted, will the \$1000 deduction kick in. Full time students who have all but \$480 of income excluded under HUD regulation will not receive this earned income deduction.

J. CALCULATION OF ADJUSTED FAMILY INCOME & TOTAL TENANT PAYMENT

Taking into account the Earned Income Deduction above, the Adjusted Family Income and Total Tenant Payment (TTP) is calculated in accordance with, and using or excluding any family income as designated by 24 CFR and any updates as published and distributed by HUD.

A computer programmed to make those calculations will make the TTP and Rent calculations. For mixed families, (those who have some members with citizenship status or eligible immigration status and some who do not contend to have citizenship status or eligible immigration status) 24 CFR Part 5 Subpart E will apply when calculating rent.

SECTION XIII. VERIFICATION PROCEDURES

A. GENERAL POLICY

The PHA verifies family income, family composition, status of full time students, value of assets, and other factors relating to eligibility determinations before an applicant is offered a Public Housing unit and at least annually after admission (every three years for those families choosing Flat Rent).

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR Part 5 Subpart E

The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed.

SECTION XIV. MISREPRESENTATION BY THE APPLICANT OR RESIDENT

If an applicant or resident is found to have made willful misrepresentations at any time which resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident. If such misrepresentation resulted in resident paying a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the PHA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

SECTION XV. LEASE EXECUTION AND RESIDENT ORIENTATION

A. REQUIREMENT TO ATTEND

All adult family members are required to attend the lease execution and resident orientation when they are initially assigned a public housing unit. Exceptions may be made for adult family members who are temporarily absent. The lease execution will be

scheduled within ten working days of the date of the offer to the applicant. If the applicant cannot be present at the scheduled time it is their responsibility to notify the PHA and re-schedule within the original ten days. If the applicant has not executed the lease within the ten working days after the offer of the unit the offer will be considered rejected.

B. SECURITY DEPOSIT REQUIREMENTS

Before the lease is executed the applicant must provide the security deposit required by bedroom size as follows:

For units owned by the PHA:

ONE BEDROOM	\$ 150.00
TWO BEDROOM	\$ 200.00
THREE BEDROOM	\$ 225.00
FOUR BEDROOM	\$ 250.00

Anytime the security deposits are increased by amendment to this policy the current residents will not have to increase their security deposit unless they transfer to a new unit or are required to do so by Federal Regulation.

If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the PHA will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days minus any amounts due the PHA for rent or other changes outstanding.

After the resident has vacated the dwelling and the PHA has inspected the premises, the security deposit will be refunded to the resident, less any charges for:

1. All rents, late fees, maintenance and repair charges, or court costs which are due.
2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear).
3. The cost of keys not returned to the PHA.

No portion of the Security Deposit will be refunded if proper notice of intention to vacate has not been given in accordance with the lease.

Unless the family is moving with Housing Choice Voucher or Homeownership assistance, no portion of the Security Deposit will be refunded if the family vacates the unit before the end of the initial or any successive twelve month term.

The deposit will be refunded by mail to the forwarding address, provided by the resident at move out, within 30 days after the resident has vacated the dwelling and the PHA has inspected the premises. PHA is not required to refund the deposit if the resident has not provided a written notice of forwarding address.

Except in cases of excess after transfer, the security deposit may not be used to pay rent or other charges while the resident is in occupancy.

Those residents who have pets will be required to pay an additional \$100.00 pet security deposit as outlined in the Pet Policy Section XX.

For PHA owned units any interest earned on security deposits will be used for resident services or activities as allowed in 24 CFR.

C. ORIENTATION

During the lease execution and resident orientation the PHA will:

1. Explain the lease thoroughly.
2. Explain the resident's rights, responsibilities and obligations.
3. Acquaint the resident with the policies herein.
4. Acquaint the resident with procedures for requesting maintenance.
5. Provide a copy of the Public Housing Grievance Procedures to the family.
7. Provide a copy of the Schedule of Resident Charges for maintenance and repairs.
6. Provide a copy of the Public Housing General Rules to the family.
8. Acquaint the resident with the Resident Council.
9. Acquaint the resident with any services provided by the PHA.
10. Orient the resident as to the location of the Community Room, offices, mailboxes, and play ground.
10. Provide other information as deemed appropriate by the PHA.

SECTION XVI. DWELLING INSPECTIONS, MAINTENANCE, AND CHARGES

A. INSPECTIONS

An authorized representative of this PHA, resident and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and both parties shall sign it with a copy retained in resident's file. The PHA representative shall inspect the premises at the time the resident vacates and furnish a statement of any charges to be made provided the resident turns in the proper notice under state law and requests the proper inspection. The resident shall be provided an opportunity to participate in a move out inspection, unless resident vacates without notice. The resident's security deposit can be used to offset against any resident damages to the unit.

Note: Any adult member of the household is allowed to sign the inspection form for the Head of Household.

There are eight types of inspections the PHA will perform on dwelling units:

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by PHA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.
2. Move-out Inspections: - Performed with resident, if possible, and documented by PHA on inspection form and signed by the resident, if present. This inspection determines if the resident is responsible for any damages and owes the PHA funds. Any deposit will be used to offset the funds due the PHA.
3. Annual Inspections: - The PHA inspects 100% of its units annually using

standards that meet or exceed Uniform Physical Inspection Standards as set by HUD.

4. Preventive Maintenance (PM) Inspections: - PHA staff on a regular basis performs PM inspections and the residents are given at least two days notice prior to the inspection. Or if there is to be a series of inspections (i.e., each Friday for three weeks) a notice of the schedule of the inspections will be delivered to the resident at least two days before the first scheduled inspection.
5. Complaint Inspections: - If a resident has a complaint about their unit or the equipment provided by the PHA in their unit an inspection may need to be made to determine what maintenance or repair is required. This inspection will not require advance written notice but will be at the request of the resident at a reasonable time.
6. Project Manager Inspections: - The PHA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the residents and see if they have any specific needs that we can help them with and/or refer them to a service agency. The resident will be given at least two days notice, prior to the inspection.
7. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the PHA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected residents will be given two days notice.
8. Emergency Inspections: - If any employee and/or agent of the PHA has reason to believe that an emergency exists within the public housing unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

B. DWELLING MAINTENANCE

Maintenance on dwelling units will be performed by work orders issued to the maintenance department or to contractors as needed. Work orders may be generated by PHA inspections or by residents calling or coming into the PHA office. All requests for maintenance by residents must be made to the Receptionist or Public Housing Manager so that a work order may be issued. Emergency work orders (those that involve repairs relating to the immediate health and safety of the residents) will be performed first. Make ready of vacant units for releasing will have priority over other work orders for general repairs.

C. CHARGES TO RESIDENTS FOR MAINTENANCE AND REPAIRS

Residents will be charged in accordance with their lease for the cost of maintenance and repairs to their dwelling unit, equipment, or common areas, which are needed because of neglect or abuse by the resident family members or guests of the family. No charges will be made for normal wear and tear. Typical charges that may be updated from time to time by the PHA board of commissioners after 30 days notice for comments to the residents will be as stated in APPENDIX "B"

SECTION XVII. UTILITY ALLOWANCES

A. UTILITY ALLOWANCE SCHEDULE

The Utility Allowance Schedule for each Public Housing Project is based on the calculated utility allowances used for the Housing Choice Voucher Program.

The Total Tenant Payment is the payment the family makes toward rent and an allowance for utilities. If the family pays for some or all utilities, the PHA will provide the family with a utility allowance. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.

The utility allowance is given as a reduction in the rent to be paid by the resident.

The PHA will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the Utility Allowance Schedule will be revised after a 30-day notice and comment period for the Public Housing residents.

A survey of utility rate increases within the PHA's jurisdiction will be made annually and the Schedule for Utility Allowances will be adjusted as needed.

The approved utility allowance schedule is posted in the PHA office and is stated in APPENDIX "C"

B. UTILITY REIMBURSEMENT PAYMENTS

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment on behalf of the family each month.

If approved by the utility company, the check will be made out directly to the Utility Company(s) if possible or to the resident.

SECTION XVIII. CONTINUED OCCUPANCY, FAMILY MOVES, AND EVICTIONS

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

There are to be eligible for continued occupancy in Public Housing communities only those residents:

1. Who have not violated the terms of their lease.
2. Who qualify as a family as defined in Section V.
3. Whose adjusted income is insufficient for it to obtain and maintain adequate accommodations in the private market.

A family may only be declared ineligible under this provision if:

- (a) Total family income exceeds the maximum income limit for the family size as set by HUD each year and posted in the PHA office; and
- (b) If the PHA has identified, for possible rental by the family, a unit of decent, safe and sanitary private housing of suitable size available at a rent not exceeding the Tenant Rent calculated in accordance with 24 CFR 5.613; or
- (c) If the PHA is required to do so by local law.

4. Who conform to the Occupancy Standards set forth in Section X.
5. Whose past performance in meeting financial obligations to the PHA, especially rent, is satisfactory.
6. Whose family members, or guests have no record of the disturbance of neighbors, destruction of property, or living or housekeeping habits that adversely affect the health, safety, or welfare of other residents.
7. Whose family members, or guests have no history, on or near the Public Housing Communities, of criminal activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA or any drug related criminal activity on or off the premises of the Public Housing Communities.
8. Whose family contains at least one member who has citizenship status or eligible immigration status.
9. Whose family members do not include noncitizen students or the noncitizen spouses of noncitizen students or the children of noncitizen students and noncitizen spouses of noncitizen students.
10. Whose non-exempt family members have complied with the community service requirements in Section XXIV of this document.

B. NOTICE OF INTENTION TO VACATE

1. Residents holding a valid Housing Choice Voucher or who are moving into Homeownership Voucher assistance may terminate the Lease at any time by giving thirty (30) calendar days advance written notice delivered to the Public Housing Manager or sent by prepaid first class mail properly addressed to Housing Authority of the City of Nacogdoches 715 Summit St. Nacogdoches, Texas 75961.
2. All other Residents may only terminate the Lease at the end of a 12-month lease term and by giving, thirty (30) calendar days advance written notice delivered to the Public Housing Manager or sent by prepaid first class mail properly addressed to Housing Authority of the City of Nacogdoches 715 Summit St. Nacogdoches, Texas 75961.

C. EVICTIONS

The PHA will not delay, deny, or terminate assistance because of immigration status of a family member except as provided in 24 CFR Part 5 Subpart E.

The PHA will enforce the lease with a "zero-tolerance" position with respect to drug-related and /or other criminal activity that would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees. Such activity shall be grounds for immediate termination of the lease and eviction.

Failure of a resident to abide by any provisions of their lease may cause the PHA to begin eviction proceedings in accordance with State law. Unless not required under the Lease, the PHA will abide by the Public Housing Grievance Procedures as posted in the PHA offices when carrying out evictions.

D. VIOLENCE AGAINST WOMEN ACT EXCEPTIONS

The term 'domestic violence' includes felony or misdemeanor crimes of violence

committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Texas or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Texas

The term 'dating violence' means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: 1 The length of the relationship. 2 The type of relationship. 3 The frequency of interaction between the persons involved in the relationship.

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

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

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.

The PHA may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

The PHA is authorized to honor court orders regarding rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up.

Nothing limits the ability of the PHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims.

Nothing is to prohibit eviction if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

The PHA may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within 14 business days after the PHA requests such certification in writing. If the certification is not received within 14

business days of the PHA's written request, nothing would limit the PHA's ability to evict or terminate assistance.

The PHA may extend the 14 day deadline at its discretion

Alternatively, an individual may also satisfy the certification requirement by:

- 1 providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or

2. producing a Federal, State, tribal, territorial, or local police or court record.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

SECTION XIX. COMPLAINTS AND APPEALS

The PHA responds promptly to complaints by residents or applicants and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Public Housing Manager. Anonymous complaints are checked whenever possible. The PHA will receive and process complaints from or on behalf of any person who believes himself to be subject to discrimination by the PHA or its staff, and will keep a record of each complaint, including the date of the complaint, by whom made, investigation and hearing (if any), and evaluation. The complainant will be furnished a written notice of action taken. The filing of a complaint with the PHA will not prevent the subsequent filing of a complaint with HUD. Posted in all project offices for public information and inspection is a copy of the HUD Complaint Procedure, Form HUD-53053. The PHA will make reports to the HUD FH & EO Office, as required.

A. APPEALS BY APPLICANTS

Appeals by applicants concerning a PHA determination denying assistance (including denying listing on the waiting list and participation in the Public Housing Program), are handled by Informal Review.

For denial of assistance because of citizenship or immigration status 24 CFR Part 5 Subpart E will govern the appeals process.

In all other cases, request for an Informal Review must be made in writing within 10 days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 days of the receipt of a request and shall be conducted by the Review Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

The applicant will be given the opportunity to review all PHA documents relating to the denial and make copies of those documents before the Review. The applicant may not remove original documents from the PHA office. Copies requested will be made by the

PHA without charge up to 25 pages and at a rate of 15 cents per page there after.

It is to the applicant's advantage to review and / or copy those documents so that they can gather evidence to the contrary before the Informal Review.

The decision by the Reviewing Officer will be based on the preponderance of evidence presented at the Informal Review and will be a determination as to whether the Housing Authority decision denying assistance is in accordance with the law, HUD regulations, and Housing Authority policies.

At the Informal Review, the applicant will be given the opportunity to present oral and written objections to the decision in question and to present third party testimony and documentation contrary to that decision.

In order for a denial of assistance to be reversed, the applicant must provide the preponderance of evidence that the decision to deny was based upon erroneous information, or was not in accordance with law, HUD regulations, and Housing Authority policies.

It is to the applicant's advantage to include documentation or testimony from others in presenting their evidence because the Housing Authority will generally be relying upon third party documentation. So an applicant's simple oral argument when reviewed against the Housing Authority's third party documentation may not be sufficient to reverse a denial.

A notice of the Review Findings shall be provided in writing within 10 calendar days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

Once an applicant has been given an Informal Review and if the denial is upheld, the applicant is not entitled to another Informal Review until after the term of denial has passed.

The applicant will be informed of the term of denial during the Informal Review and in writing.

B. APPEALS BY RESIDENTS

Appeals by residents of the PHA's Public Housing units shall be handled as outlined in the current Public Housing Grievance Procedures, incorporated into this document by reference, and posted in the PHA offices.

SECTION XX. PET POLICY

The following rules are established to govern the keeping of pets in and on the property owned or managed by the PHA.

A. ONLY COMMON HOUSEHOLD PETS WILL BE ALLOWED.

Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.

B. REGISTRATION

All pets must be registered with the Nacogdoches Housing Authority before they are brought onto the premises and the registration must be updated annually. At the time of

registration the resident must provide the following:

1. A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law.
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
3. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

C. PERMITS, RESTRICTIONS, AND PET DEPOSIT

Residents must receive a written permit from the manager to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Pet Policy Violation Procedures as stated in Paragraph D. below if the animal becomes destructive, a nuisance or safety hazard to other residents or if the resident fails to comply with the following:

1. A maximum of one four-legged, warm-blooded pet is allowed.
2. Pets shall be limited to small breeds where total adult weight shall not exceed twenty (20) pounds and total adult height shall not exceed twelve (12) inches. Seeing-eye dogs are excluded from weight and height restrictions.
3. All dogs and cats shall be neutered or spayed, as verified by a veterinarian, cost to be paid by the pet owner. This may be waived for a period not to exceed 6 months in cases where a veterinarian has indicated that the pet is too young for the procedure.
4. Pets shall be quartered in the units and dogs shall be kept on a leash or carried when taken outside. No doghouses shall be allowed on the premises. Birds shall be kept in regular birdcages and not allowed to fly freely about the resident's unit.
5. Pets shall not be allowed to leave waste on other resident's lawns or common grounds and the pet owner must clean up pet waste from their lawn each day. Pet waste must be disposed of in a closed trash container. The pet owner will be assessed a pet waste removal charge of Five dollars (\$5) for each time the PHA must remove pet waste which was not removed according to this policy.
6. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or other such activities.
7. Pet owners are responsible and liable for any harm to other residents or individuals and/or the destruction of personal property belonging to others caused by the actions of their pet.
8. Pets are to be fed inside the unit only and residents are not allowed to feed or water stray animals.
9. No warm-blooded pets are to be left unattended for more than 24 hours. If this rule is violated Paragraph E. of this Section will be followed.
10. The resident shall pay a pet deposit (except for birds, fish or turtles) in the amount of \$ 100.00. \$50.00 will be paid in advance at the time of pet registration

and the remaining \$50.00 may be paid out at a rate of \$10.00 per month. After the resident disposes of the pet or yields possession of the dwelling unit, this deposit will be refunded minus any costs of repairs or cleaning incurred because of the pet.

D. PET POLICY VIOLATION PROCEDURES

If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has not complied with this Pet Policy, the PHA may serve a written Notice of Pet Policy Violation on the pet owner. This notice will include:

1. A brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. A statement that the pet owner has 10 days from the effective date of service of the notice to correct the violation (including, in some circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. A statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting, and;
4. A statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of eviction procedures.

If the pet owner requests a meeting to discuss an alleged Pet Policy violation, the Public Housing manager will set a mutually agreeable time for the meeting to be held at the PHA office. This meeting must take place within 15 days from the effective date of the Notice of Pet Policy Violation unless the Manager agrees to a later date. At the meeting the pet owner and the Manager will discuss any alleged Pet Policy violation and attempt a resolution. Additional time to correct the violation may be granted at the Manager's discretion. If a mutually agreeable resolution is not reached, or if the Manager determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided for this purpose, the Manager may serve a written notice on the pet owner requiring removal of the pet. This notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules violated.
2. State that the pet owner must remove the pet within 10 days of the effective date of service of the Notice of Pet Removal.
3. State that failure to remove the pet may result in initiation of eviction procedures.

The PHA may not initiate eviction procedures against a pet owner based on a Pet Policy violation, unless the pet owner has failed to remove the pet or correct the violation within the appropriate time period specified in the notice.

Nothing in this section restricts the right of the PHA to have any animal removed at anytime without any notice from the grounds of the PHA, by animal control officers or PHA employees, if the animal is not registered as belonging to a resident.

E. PROTECTION OF THE PET

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the PHA may contact the responsible person or parties designated in the required pet registration. If

the PHA, despite reasonable efforts, has been unable to contact the responsible party, or the responsible party is unable or unwilling to care for the pet, the PHA may enter the pet owners unit and remove the pet to a facility that will provide care and shelter until the pet owner or his/her representative is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided will be borne by the pet owner. The cost of the animal care facility may be paid from the pet deposit if the pet owner or his/her estate is unable or unwilling to pay.

It is not the responsibility of the PHA to remove a pet from a dwelling unit in case of a life-threatening emergency.

SECTION XXI. MISSED APPOINTMENTS

A resident who fails to keep an appointment without notifying the PHA shall be sent a "Notice to Vacate for Breach of Lease" for failure to supply such certification, release, information, or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable).

If an applicant or resident can't make an appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be acceptable to re-schedule an appointment. The resident or applicant will be warned that if s/he misses the second appointment they will be removed from the waiting list or evicted. The applicant will be given an opportunity for an informal hearing, and the resident will be notified of the opportunity under the Grievance Procedure.

If the resident or applicant appeals a termination letter for missed second appointment, an informal hearing will be scheduled for the applicant and the resident will be allowed grievance under the Public Housing Grievance Procedures. At that hearing, and for the grievance the applicant and resident must submit acceptable documentation or evidence showing why s/he could not appear for the second appointment. If the documentation/evidence shows that the applicant or resident could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

SECTION XXII. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

The PHA is under no obligation to allow a repayment agreement, however repayment agreements may be executed with families who owe the PHA money.

For example, if a resident did not report a change they were supposed to report, the PHA calculates a retroactive payment. The resident may be allowed to enter into a repayment agreement to pay the PHA back over a period of time unless it is determined that the resident committed fraud.

Another example is if the PHA made repairs for damages caused by the resident's family or guests and the amount is such that it would place an undo burden on the family to repay in one lump sum.

If the family enters into a repayment agreement with the PHA, any breach of that agreement may be cause for eviction.

Whether to allow a repayment agreement or not is at the sole discretion of the PHA based on the individual family circumstances and the history of the family tenancy in regard to damages caused and reporting requirements.

In other words a family that has a history of causing damages or not reporting changes that would result in rent increases may not be allowed a repayment agreement.

SECTION XXIII. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:

1. "NACOGDOCHES HOUSING AUTHORITY PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY"
2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
3. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all PHA facilities.
4. Income Limits for Admission.
5. Utility Allowances.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.
8. Grievance Procedure.
9. Fair Housing Poster.
10. "Equal Opportunity in Employment" Poster.
11. Any current "Tenant Notices".
12. Security Deposit Charges.

SECTION XXIV. COMMUNITY SERVICE AND SELF-SUFFICIENCY

A. BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. DEFINITIONS

Community Service - volunteer work that includes, but is not limited to:

1. Work at a local school, hospital, church or childcare center
2. Work with youth organizations
3. Work at the Authority to help improve physical conditions
4. Work at the Authority to help with children's programs

5. Helping neighborhood groups with special projects
6. Working through resident organization to help other residents with problems

NOTE: Political activity is not allowed.

Self Sufficiency Activities - activities that include, but are not limited to:

1. Job training programs
2. Substance abuse or mental health counseling
3. English proficiency or literacy (reading) classes
4. Budgeting and credit counseling
5. Any kind of class that helps a person toward economic independence

Exempt Adult - an adult member of the family who

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is employed and working at least 8 hours per month
5. Is participating in a welfare to work program
6. Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

Family members enrolled in an accredited high school will not be considered adults for the purposes of Community Service requirements.

C. REQUIREMENTS OF THE PROGRAM

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
2. Since compliance is determined annually at the end of the twelve month lease term, any accumulation of ninety six (96) hours in the twelve month period of the lease term will be considered as eight (8) hours per month.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
 - (a) At lease execution or for new adults at re-examination, adult members (18 or older) of a public housing resident family must:
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
 - (b) At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of

activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

- (c) If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
- (d) Change in exempt status between annual re-examinations:
 - 1) If, between annual re-examinations, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - 2) If, between annual re-examinations, an exempt person becomes non-exempt, it only needs to be reported at annual re-examination and community service requirements must begin at the annual lease renewal date.

5. Authority obligations

- (a) To the greatest extent possible and practicable, the Authority will:
 - 1) provide names and contacts at agencies (see **APPENDIX "D"**) that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)
 - 2) provide in-house opportunities for volunteer work or self-sufficiency programs.
- (b) The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial eligibility certification at lease execution and at annual re-examination.
- (c) The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- (d) Noncompliance of family member
 - 1) At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - 2) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period unless the noncompliant member leaves the household.
 - 3) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move

out of the unit.

- 4) The family may use the Authority's Grievance Procedure to protest the lease termination.

SECTION XXV. CLOSING OF FILES AND PURGING INACTIVE

This PHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter the PHA will keep the resident file. In addition, the PHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the PHA and financial statements.
- Other records which HUD may specify.

The PHA shall retain all data for current residents for audit purposes for a period of three years. Data from prior annual certifications may be shredded after three years to reduce file size. No information shall be removed which may effect an accurate audit.

SECTION XXVI. PROGRAM MANAGEMENT PLAN

Organization Plan

Reference the PHA's adopted personnel policy for the organization plan of the PHA

SECTION XXVII. ADDITIONAL PHA POLICIES & CHARGES

Additional policies and charges are attached as appendixes to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the PHA in a separate file for historical and research purposes.

APPENDIX "A"

CALCULATIONS OF FLAT RENT EFFECTIVE 4/1/2009						
SANDY OAKS						
NUMBER OF BEDROOMS	ONE		TWO		THREE	FOUR
Rent reasonable comp. #1	\$325		\$500		\$650	\$850
Rent reasonable comp. #2	\$350		\$450		\$650	\$900
Rent reasonable comp. #3	\$375		\$450		\$650	\$650
Average Rent Comparison	\$350		\$467		\$650	\$800
HUD FMR effective 10/1/2008	\$584		\$689		\$823	\$1,127
Utility Allowance effective 10/1/2008	\$111		\$138		\$175	\$181
FMR - UA	\$473		\$551		\$648	\$946
FLAT RENT	\$350		\$467		\$648	\$800
PARK CREST						
NUMBER OF BEDROOMS	THREE					
Rent reasonable comp. #1	\$750					
Rent reasonable comp. #2	\$947					
Rent reasonable comp. #3	\$650					
Average Rent Comparison	\$782					
HUD FMR effective 10/1/2008	\$823					
Utility Allowance effective 10/1/2008	\$175					
FMR - UA	\$648					
FLAT RENT	\$648					

APPENDIX "B"
SCHEDULE OF RESIDENT CHARGES

KITCHEN & BATH CABINETS

Replace cabinet drawer	25.00
Repair cabinet drawer	8.00
Replace cabinet door	25.00
Repair cabinet door	8.00
Replace cabinet hinge	5.00

DOORS & HARDWARE

Replace exterior door	150.00
Replace interior door	50.00
Repair damaged doorframes	***
Door knobs interior	30.00
Door knobs exterior	100.00
Deadbolts	10.00
Door stops	3.00
Replace steel screen door	180.00
Replace steel screen wire	45.00
Screen door handle	10.00

WINDOWS & HARDWARE

Replace broken glass	***
Replace steel window screen	90.00
Replace steel screen wire	45.00
Screen latch	5.00
Window shades (vinyl)	20.00

ELECTRICAL FIXTURES

Cover plates	2.00
Light Bulb, appliance	2.00
Light Bulb, 4' florescent	3.00
Light Bulb, circle florescent	8.00
Light Bulb, compact twin	2.00
Light fixture Small 9.25"	27.00
Light fixture Medium 14" dome	40.00
Light fixture Large 4' Florescent	45.00
Globes & Light covers	10.00
Smoke alarm	15.00
Smoke alarm battery	2.00
Thermostat regular	20.00
Thermostat heat pump	47.00

REFRIGERATORS

Crisper drawer	15.00
Crisper tray	40.00
Racks	10.00
Rack restraining bar	10.00
Restraining bar brackets	5.00
Door seal refrigerator	75.00
Door seal freezer	50.00
Door handle	25.00
Replace refrigerator	425.00

RANGES

Replace burner knobs	8.00
Top burner grate	10.00
Range hood filters	10.00
Oven racks	57.00
Ceramic cook top	215.00
Replace range	350.00

PLUMBING / KITCHEN & BATH

Replace faucet kitchen	75.00
Replace faucet bathroom	70.00
Replace sink kitchen	75.00
Replace sink bathroom	55.00
Drain stopper	4.00
Kitchen sink basket	1.00
Towel rack	10.00
Shower curtain bar	10.00
Tissue holder brackets	7.00
Tissue holder bar	1.00
Replace toilet	135.00
Unstopping sinks or toilets where foreign objects are removed	35.00
Unplugging sewer line where foreign objects are removed	***

MISCELLANEOUS

Removing object from roof	10.00
Picking up trash in yard	1.00
Picking up animal waste in yard	5.00
Lost key replaced	2.00
Rekeying per lock	7.00
Locked out assistance:	
Daytime business hours	5.00
After business hours – on call	15.00
Storage onsite per day	3.00
Storage offsite in rental facility	***
Painting	***
Sheetrock repair	***
Return to unit because of refusal of scheduled maintenance or extermination	20.00

*** Charges for items not listed or for contracted work items will be based on cost as documented by invoice and or sales receipt.

Charges for replacement or repair are the result of loss or damage above "normal wear and tear" caused by resident or their guest.

**NACOGDOCHES HOUSING AUTHORITY
MONTHLY UTILITY ALLOWANCES FOR PUBLIC HOUSING
EFFECTIVE 10/01/2009**

SANDY OAKS PUBLIC HOUSING				
UNIT TYPE	1BR	2BR	3BR	4BR
SEMIDETACHED	COST	COST	COST	COST
DUPLEX	PER MONTH	PER MONTH	PER MONTH	PER MONTH
WATER HEATING				
NATURAL GAS	\$10	\$11	\$14	\$15
COOKING				
ELECTRIC	\$7	\$8	\$9	\$10
NATURAL GAS	\$4	\$4	\$5	\$5
OTHER ELEC	\$23	\$25	\$30	\$32
HEATING				
ELECTRIC	\$11			
NATURAL GAS		\$10	\$11	\$13
WATER USAGE BASED ON # OF PERSONS IN HOUSEHOLD				
70gl/day/person				
WATER	\$14	\$22	\$28	\$32
SEWER	\$17	\$30	\$38	\$45
GARBAGE COLLECTION				
RESIDENTIAL CURBSIDE	\$25	\$25	\$25	\$25
MONTHLY ALLOWANCE	\$107	\$131	\$155	\$172
PARKCREST PUBLIC HOUSING				
UNIT TYPE	3BR			
SINGLE	COST			
FAMILY	PER MONTH			
WATER HEATING				
NATURAL GAS	\$14			
COOKING				
ELECTRIC	\$9			
NATURAL GAS	\$5			
OTHER ELEC / KWH	\$30			
HEATING				
NATURAL GAS	\$22			
WATER USAGE BASED ON # OF PERSONS IN HOUSEHOLD				
70gl/day/person				
WATER / GALLONS	\$28			
SEWER	\$38			
GARBAGE COLLECTION				
RESIDENTIAL CURBSIDE	\$25			
MONTHLY ALLOWANCE	\$165			

COMMUNITY SERVICE ORGANIZATIONS INTERESTED IN

**VOLUNTEER OPPORTUNITIES FOR
NHA RESIDENTS**

1). LOVE, INC. (In the Name of Christ)

Contact: Roger Aker
Phone: (936) 569-8555
Address: P.O. Box 630423, Nacogdoches, TX 75963
E-Mail: love-inc@lcc.net
Description: Would like person/persons involved with church activities, good telephone skills, nice appearance, and pleasant personality to answer phones, greet people in person at front desk. Must be able to help walk-ins fill out forms needed to get help. There will be filing and some computer work, some experience helpful, but will train

2). NACOGDOCHES BOYS & GIRLS CLUB

Contact: Christy Smith or Kevin Clayton
Phone: (936) 560-2344
Fax: (936) 560-9697
Address: 2712 Park Street, Nacogdoches, TX 75961
Description: Need volunteers for activities with children, such as; help in the homework room, computer lab, arts & crafts, & some games. Please dress casual but not in short cut offs, halter tops, etc...

3). ROCK HAVEN NURSING HOME

Contact: Wayne Hopson, Administrator
Phone: (936) 569-9411
Fax: (936) 569-6511
Address: 401 S.E. Stallings Drive
Description: Help in the laundry, with dietary, delivery of clothing, or meals, housekeeping, or social services, which could be reading to someone, walking a resident, playing checkers, combing their hair, or just visiting. There will be on job training for more difficult jobs. Dress is business casual, such as nice jeans, pant suit, etc... No shorts.

4). COMMUNITY RX

Contact: Marion Compton
Phone: (936) 568-0055
Address: 128 West Hospital Street, Nacogdoches, TX 75961
Description: Need someone for paperwork, filing, answering telephone, helping with forms, some computer experience would be very good, Will need good handwriting, nice appearance, good telephone skills. Ms. Compton will be willing to train Monday or Thursday mornings. Needs someone that can be trusted to work with confidential files.

Mrs. Compton appears to be a very pleasant individual, and she has provided opportunities for several of our residents, including Stephanie Anderson and others.

5). ADULT LEARNING CENTER

Contact: Katlyn Miller or Nadine Townsend
Phone: (936) 564-8789
Address: 2400 South Street, Nacogdoches, TX 75964
Description: Working with teachers for special projects, tutorials, computer classes, or GED classes. Can do some training on your own if you have a GED or diploma with a 6 hour pre-service training class. No shorts, halter tops, crop tops, jeans alright.

6). DEEP EAST TEXAS ASSOCIATION FOR THE DEAF - DETAD

Contact: David Williams, President
Phone: Dial 711 (for Relay Texas), then 936.569.7289
Address: P.O. Box 15040 Lufkin, TX 75915-0406
E-Mail: DETADO4@AOL.com
Mission Statement: To promote interaction, foster an understanding, assist and educate the community on issues and barriers that many deaf and hard-of-hearing individuals face in accessing services. To offer recreation, social development, fellowship, and opportunities for individuals to enhance their communications skills with deaf and hard-of-hearing persons.

David Williams, the Chapter President is our contact, primarily via e-mail. He teaches courses at Angelina in Lufkin relating to deaf and/or hard-of-hearing individuals. DETAD provides certified Sign Language interpreters for the Lufkin/Nacogdoches area. One of our residents, Cody Smith of 717 Summit Street, is the Chapter Vice-President (2004).

7). LONE STAR LEGAL AID

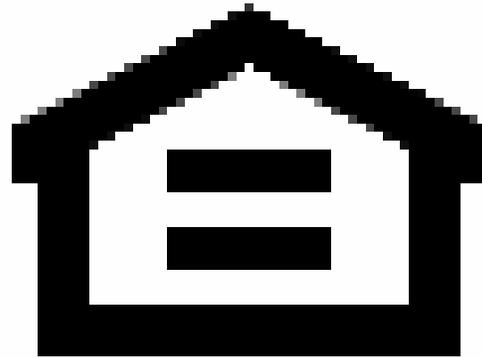
Contact: Paula L. Brumbelow, Acting Managing Attorney
Phone: (936) 560-1455
Fax: (936) 560-4795
Address: 408 E. Pilar Street, Nacogdoches, TX 75961
Description: Uncertain if they will accept anybody and / or everybody, but they did set up a special arrangement with Emily Murphy, a resident of Park Crest, to allow her to perform Community Service with them. It is my understanding that Emily will be performing general clerical work.

8). HEAD START CHILD DEVELOPMENT CENTERS

Contact: Weldon Beard, Head Start Director
Phone: (936) 564-1142
Fax: (936) 564-1558
Address: 1902 Old Tyler Road / Nacogdoches, TX 75964
Description: Uncertain if they will accept anybody and / or everybody, but they did set up a special arrangement with Martha Zapata, a resident of Park Crest, to allow her to perform Community Service with them. You might mention Martha when you contact them, as I understand they were extremely pleased with her contribution.

ADOPTED 01/08/2010
EFFECTIVE 01/08/2010

**NACOGDOCHES HOUSING
AUTHORITY
ADMINISTRATIVE PLAN
FOR THE
HOUSING CHOICE
VOUCHER PROGRAM**



**EQUAL HOUSING
OPPORTUNITY**

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SECTION I. INTRODUCTION

Administration of the Housing Programs and the functions and responsibilities of the Housing Authority of the City of Nacogdoches staff shall be in compliance with the Nacogdoches Housing Authority Employee Manual. All Federal, State and local housing laws will be followed and the PHA will comply with the City of Nacogdoches Housing Assistance Plans and Fair Housing Regulations.

A. PURPOSE OF THIS PLAN

The overall plan for the Housing Choice Voucher Program is designed to achieve five major objectives:

- a. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
- b. To promote freedom of housing choice and spatial deconcentration of low income and minority families.
- c. To provide decent, safe and sanitary housing for eligible participants.
- d. To provide an incentive to private property owners to rent to low income families by offering timely assistance payments and counseling to tenants on obligations under their lease.
- e. To provide homeownership opportunities for eligible participants.

The purpose of the Administrative Plan is to establish policies for matters which the Housing Authority has discretion to establish local policies and which are not covered under Federal regulation for the Housing Choice Voucher Program.

The Plan covers both admission and continued participation in this program.

The Board of Commissioners of the Housing Authority of the City of Nacogdoches must approve changes to the Plan with a copy sent to the Department of Housing and Urban Development (HUD).

The Housing Authority of the City of Nacogdoches is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

B. LEGAL JURISDICTION

Typically the PHA's legal jurisdiction is within the boundaries of Nacogdoches County.

Under statutory portability regulation the PHA is required to administer a voucher outside Nacogdoches County if the voucher holder moves to an area of the state of Texas where there is no housing agency with jurisdiction and or the PHA is unable to find someone in the area willing to contract for the administration.

SECTION II. FAIR HOUSING POLICY – ASSISTING FAMILIES CLAIMING DISCRIMINATION

It is the policy of the Housing Authority of the City of Nacogdoches, Texas (hereinafter referred to as the PHA) to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Program, within the requirements and regulations of HUD.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Voucher holders regarding "discrimination" and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available during the family briefing session and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's packet. In addition, any family that claims illegal discrimination has prevented the family from leasing a suitable unit will also be given the Fair Housing Information and Discrimination Complaint Forms and assistance in filing the forms if needed. If appropriate and requested by the family, the Housing Authority may contact the owner or landlord to help negotiate a lease.

The PHA subscribes to HUD's "open-housing" policy and, as such, will maintain lists of available housing submitted by owners and in all neighborhoods within the PHA's jurisdiction to ensure "greater mobility and housing choice" to low-income households served by this agency.

To encourage participation by owners of suitable housing located outside areas of low income or minority concentration, the PHA may offer exception rents or higher subsidy standards. The PHA will also contact those owners and promote the rental assistance program as needed.

SECTION III. PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE OWNERS

Applicants will be required to sign the Federal Privacy Act Statement in conjunction with the HUD 50058 form which states under what conditions HUD will release participant and owner information.

The PHA's policy regarding release of information is:

To release pertinent client information only in accordance with the signed "blanket" release

To release information on amounts owed to the PHA for claims paid and not reimbursed by the client

To release information on amounts owed to the PHA for prior overpayment of assistance.

To furnish prospective owners:

- (1) The family's current address (as shown in the PHA records)
- (2) The name and address (if known to the PHA) of the landlord at the family's current and prior address.
- (3) Information in the PHA possession about the tenancy history of family members.
- (4) Information in the PHA possession about drug-trafficking by family members.

SECTION IV. OUTREACH PROCEDURES

A. FAMILY OUTREACH

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Low Income families, unless application taking has been suspended according to HUD regulations or the waiting list is so large as to use all additional units.

Notice Requirements

The Notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Housing Choice Voucher program.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

B. OWNER OUTREACH

The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the PHA will welcome the participation of owners of decent, safe, and sanitary housing units.

1. The Housing Staff of the PHA continues to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies where rents are possibly within reach of the Fair Market Rent and Payment Standards including exception Payment Standards. Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.
2. The PHA will specifically target those property owners and managers who have rental units located outside areas of low income or minority concentration for personal contacts and invitations to any meetings encouraging landlord participation.
3. The PHA maintains a list of interested landlords and their property available for the Housing Choice Voucher Program and updates this list monthly. As inquiries from prospective new owners are called in, program staff records the necessary information on units and makes it available to prospective participants upon request.
4. As an effort to expand housing choice, the PHA may offer to conduct HQS inspections on potential new rental units to the program without a request for tenancy approval submitted.

SECTION V. ELIGIBILITY FOR ADMISSION

Applicants who are discovered or determined by the PHA to be ineligible for admission, may not remain on the waiting list until eligible, and will be notified of their ineligibility as soon as possible after it is discovered or determined.

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA. HUD has six factors for eligibility:

- Family Composition
- Income Limits
- Provision of Social Security Numbers
- Signature of consent forms for income & wage and claim information
- Citizenship and eligible immigration status
- Independent Student Status

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a Voucher is made.

A. FAMILY COMPOSITION / DEFINITION

The applicant must qualify as a Family. A family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. In order to qualify as a family, any two or more adult persons with or without children contending to be a family, must intend to live together in a stable relationship of at least six months and share resources.

A family is either a single person or a group of persons and includes:

1. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
2. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
3. A disabled family, which means a family whose head, co-head, spouse, or sole member, is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
4. A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
5. A remaining member of a tenant family, defined as an adult family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. In order to qualify as a remaining family member the adult must have lived in the household for at least six months sharing resources with the family.
6. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining adult member of a tenant family.

Live-In Aide:

A household may include a live-in aide who:

1. Has been determined by the PHA to be essential to the care and well being of the elderly, handicapped or disabled family member; and
2. Is not obligated for the support of the elderly, handicapped or disabled member; or any other member of the family; and
3. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The PHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of the live-in-aide will not be counted for purposes of determining eligibility or rent; and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with a child to attend a sole occupant is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual

The presence of a live-in aide's child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a participant in the Housing Choice Voucher Program.

B. INCOME LIMITATIONS

For issuance of a Voucher, annual income of an applicant family, as verified within 60 days of issuance, shall not exceed the Very Low Income Limit as established by HUD and published in the Federal Register.

The annual income (gross income) of an applicant family is used both for determination of income-eligibility under this paragraph, and for targeting under paragraph B 3 (a) of this section.

The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program.

The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

1. Exceptions to Very Low-Income Limit:

An applicant family as established by HUD may be issued a voucher if it has been verified that within 60 days of issuance it is:

- (a) a low-income family “continuously assisted” under the 1937 Housing Act; or
- (b) a low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511; or
- (c) a non-purchasing low-income family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D)); or
- (d) a non-purchasing low-income family residing in a project subject to a homeownership program under 24 CFR 248.173; or
- (e) a low-income or moderate-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

2. Continuously Assisted

To be considered continuously assisted the family must not have been terminated from the housing program for action or inaction of the family.

The assistance received has to have been within the past immediate 60 days.

3. Income-targeting.

- (a) Not less than 75 percent of the families admitted to a PHA's tenant-based voucher program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
 - (i) 30 percent of the area median income (AMI), with adjustments for smaller and larger families; or
 - (ii) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
- (b) Admission of families as described in paragraphs B 1 (a) or B 1 (e) of this section is not subject to targeting under paragraph B 3 (a) of this section.
- (c) If two or more PHA's that administer section 8 tenant-based assistance have an identical jurisdiction, such PHA's shall be treated as a single PHA for purposes of targeting under paragraph B 3 (a) of this section. In such a case, the PHA's shall cooperate to assure that aggregate admissions by such PHA's comply with the targeting requirement. If such PHA's do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.
- (d) The PHA may rely on the income stated on the application to determine the 30% AMI target when selecting families from the waitlist. It is the responsibility of the applicant to update their income status if their income is reduced below the 30% AMI level in order to fall within the targeted group.
- (e) Applicants whose income on the application is above the 30% AMI may be skipped over by date and time to reach the 75% target.

4. Income eligibility of higher education student's parents or guardians.

For higher education students not living with their parent or guardian, or who do not meet the eligibility criteria under Paragraph F below and who are not otherwise individually eligible, the parents or guardians must individually or jointly have income at or below the 80% median income limit in the area that the parents or guardians live.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification will be accomplished through the provision of a valid Social Security card issued by the Social Security Administration. Alternate verification may be a Social Security Number computer query from the Social Security office. Telephone verification from the Department of Human Services data-com will be accepted until a Social Security Number computer query or valid card can be obtained.

The PHA will accept copies of the Social Security card only when it is necessary for the PHA to verify by mail the continuing eligibility of participant families.

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list during this period.

D. MANDATORY SUBMISSION OF SIGNED CONSENT FORMS

Each member of an applicant family who is at least 18 years of age, including the family head and spouse or significant other regardless of age, are required to sign and submit consent forms authorizing:

1. HUD, the PHA, or the owner to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

E. CITIZENSHIP AND ELIGIBLE IMMIGRATION STATUS

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR Part 5 Subpart E

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend to have noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR Part 5 Subpart E. Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR Part 5 Subpart E

A noncitizen student and the non-citizen spouse of the noncitizen student and their minor children as defined in 24 CFR Part 5 Subpart E are not eligible for any assistance, prorated or otherwise.

However, this restriction does not extend to the citizen spouse of the noncitizen student and children of the citizen spouse and the noncitizen student.

F. HIGHER EDUCATION STUDENT ELIGIBILITY

No assistance shall be provided under to any individual who:

Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);

Is under 24 years of age;

Is not a veteran of the United States military;

Is unmarried;

Does not have a dependent child, and

Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act

EXCEPTION: Disabled students who began receiving disability assistance as of November 30, 2005 are exempt from the student eligibility restrictions.

1. Independent Student Status

To be considered otherwise individually eligible a student must show independence from parents or guardians. All the following will be considered in determining student independence:

- (a). The individual must be of legal contract age under state law.
- (b). The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.
- (c). The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- (d). The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

G. GROUNDS FOR DENIAL OF PROGRAM ASSISTANCE

Denial of assistance for an applicant may include any of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

In order to accurately verify eligibility all adult family members must provide an unexpired government issued photo identification.

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult in the household and had signed authorization forms indicating awareness of family obligations at the time of the previous participation is considered responsible for those violations or amounts owed.

Assistance **must** be denied for each of the following reasons:

The applicant does not meet the eligibility criteria described earlier in this plan. (e.g., the applicant family's annual income exceeds the income limit for a family of that size).

Any adult family member refuses to sign or submit required consent forms (such as the authorization for release of information form or the declaration of citizenship and non-citizen status).

Any family member has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of an assisted housing project (including the building or complex in which the unit is located and the associated common areas and grounds).

The PHA may at any time deny program assistance for an applicant for any of the following grounds:

If a family member violated any family obligations under the program.

If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.

If any Housing Authority or Agency has ever terminated assistance under the certificate or voucher program for any member of the family as a result of program violations.

If any member of the family commits drug-related criminal activity, or violent criminal activity.

If any member of the family is required by a state to register as a sex offender.

If any member of the family commits or has committed fraud, bribery or any other corrupt or criminal act in connection with the program. This includes family members who as adults resided in an assisted dwelling unit while not listed as a member of the assisted household for eligibility and rent calculation.

If the family currently owes rent or other amounts to the PHA or to another Housing Authority or Agency in connection with Section 8 or public housing assistance under the 1937 act.

If the family has not reimbursed any Housing Authority or Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

If the family breaches an agreement with the PHA to pay amounts owed to any Housing Authority or Agency, or amounts paid to an owner by any Housing Authority or Agency.

If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family’s FSS contract of participation.

If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

Violence Against Women Act. That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under Section XX C. is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

Restriction on assistance to noncitizens.

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must deny assistance because a family member does not establish citizenship or eligible immigration status.

H. TERMS OF DENIAL OF PROGRAM ASSISTANCE

If, at any time, grounds for denial of assistance to an applicant is discovered, that applicant must be removed from the waitlist and may not be on the waitlist until the term for denial is complete.

For conviction of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of an assisted housing project the denial of assistance will be forever.

For amounts owed to this PHA or any other Housing Agency, the denial of assistance will be continuous until the entire debt is paid in full. An applicant **cannot** remain on the wait list while the debt is being paid.

For violation of a family obligation that resulted in termination of assistance under the Certificate of Family Participation or Housing Voucher including the prohibition of drug-related or violent criminal activity, denial of assistance will be a period of ten years from the date of termination from the Section 8 Program. Since all participants are thoroughly briefed on family obligations, before and during their participation, we hold those who have violated the family obligations to a longer period of denial, than those applicants who have never been participants.

During a period of ten years from the date of eviction, the PHA will not admit a family to the program if any member of the family has been evicted from federally assisted housing or had their lease terminated or refused renewal for serious violation of the lease.

During a period of ten years from the date of the act, the PHA will not admit a family to the program if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

During a period of three years from the date of the behavior, the PHA will not admit a family to the program, if any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

During a period of three years from the date of termination, the PHA will not admit a family to the program, if any member of the family failed to comply, without good cause, with the family's FSS contract of participation.

PHA will not admit a family to the program as long as a family member is required by a state to register as a sex offender.

Except for the illegal use, or possession for personal use of a controlled substance as stated below, during a period of three years from the date of criminal activity, any family member must not have engaged in drug-related criminal activity or violent criminal activity.

Drug-related criminal activity means one of the following:

- (1) Drug-trafficking defined as the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
- (2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), except that such use or possession must have occurred within one year before the date that the PHA provides notice to an applicant of the PHA's determination to deny admission. Drug-related criminal activity does not include this use or possession, if the family member can demonstrate that he or she:
 1. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
 2. Is recovering or has recovered from such addiction and does not currently use or possess controlled substances.

Violent criminal activity includes any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, *regardless of whether the family member has been arrested or convicted.*

I. SCREENING FOR SUITABILITY OF TENANT

The PHA may not deny assistance in the Housing Choice Voucher program for factors that relate to the suitability of the applicant family as tenants, except for those factors defined under Section F above.

1. PHA option and owner responsibility.
 - (a) Except for those factors defined under Section F above, the PHA opts not to screen family behavior or suitability for tenancy. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
 - (b) The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

SECTION VI. APPLYING FOR ADMISSION

A. GENERAL POLICY

Applications are taken to compile a Record of Applicants/Community Wide Waiting List for all Public Housing owned, operated or managed by the PHA as well as all Rental Assistance programs administered by the PHA. This is a single waiting list for all programs.

The application process will be undertaken in two phases: The applicant will be placed on the waiting list / record of applications based in order of the date and time of application. When the family comes to the top of the waiting list and the PHA is ready to issue a Voucher, the applicant will complete a personal declaration and the PHA will verify the information provided.

B. OPENING/CLOSING OF APPLICATION TAKING

The PHA will utilize the following procedures for opening the waiting list:

When the PHA opens the waiting list, the PHA will advertise through public notice in the newspaper, and to other organizations as follows:

The Daily Sentinel, NAACP, Independence Manor, Oakhill Plaza, Eastwood Terrace, Mayor's Committee on People with Disabilities

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for section 8.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" section of this Administrative Plan.

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The PHA will give at least 3 days' notice

prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by date and time.

When the waiting list is open, applications may be made in person at the PHA office at 715 Summit Nacogdoches, Texas between the hours of 12:00 p.m. to 5:00 p.m. Monday through Thursday except on holidays or applications may be mailed to applicants who are unable to apply in person. Applications are date and time stamped when returned to the PHA, fully completed and signed by the applicant family's head of household. Only applications with original signatures will be accepted. No faxed or e-mailed applications will be accepted.

Individuals who have a physical impairment that would prevent them from making application in person may call the PHA to make special arrangements to complete their application.

The PHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

Any family requesting an application will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status.

C. APPLICATION PROCEDURES

The PHA will utilize a basic application form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement in the application pool.

The application will contain this basic type of information:

- Names and ages and Social Security numbers of all family members who are expected to reside in the assisted unit if selected.

- Race & ethnicity of family.

- Sex and relationship of members.

- Address and telephone numbers

- Amount and source of all income and assets.

- Information on whether the family would like to be considered for barrier-free unit, a unit modified for sight and hearing impaired, or a unit designated for an elderly family.

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the application in the form described in 24 CFR Part 5 Subpart E and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the application is complete, the PHA staff who are thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the applicant has been selected from the application pool for final processing. Final eligibility will be determined when the personal declaration interview process is completed and verified.

Applicant heads of household are responsible for informing the PHA of changes in family circumstances (including income and address) and are responsible for responding to requests from

the PHA to update applications. Refusal to provide information may result in the applicant being removed from the application pool.

The head of household may add or remove family members from the application and may change the designation of head of household to another adult family member. However, at least one family member on the original application must remain as a family member for the application to remain active. If none of the original family members are going to reside in the household at admission, the application becomes inactive and removed from the waitlist. In this case the current head of household will be given an opportunity for an informal review. If it can be shown that some of the original family members did intend to live with the current family members in a stable family relationship and share resources, but extenuating circumstances caused that to be impossible, the application may remain active.

D. NOTIFICATION OF PRELIMINARY ELIGIBILITY STATUS

Based on the information on the application, if the family is preliminarily determined eligible, the applicant will be informed of the probable date their name will be reached to receive assistance. The PHA communication will in no way lead applicants to believe that the estimated date of assistance is exact, but will stress that the estimated date of assistance is subject to several factors that are beyond the PHA's control (i.e., turnover, funding, etc.).

This information with respect to eligibility (and waiting time to receive assistance) will be put in writing and given to the applicant at the time the application is submitted, or it will be mailed to the applicant.

Right to Informal Review

Applicants who are denied Housing Choice Voucher assistance are entitled to an informal **review**. Households participating in the program have a right to an informal **hearing** by an impartial Hearing Officer under certain situations. People are considered "applicants" until there is an effective lease and subsidy contract, at which time they become "participants."

If at any time the PHA discovers or determines an applicant to be ineligible, that applicant will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

An informal review may be requested for the following decisions denying:

- Listing on the PHA's Waiting List
- Issuance of a Voucher
- Participation in the Program

Applicants must submit their request in writing to the PHA within (10) calendar days from the date of the determination.

Once an applicant has been denied and been given an informal review, if the denial is upheld at the review the applicant is not entitled to another informal review until after the term of denial has passed, no matter if he reapplies. The applicant will be informed of this term of denial during the informal review.

E. SELECTING APPLICANTS FOR FULL VERIFICATION

When there is anticipated a form of assistance available, an interview letter will be sent to the applicant head of household with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 6 calendar days from the date of the letter. The applicant head of household will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the head of household does not show up for the interview or rescheduled interview their application will be removed from the waitlist and they must re-apply when applications are being taken. They will be allowed to request an informal review of the removal from the waitlist if they request the review within ten days of the missed interview date. We will attempt to have this process completed before a voucher is issued. However because of the need to fill units quickly, during the ten days allowed for requesting a review, the rental assistance may be offered to the next applicant who did not miss their interview. If the review allows for the applicant to be put back on the list they may be offered the next available voucher.

The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

1. *Application interview procedure*

All adult family members are required to attend the interview and sign the personal declaration and verification release forms. Exceptions may be made for persons with physical disabilities, if attending will create a hardship. The applicant will be asked in their notice to attend the interview to bring documentation of family composition (i.e. birth certificates, social security cards, driver's license), and documentation concerning eligible immigration status as designated in 24 CFR Part 5 Subpart E. During the interview the head of household must complete the personal declaration form as to family composition, assets and income.

2. *Verification of Personal Declaration Information*

Information provided by the applicant will be verified including information on residency (for those wanting to live outside Nacogdoches County), family composition, income, assets, allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is issued a Voucher. The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed. Eligible immigration status shall be verified in accordance with 24 CFR Part 5 Subpart E.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA makes its final determination of eligibility, based on the same factors as preliminary eligibility, but with verified data at this point in time. The household is not actually eligible for Voucher issuance until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial application and final eligibility determination.

SECTION VII. MAINTAINING THE WAITING LIST

A. APPLICATION POOL

An application pool will be maintained in accordance with the following factors:

1. The application and personal declaration will be a permanent file.
2. The pool will be maintained by date and time the application was received by the PHA **completed and signed.**
3. All applications must meet "Very Low Income" eligibility requirements as established by HUD. The HUD Area Office must have previously approved any exceptions to these requirements.

The PHA may update the waiting list monthly. Any applicant who has not updated in writing or in person at the office of the PHA in the past 12 months may be removed from the application pool and their file placed "inactive".

Portability families from another jurisdiction holding a valid Voucher will not be considered part of the waiting list and will be treated under the Portability section of this Plan.

B. WAITING LIST PREFERENCES

The PHA will provide a local preference for admission to the HCV program for families displaced by Hurricanes Katrina or Rita. Eligible families who have recently left or will be leaving FEMA temporary housing units or FEMA's Alternative Housing Pilot Program, including Katrina cottages, must be given preference over all other displaced families. Families will be considered to have "recently left" a FEMA provided temporary housing unit or FEMA's Alternative Housing Pilot Program, including Katrina cottages, if they vacated their unit on or after June 24, 2009. The number of families that receive this preference will be limited to the number of new vouchers awarded to the PHA as a result of Public Law 111-32, enacted by Congress June 24, 2009

Except for those families that meet the preference above, in order to meet the Federal income targeting requirement under Section V B. 3, applicants whose income is at or below 30% AMI may be selected for voucher issuance ahead of those who applied before them whose income is above 30% AMI.

C. MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applications are placed on the waiting list in order of date and time they were received by the PHA **completed and signed.**

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

1. Name of head of household;
2. Date and time the application was received completed and signed
3. Race & Ethnicity code
4. Designation of eligibility or ineligibility and date notified
5. The voucher size needed based on the Subsidy Standards under Section VIII. of this plan.
6. Date interview letter mailed
7. Date of each offer (briefing card mailed)
8. Date voucher issued
9. Date of voucher expired

10. Date leased up
11. Date purged and withdrawn applications
12. Specific reasons for any withdrawal

D. UPDATING / PURGING THE WAITING LIST

The PHA may update the waiting list monthly to ensure that it is current and accurate.

If an applicant head of household has not contacted the PHA within the past 11 months the PHA may mail a letter to the head of household's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant head of household did not notify the PHA of a move as required, the PHA will not be responsible for the head of household's failure to receive the update request.

The request letter will include a deadline date (which will be at least 12 months from the last update by the head of household) by which heads of households must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be heads of households.

The deadline will give the head of household at least ten days from the date of the notice to respond. If the head of household fails to contact the PHA by the deadline date, the application will be removed from the waiting list. The PHA does not accept responsibility for mail delays. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

If the application is no longer eligible based on the updated information the head of household will be promptly notified and given an opportunity for an informal review.

E. ORDER OF SELECTION FOR APPLICANT INTERVIEW AND REMOVAL FROM WAITING LIST

Interviews for completion of a personal declaration are scheduled by date and time of the application. If an applicant head of household cannot attend the scheduled interview they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested and their application will be removed from the waiting list.

F. FINALIZING THE DETERMINATION OF ELIGIBILITY

All completed and verified applications are designated as "eligible to be notified". Families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan using the order of the date and time of the application.

A statistical report is prepared by the Housing Choice Voucher staff each month to ensure that the very low income requirement is met, and that the number of vouchers issued is sufficient to maintain Contracts that will efficiently utilize available funds.

SECTION VIII. SUBSIDY STANDARDS

A. VOUCHER SIZE ISSUED

HUD guidelines require that the PHA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

These general guidelines are used in determining Voucher size:

VOUCHER SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

An unborn child of a pregnant family member will be counted as a family member when determining the initial subsidy standard for the family. After the family has been housed under the program, an unborn child will not be counted for subsidy standard determinations.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining family unit size.

Vouchers may be issued for bedroom sizes large enough to not require family members of opposite sex, except spouses or significant others, to share a bedroom.

Verified medical reasons may require a family member to have a separate bedroom.

Vouchers may be issued for larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The family may request a larger size than that listed on the Voucher by:

The applicant/participant shall be required to submit to the PHA in writing a request for a larger size Voucher and give the justification for the request within 10 days of the determination of bedroom size by the PHA listed on the Voucher. The PHA will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the PHA.

B. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher.

There are these criteria to consider:

Utility Allowance. The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards. HQS Standards allow 2 persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:

0-BR	1
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

The Voucher payment standard for the family must be the lower of:

- (1) The payment standard for the family size; or
- (2) The payment standard for the unit size rented by the family.

SECTION IX. FAMILY COMPOSITION AND INCOME CONSIDERATIONS

A. DEFINITION OF TEMPORARILY ABSENT:

If the family has to leave the household for more than 3 consecutive months, or more than 120 days in a calendar year, the unit will not be considered to be their principal place of residence and they will be terminated from the program.

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return. The parent will retain his/her eligibility as a remaining member of the tenant family. S/he will have to be issued a different size Voucher.

To determine whether and when the bedroom size should be changed, the case should be taken to the Housing Choice Voucher Coordinator who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.

If a single parent must leave the household and another adult brought in to take care of the children while the parent is away, the family might not be terminated if the head of household has not violated obligations under the program. The head of household must request and get approval from the PHA to add this adult as a family member, if this adult will be living in the unit longer than the visitor provisions defined in paragraph 5, below.

B. FAMILY MEMBERS VACATING AND OTHER CONSIDERATIONS

1. *Spouse or significant other:*

If a spouse or significant other leaves the household and will be gone for 6 months or more of the reexamination period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. An exception would be a spouse on active duty in the military. A military spouse will be considered temporarily absent.

If a spouse or significant other leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If a spouse or significant other files for divorce, the person who leaves the household will be considered permanently absent.

If a spouse or significant other is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

2. *Other Adult:*

If any other adult in the household goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent..

3. *Students:*

A student (other than spouse or significant other) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income

not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

An adult may be designated a full time student between regular spring and fall semesters if they certify as to their intent to register as a full time student for the upcoming fall semester and they were a full time student during the most recent spring semester. If they fail to register as full time any employment income that was not used in calculating TTP because of their full time student designation will be counted retroactive to the date it would have been counted and any over payment of assistance as a result must be reimbursed by the family.

4. *Joint Custody of Children:*

Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

5. *Sole Member of Household:*

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered their principal place of residence and they will be terminated from the program unless the tenant requests an extension by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

6. *Visitors:*

The provisions of the lease between the family and the landlord will generally prevail as to visitors or guests. If the person is a visitor and does not intend to become a "permanent" member of the family, the PHA does not have to consider this a change in family composition.

However, the PHA has a duty to determine and approve the composition of the family. So, if a person will be living in the unit for more than 72 days per year, the family must request approval from the PHA to add this person to the household in accordance with paragraph 7, below. Any person not included on the HUD 50058 and Lease who has been in the unit more than a total of 72 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the Landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose shall be construed as verification of unauthorized residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA may terminate the rental assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household as long as it is allowed under the lease and the head of household still claims them as visitors.

7. *Reporting to the PHA:*

After the family has obtained permission from the owner/landlord to add another family member to their lease, they must obtain permission from the PHA, in writing, before the new member moves into the unit. The PHA will apply the same criteria for a proposed new family member as was used to accept the original family into the program. Also HQS space standards will apply in determining whether to approve a revised lease adding new members.

The family will need to declare a member as permanently or temporarily absent in writing to the PHA. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the Voucher size.

The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

8. *Temporarily Absent Family Member's Income:*

Income of temporarily absent family members is counted.

If the spouse or significant other of the head of household is temporarily absent, his/her entire income is counted, whether or not s/he is on the lease.

A temporarily absent individual on active military duty will be removed from the household, and his or her income will not be counted unless that person is the head of household, spouse, or co-head.

(a). However, if the spouse or a dependent of the person on active military duty resides in the unit, that person's income will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.

(b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty.

C. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME:

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan.)

D. ANNUALIZING / AVERAGING INCOME:

There are two ways to figure income when the income is not received for a full year:

Annualizing current income (and subsequently conducting an interim reexamination if income changes); or

Averaging known sources of income that vary to compute an annual income (no interim adjustment if average income remains what was calculated).

The PHA will typically use the averaging income method for families unless it is determined by the Housing Choice Voucher Coordinator that the annualizing income method is most advantageous to the program goals.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the HAP every month.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

E. REGULAR CONTRIBUTIONS AND GIFTS:

Regular contributions and gifts received from persons outside the household are counted as income if valued at more than \$25 per month.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

F. ALIMONY AND CHILD SUPPORT:

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the participant as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Attorney General's office, for example, for the prior 12 payments), the PHA will use the amount received up to the last 12 payments. The projection will be the total amount received up to the last 12 payments (except lump sums for back pay) divided by the number of days plus the average number of days from the first payment through the last payment times 364 days. If the last payment was more than 60 days from the verification date,

calculations will be based on the number of days from the first payment to the verification date plus the average number of days. If the last payment received was 12 months or more from the verification date and the family has filed with the agency responsible for enforcing the payments, none of the payments will be counted.

A lump sum paid for back due support will be handled as an asset.

G. LUMP SUM RECEIPTS:

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

PHAs may develop a calculation method that calculates retroactively or prospectively.

The PHA will calculate the lump sum retroactively; going back to the month the lump-sum payment was received, as long as that date is not prior to program participation.

The PHA will determine the percent of the year remaining before the annual certification (for example 3 months would be 25% of the year, leaving a 75% balance);

At the next annual reexamination, the PHA will take the remaining percentage (for example the 75%) of the lump sum and add to the annual income;

H. ASSETS CALCULATIONS

In calculating the value of cash and cash equivalent asset accounts the PHA will use the average balance for the past 3 months.

I. ASSETS DISPOSED OF FOR LESS THAN FAIR VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one-year period is less than \$2000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one year period is more than \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed.

J. CHILD CARE

Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable the child's parent, foster parent or guardian to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed.

If a child becomes thirteen (13) years of age between annual certifications an interim change in TTP will not be made removing the childcare expense unless the family requests a recalculation of TTP.

The PHA will not normally determine childcare expenses for a child as necessary when the household contains an additional parent, foster parent or guardian of that child who is physically capable of caring for that child and is not working, actively seeking employment or furthering his/her education. The head of household must document the disability/handicap that prevents the parent, foster parent or guardian from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for childcare deductions:

The maximum childcare deduction allowed to work will be based on the amount earned of the child's parent, foster parent or guardian enabled to work as designated by the family.

Because of the requirements of childcare facilities and travel and study time, the PHA will allow the cost of full time childcare for the parent, foster parent or guardian enabled to further his/her education or actively seeking employment.

Those claiming the deduction for actively seeking employment will be required to register with the Texas Workforce Commission.

Rate of Expense:

The PHA will annually survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

K. MEDICAL EXPENSES:

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

Nonprescription medication must be doctor recommended with a recommended dosage in order to be used as a medical deduction.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

SECTION X. VERIFICATION PROCEDURES

A. GENERAL POLICY

The PHA verifies family income, family composition, status of full time students, value of assets, and other factors relating to eligibility determinations before an applicant is issued a Voucher.

The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed.

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR Part 5 Subpart E

XI. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. BRIEFINGS

1. Purpose of the Briefing:

The purpose of the briefing is to go over the Voucher holder's packet in order to fully inform the participant about the program so that s/he will be able to discuss it with potential participating owners.

2. Briefing Attendance Requirement:

All adult family members are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the adult family members have attended a briefing. Exceptions may be made for adult family members who are temporarily absent.

Two failures of an applicant to participate in scheduled briefings shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

3. Format of the Briefing:

A Housing Choice Voucher staff member may handle briefing of Voucher holders on a group or individual basis. (If group briefings are conducted), applicants are interviewed individually after the group briefing, given an opportunity to ask questions and are requested to sign their Voucher.

The applicant is provided with the following:

1. A voucher holders packet containing:
 - a. Those items required by Section 982.301(b) of the regulations;
 - b. A general information brochure explaining the basics of the rental program for landlord use;
 - c. A sample pre-approved lease;
 - d. A current list of interested landlords and their available property;
 - e. Description of Fair Market Rents Payment Standards and Housing Assistance Payments;
 - f. Procedures for notifying HUD or the PHA of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit;
 - g. Notification of Volence Against Women Act provisions.
 - h. Any supplemental material the PHA may deem necessary.

4. General Policies:

In addition to the briefing requirements to be covered determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session.

The amount of the security deposit that can be collected by the owner as determined by State law and the use of that deposit after tenant move out, shall be thoroughly discussed.

Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant.

Information shall be included to explain that rents are restricted to what is determined reasonable by the PHA. The PHA shall also explain the Tenant's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their tenant payment in the Housing Voucher Program.

Information on and encouragement to lease in areas outside economic deprivation and areas where the participant's race does not predominate.

5. Household Obligations under the Housing Choice Voucher Program:

Generally, under the Housing Choice Voucher Program, the relationship between tenant and landlord are the same as in the private housing market.

However, once a household receives a Housing Choice Voucher, s/he has the following additional obligations:

Find a rental unit which is the correct size in accordance with HQS and for which they will not initially pay more than 40% of the family monthly adjusted income.

Turn in proper forms to the PHA within the Voucher period so that the unit may be approved;

Supplying required information.

- (1) The family must supply any information that the Housing Authority (PHA) or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
- (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- (3) The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- (4) Any information supplied by the family must be true and complete.

The family is responsible for an HQS violation that is caused by any of the following:

- (1) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.
- (2) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.
- (3) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violation of the lease.

The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. All notices must be in writing.

The family must promptly give the PHA a copy of any owner eviction notice

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The PHA must approve the composition of the assisted family residing in the unit. The family must promptly (within ten days) inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly (within ten days) notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by family members.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly (within ten days) notify the PHA of absence from the unit.

The family must not own or have any interest in the unit unless approved under the homeownership program.

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

The members of the family may not engage in drug-related criminal activity, or violent criminal activity.

An assisted family or members of the family may not receive Section 8 tenant based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative Federal, State or local housing assistance program.

6. *Owner Referrals:*

Voucher holders are notified at their briefing session that the PHA updates the listing of available housing and are invited to pick up the update from the office. Additional assistance is provided as needed upon request.

B. SECURITY DEPOSIT REQUIREMENTS

State law will govern the Security Deposits collected by the Owner. The PHA declines to set a maximum amount for security deposits.

C. VOUCHER ISSUANCE

At the close of the briefing session, each household will be issued a Housing Choice Voucher that is a contract between the PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued will be determined by the amount of funding available. The PHA will attempt to issue the maximum number of Vouchers as to serve as many families in need as possible while maintaining the program integrity. Therefore, the PHA will maintain monthly reports to determine when applications should be taken, and the number of Vouchers to be issued based on turnover statistics, FMRs, Utility Allowances, current housing assistance payments and the subsidy standards required by those at the top of the waiting list.

1. Expirations:

The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing.

The family must submit a Request for Tenancy Approval and Lease within the 60-day period unless the PHA has granted an extension.

2. Extensions:

A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

Extensions will be made at the discretion of the Deputy Director primarily for three reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
2. The family has evidenced that they have made a consistent effort to locate a unit and request support services from the Housing Counselor, throughout the initial 60-day period with regard to their inability to locate a unit.
3. The family has turned in a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The PHA extends in one or more 30-day increments, not to exceed an additional 60 days.

3. Suspensions:

Suspension means stopping the clock on the term of a family's voucher after the family submits a request for lease approval.

The PHA declines to grant or allow any suspensions.

D. PORTABILITY

All applicants who, at the time of application, live outside the boundaries of Nacogdoches County must utilize their voucher within the boundaries of Nacogdoches County for a full twelve months, beginning at the date of the first HAP contract, before they will be allowed to move under the portability policies below.

The PHA may not deny portable voucher assistance to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny portable voucher assistance to a tenant who is otherwise in compliance with program rules moved out of a previous assisted unit in order to "protect the

health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

1. *Regulatory Portability:*

The PHA shall allow Voucher holders and participants to move outside the boundaries of Nacogdoches County with continued rental assistance if there is a Receiving PHA in the new location willing to provide the required program services for the HUD-allowed fees and there is sufficient HUD funding to cover the per unit cost (PUC) or the receiving PHA is willing to absorb the family.

2. *Incoming Vouchers:*

The PHA will accept families with a valid Housing Voucher from another PHA's jurisdiction.

The families will be serviced as follows:

1. If the PHA has an available Voucher, the family will be offered that assistance and the family will be transferred to this PHA's program ahead of applicants on the waiting list.
2. If the PHA does not have an available Voucher, the PHA will administer the Voucher of the Initial PHA. The PHA may transfer the tenant to its program when a Voucher becomes available.

E. MOVES WITHIN THE PHA JURISDICTION

It shall be the policy of the PHA to allow tenants to move from one assisted unit to another under the program within the PHA's jurisdiction. The policies governing family moves are under Section XIX.

SECTION XII. LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR LOCATING HOUSING

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations set by the Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

The PHA will maintain updated referral lists of owners who have called the PHA to list their available units. This list will include landlords who have handicapped accessible units or are willing to make their units accessible. The list will be made available to Voucher holders upon request.

The PHA will also track those families who may require additional assistance in locating housing (such as families with 3 or more minors) and will provide suitable assistance to these families upon request.

The PHA will also assist the Fair Housing Service Center in Mobility Counseling for those families seeking desegregative housing opportunities.

B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be utilized in the Voucher program (unless designated otherwise):

- All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and highrises;

- Manufactured homes where the tenant leases the mobile home and the pad;

- Manufactured homes where the tenant owns the mobile home and leases the pad;

- Independent Group Residences Congregate Housing

Families may lease properties owned by relatives, only if required to meet reasonable accommodation for a handicapped or disabled family member and as long as they meet the other program requirements.

Housing units where the family is being subsidized under other Section 8 programs are ineligible.

C. REQUEST FOR TENANCY APPROVAL AND LEASE

The Request for Tenancy Approval and a copy of the proposed owner's Lease with the required HUD Lease Addendum attached must be submitted prior to the expiration of the Housing Voucher, unless the Voucher has been extended by the PHA and at least 5 working days prior to the effective date of the lease.

Both owner and Voucher holder must sign the Request for Tenancy Approval Form. The lease must be executed by both parties prior to the proposed effective date of the lease.

The PHA will review the documents to determine whether or not they are approvable. The PHA will also schedule a Housing Quality Standards inspection.

The unit must meet the Housing Quality Standards. If the PHA determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

See the next section for Clearing Deficiencies.

SECTION XIII. HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GENERAL PURPOSE

The PHA is required by HUD regulations to inspect the unit to ensure that it is “decent, safe, and sanitary” according to Housing Quality Standards.

The PHA has adopted additional local requirements of acceptability defined below.

No unit will be initially placed on the Housing Choice Voucher Program unless these standards are met. Units must also meet the Housing Quality Standards as long as the unit is under contract.

There are four types of inspections the PHA will perform:

- Initial
- Annual
- Complaint
- Quality Control

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions:

1. Unvented heaters may be permitted in units participating in the program by prior approval from the Area Director of the Department of Housing and Urban Development Field Office, dated June 12, 1989, providing the appropriate waiver.
2. By prior approval from the director of public housing Texas State HUD office, dated February 15, 2000, in those instances where a unit is centrally heated and air-conditioned, traditional bathroom venting as contemplated by the HQS manual is not required.
3. The PHA has initiated the following policy to ensure that units meet the Interior Air Quality requirements that “the unit must have adequate air circulation. “Units that have not been provided an air conditioning unit or evaporative cooler by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.
4. All units must have at least one working smoke detector *on each level*.
5. All units are required to have sufficient weather-stripping and insulation to ensure the unit is free from drafts.

C. HQS INSPECTIONS

1. General Policy

The PHA will conduct an inspection using the Housing Quality Standards (and other standards approved in this Administrative Plan) at least annually. However, if between annual inspections, the tenant or owner complains that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection. In this case, the staff has to inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff must also note those items and require those items to be corrected.

The owner or tenant is responsible for insuring that all HQS failed items are corrected. The owner may have recourse under his lease to charge the tenant for the cost of repairs of tenant caused damages. If utilities have been disconnected for non-payment by the tenant, the unit fails HQS and the tenant can be terminated from the rental assistance program for breach of family obligations. The owner or tenant will be given time to correct the failed items. There are two guidelines to use:

1. If the item endangers the family's health or safety, the owner or tenant must correct or abate the violation within 24 hours.
2. For less serious failures, the owner or tenant may be given up to 30 days to correct the item(s).

If the owner fails to correct those HQS violations that are the owner's responsibility, after s/he has been given a reasonable time to correct the items, the payment must be abated or the HAP Contract must be terminated.

2. *Suspending / Withholding of HAP*

If the owner has been given at least 30 days to correct those HQS violations that were the owner's responsibility, but has requested a time extension for extenuating circumstances, the Executive Director or Deputy Director will determine if the circumstances justify an extension.

HAP to the owner for the failed unit will be suspended / withheld, if an extension has been given, until the repairs are complete within the extension time.

3. *Termination / Abatement of HAP*

When it has been determined that a unit on the program fails to meet those parts of Housing Quality Standards that are the responsibility of the owner, and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the PHA, the rent for the unit shall be terminated / abated and 30 day notice of HAP contract termination will be mailed to the owner.

The abatement shall be for at least one full month and will continue until all items which caused the unit to fail have been corrected or the HAP contract is terminated.

The PHA will inspect abated units within the month of the abatement after the owner has contacted the PHA to report the completed work.

4. *HAP Contract Termination*

If the owner fails to correct all the owner responsible items cited within thirty days of the beginning of the abatement period, the Contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a thirty days notice prior to the first of the month), it will not be reinstated. The tenant is given a new Voucher to move if qualified under Section XIX of this Plan.

To reiterate this: When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for owner responsible Housing Quality Standards violations, it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to stay in the unit.

5. Tenant Caused HQS Violations

If the unit fails HQS as a result of a breach of the family obligation as stated in 24CFR, the HAP may not be held or abated or the HAP contract terminated.

However, if the unit does not pass HQS within the time frame given by the PHA the family will be given a “Notice of Termination “of their program assistance, with a copy to the owner, stating that the HAP contract will terminate automatically when the family’s program assistance is terminated.

D. RENT REASONABLENESS TEST

The PHA maintains an inspection standard to ensure quality of approved housing and to ensure the requested rent meets the rent reasonable test and landlords are given the opportunity to make the requested repairs. The inspection shall note:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities

E. INITIAL INSPECTIONS

The PHA will schedule a timely inspection of the unit upon receipt of a Request for Tenancy Approval and Lease. The family and the owner will be notified of the results.

On an initial inspection the unit must pass the HQS on or before the effective date of the lease.

On an initial inspection, if the unit does not pass, the Inspector will attempt to inspect the unit again before the effective date of the lease, unless the Owner informs the Inspector that the unit will not be ready by that date.

If the unit continues to fail HQS after two re-inspections and the Voucher has expired, the family would have to reapply to be eligible for the program.

SECTION XIV. LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION

A. DOCUMENTS SUBMITTED

The family shall be required to submit to the PHA the following documents at least 5 working days before the proposed effective date of the lease and prior to the expiration of the Voucher:

- (1) **LANDLORD, OWNER, CONTRACT UNIT INFORMATION**
To be completed by the Landlord for proper mailing of Housing Assistance Payments Checks, Housing Authority contacts, and HUD statistics.
- (2) **INFORMATION TO PROSPECTIVE LANDLORD ABOUT THIS FAMILY**
This form provides HUD required information about the family, if available, so that the prospective Landlord can contact current and prior landlords in order to screen the tenant. This form is signed by the Landlord to ensure that he has received it.
- (3) **IRS FORM W-9**
Must be completed by the Landlord. The name and SSN/TIN must match IRS records exactly. The name, address, and SSN/TIN on the W-9 will be used on the IRS form 1099 sent to the Landlord and IRS to report rental income as required by law.
- (4) **REQUEST FOR TENANCY APPROVAL**
To be completed by Landlord and signed by Landlord and Tenant.
- (5) **COPY OF THE TYPICAL LEASE USED BY THE LANDLORD.**
If PHA approves this lease the Landlord and Tenant must sign it before the beginning term date. The Landlord must use the same lease he uses for any unsubsidized rental dwellings.
- (6) **LEASE ADDENDUM BASIC VERSION**
This addendum must be attached to the Landlord's lease and signed by the Landlord and Tenant before the beginning term date.
- (7) **HOUSING QUALITY STANDARDS CHECKLIST**
To be checked by Landlord and Tenant and signed by both.

B. INITIAL FAMILY SHARE OF RENT LIMITATIONS

The Family share of rent for an initial lease of a unit cannot exceed 40% of the family's monthly adjusted income.

C. RENT REASONABLENESS DETERMINATION

The PHA will make a determination as to the reasonableness of the rent that the owner is proposing in relation to comparable units on the private unassisted market.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owners request rent adjustments.

The PHA will certify and document on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market; and

Is reasonable in relation to rents charged by other owners for comparable units in the private market.

These items will be used for rent reasonableness documentation:

Location
Quality
Size
Unit type
Age
Amenities
Housing services
Maintenance
Utilities

The PHA will maintain comparable data on unassisted units in the market. This data will be used in an automated worksheet system for the staff to make their rent reasonableness determinations.

The PHA will annually update the comparable data on rent reasonableness through personal visits, by mail, or by telephone to apartments, realtors, and those rental units advertised in the local newspapers.

D. OWNER TENANT SEPARATE AGREEMENTS

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those that are provided under the lease.

Any appliance, service or other items that is routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The PHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

E. LEASE APPROVAL / DISAPPROVAL

After the PHA has reviewed the Request for Tenancy Approval and Lease, certified and documented rent reasonableness, conducted an inspection and passed the unit, checked the rent against the 40% family monthly adjusted income for an initial lease of a unit (if gross rent above payment standard), the PHA may approve the tenancy.

If the PHA determines that the tenancy cannot be approved for any reason, the landlord and the family will be notified and the reasons provided.

If the lease does not meet the PHA's requirements, the PHA will explain the problems to the owner and suggest how they may be corrected by a specific date.

If the gross rent is above the payment standard and the proposed family share exceeds 40% of the family monthly-adjusted income for an initial lease of a unit, the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the rent does not meet the Rent Reasonable Test the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the owner accepts the offer of a revised rent, the PHA will continue processing the Request for Tenancy Approval and Lease.

If the owner does not agree on the contract rent, after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the tenant that the tenancy is disapproved. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit fails inspection, the PHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period of time to make the repairs (see above).

F. DISAPPROVAL OF OWNERS

Nothing in the federal regulations or these policies is intended to give any owner any right to participate in the program.

The PHA may deny approval to lease a unit from an owner for any of the following reasons:

- (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- (2) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (3) The owner has engaged in drug-trafficking;
- (4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (5) The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- (6) The owner has not paid State or local real estate taxes, fines or assessments.

In determining whether to deny owner participation the PHA will weigh the circumstances of the tenant as to whether the denial will place an undue hardship upon the family.

G. HAP CONTRACT EXECUTION

Prior to HAP Contract execution, the PHA will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. The PHA will not re-verify information or recalculate the Total Tenant Payment merely because previous verifications are more than 60 days old, in this situation.

When the tenancy approval process is completed, the PHA will notify the landlord and the family of the tenancy approval or disapproval.

If the tenancy is approved, the PHA will prepare the HAP Contract and the PHA and Landlord will execute it within 60 days of the effective date of the lease.

SECTION XV. PAYMENT STANDARDS, OWNER PAYMENT, UTILITY ALLOWANCE, AND MINIMUM RENT

A. PAYMENT STANDARDS

As a result of the volatility of funding, the Housing Authority Board of Commissioners authorizes the Executive Director to set the regular payment standards within a range of 90% to 110% of the HUD published Fair Market Rents (FMR) for Nacogdoches County and to adjust the payment standards at any time within that range.

Under the Young Litigation HUD has established exception Payment Standards at 148% FMR for those census blocks designated by HUD as affording a desegregative housing opportunity. The exception Payment Standards will be utilized only in a census block designated by HUD as a desegregative housing opportunity and only for those families designated by HUD for the use of those exception Payment Standards.

B. AFFORDABILITY ADJUSTMENT TO PAYMENT STANDARDS

The Executive Director may consider adopting an affordability adjustment to the Payment Standard at any time, but will review the Payment Standards at least annually.

The factors to be used in the analysis will be:

1. Participant rent burden (the percent of the total tenant payment to the adjusted household income of the Voucher participants).
2. Participant rent burden relative to the quality of the units selected by participant families as measured by the rent reasonable comparison and the most current HQS inspection.
3. Participant rent burden relative to availability of units by bedroom size and location.
4. Actual contract rents for specific bedroom sizes.
5. The need to allow families to move out of areas of minority concentration.
6. Success rates of voucher holders in finding affordable units.
7. Per unit cost funded by HUD.

If it is determined that an affordability adjustment is needed the Executive Director will set an effective date for the new Payment Standards and post them for the public at the Housing Authority office. The new payment standard increases will be applied to current HAP contracts at the next annual reexamination date of the family. If it decreases it will be applied at the second annual reexamination on or after the effective date of the decrease.

C. UTILITY ALLOWANCE

If the family pays for some or all utilities, the PHA will provide the family with a utility allowance. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.

The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner.

The PHA will review the Utility Allowance Schedule on at least an annual basis. If a revision is needed, based on methods required by HUD, the Executive Director is authorized to make the revision to the Utility Allowance Schedule as needed.

Approved utility allowance schedule(s) will be given to families along with their Housing Choice Voucher. The same schedule(s) will be used by the PHA to record the actual allowance for the unit the family selects if there are tenant-paid utilities.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance prorated over the useful life of the appliance, based on factors provided by HUD.

D. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the PHA begins processing payments to the landlord.

The effective date and the amount of the HAP payment is calculated based on the HUD-50058 by computer program.

A computer generated payments register will be used as a basis for monitoring the accuracy and timeliness of payments.

The Housing Choice Voucher Coordinator and Housing Counselors will maintain records for monthly changes made by HUD-50058 and other actions effecting HAPs.

Checks are disbursed by the PHA to the owner each month.

E. UTILITY REIMBURSEMENT PAYMENTS

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment on behalf of the family each month.

The check will be made out directly to the Utility Company(s) if possible or to the tenant. In order to make the utility reimbursement on behalf of the family the utility must be connected in the name of an adult family member, preferably the head of household

F. MINIMUM RENT

"Minimum rent" is **\$50**. Minimum rent refers to the Minimum Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Hardship Requests for an Exception to Minimum Rent

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent.

Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

PHA Notification to Families of Right to Hardship Exception

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or welfare rent.

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

Suspension of Minimum Rent

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship is covered by statute and temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the PHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

Long-Term Duration Hardships

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

SECTION XVI. ANNUAL REEXAMINATION

The PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality standards in accordance with the requirement for annual reexamination. Monetary changes are transmitted to the computer person to affect a change in the next rental payment.

Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually. In order to allow for an even distribution of re-examinations per month the caseworker may schedule re-examinations at intervals of less than 12 months for some families.

Income limits will not be used as a test for continued eligibility at reexamination.

A. REEXAMINATION NOTICE TO THE FAMILY

The PHA will maintain a reexamination tracking system and at least 90-120 days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that s/he is required to attend a reexamination interview on a specified date. Missed appointments or re-scheduled appointments will be handled as specified in Section XXII.

The Housing Counselor will review the tenant file and request in the notice that the tenant brings to the interview any documentation that may be needed.

B. VERIFICATION OF INFORMATION PROVIDED

The PHA will use procedures as stated under Section X of this plan.

C. CHANGES IN TENANT RENT

When the information is analyzed, all necessary documents are prepared and signed by the tenant, and all other requirements have been met, the PHA will recalculate the tenant's portion of rent.

The PHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by the PHA) if applicable. If there is a change in tenant rent and or HAP payment, it will go into effect on the annual reexamination date.

If the tenant caused a delay in the reexamination processing, there may be an increase in tenant rent made retroactively to the annual reexamination date with a repayment agreement to the PHA for overpayment of HAP. However, a decrease in tenant rent will not be made retroactively in this case. If there has been misrepresentation by the tenant at the annual reexamination that results in an overpayment of HAP, the PHA may consider this fraud and terminate the tenant's assistance.

SECTION XVII RENT INCREASES BY OWNER

Owners may not request rent increases in the Voucher Program effective prior to the end of the initial lease term. Rent increases may be effective with a notice to the family required by the lease and after the PHA has approved the rent as reasonable. A 60 day prior notice to the PHA is required.

The PHA will certify and document on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market;

Is reasonable in relation to rents charged by other owners for comparable units in the private market; and

The PHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner if requested by the family.

SECTION XVIII. INTERIM REEXAMINATIONS

A. CHANGES BETWEEN ANNUAL REEXAMINATIONS

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for disable or handicapped family members may allow for written or telephone reporting of changes.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

If any new family member is added, family income must include any income of the additional family member at the time of addition. The PHA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment.

A family may report a reduction in income or increase in allowances that reduce annual income and a recalculation of TTP will be done to determine if a reduction in tenant rent is warranted. Other changes in income or reductions in expenses between annual reexaminations are not required to be reported until the next annual reexamination and will not be used to recalculate TTP.

In order for a decrease in TTP or Tenant Rent to occur based on reduction of the family income or increase in expenses, the family must request the decrease in person by appointment at the PHA office and document that the Average Yearly Projected Income will be less than was calculated at the annual reexamination. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

Other Changes:

1. Families claiming zero income; will be reexamined every 30 days.
2. Families whose annual income cannot be projected with any reasonable degree of accuracy; will be reexamined not less than every 90 days nor more than every 30 days.

3. Changes may occur if an error was made at admission or reexamination (and family will not be charged retroactively for errors made by Housing personnel).
4. Changes may occur if the family's rent was based on false or incomplete information supplied by the family (and the family will be charged retroactively and may have assistance terminated).
5. Families who requested and received a reduction in TTP between annual recertifications as a result of a decrease in income from a member who continues to reside in the unit, will be reexamined every 90 days until it is determined that the annual income is stable.

Generally, decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change was reported if reported in person by appointment at the PHA office by the 1ST working day after the 20th day of the month and verified by the family secured documentation or third party verification. If reported after that date or verifications are not received, the change will be effective the first of the second month following the month in which the change was reported. However, if at anytime an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

Increases in the tenant portion of the rent between annual re-exams will be effective on the first of the month thirty days following the processed change. However, the exclusion period for those individuals eligible for Mandatory Earned Income Disregard will start the first of the month following the start of the disregarded earned income.

Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.

The Total Tenant Payment (TTP) or Tenant Rent may be changed in addition to the reasons listed above if there is a change in the Rent to Owner that causes a change in TTP or Tenant Rent.

B. FORMS USED FOR INTERIMS

A Notice of HAP and Tenant Rent will be sent to the owner and tenant if a change will occur. Signatures are not required, but the form, because it changes the family's Total Tenant Payment or Tenant Rent, must offer the family an opportunity for informal hearing.

C. TIMELY REPORTING

1. Standard for Timely Reporting of Changes:

The standard for reporting required changes for interims in a timely manner is for the family to report the change within ten calendar days of the change.

If the tenant does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification oral or written is utilized to verify the change.

If the tenant does not return by the end of the month, the Total Tenant Payment is calculated when the verification is received.

2. Procedures When the Change is Reported in a Timely Manner:

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

The family will always be given a 30-day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective upon thirty days notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Generally decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported (if reported by the 1ST working day after the 20th of the month) and verified by the family secured documentation or third party verification. However, if at anytime an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification. Verbal confirmation by the tenant will not be acceptable.

If the tenant does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

3. Procedures when the Change Is Not Reported in a Timely Manner:

If the family does not report a required change within ten calendar days of the change, the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

Increased Tenant Rent: The change will be effective on the first of the month thirty days following the processed change, and an overpayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner.

Decreased Tenant Rent: The change will be effective on the first of the month following the reported change, if reported by the 1ST working day after the 20th of the month. Otherwise, the change will be effective the first of the second month following the reported change.

Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.

The calculation is the same even if required but unreported changes occurred months ago. The change is retroactive to the original date even if they have been changing jobs every six months and have not reported their job income at reexamination. A history has to be established to determine how much money the tenant owes the PHA.

If the tenant does not come in during the month the change occurred and comes in at the beginning of the following month, a decrease cannot be retroactive to the first of the month.

4. Procedures When the Change Is Not Processed by the PHA in a Timely Manner:

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If changes are not processed by the PHA staff in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an underpayment to the landlord or overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the landlord if still due or otherwise to the tenant.

5. *Timing of Next Annual Reexamination:*

In the event there is an interim adjustment completed, the next regular re-examination will be scheduled within a year from the last effective date of the annual re-examination of family contribution.

6. *Changes in Family Composition:*

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment.

Except for the birth, adoption, or court awarded custody of a child , the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

Any change in Voucher size shall be effective at the next annual reexamination unless the family gives notice to move in accordance with their Lease, then the appropriate Voucher size will be issued for the move.

SECTION XIX. HAP CONTRACT TERMINATION AND FAMILY MOVES

A. FAMILY MOVES

It shall be the policy of the PHA to allow tenants to move with assistance from one unit to another within the PHA's jurisdiction as long as:

1. The tenants have not violated the Family Obligations under the program;
2. They do not owe this PHA or any other entity money paid under any Federal housing assistance program or Public Housing Program;
3. They have completely reimbursed the PHA or any other entity for any amounts paid to an owner on their behalf for claims of unpaid rent, damages, or vacancy loss under the Certificate/Voucher Program;
4. No family member has engaged in drug related or violent criminal behavior or is required by a state to register as a sex offender.
5. On or before the 1ST working day after the 20th day of the month immediately prior to the last month of occupancy in the unit, the family has given the PHA written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

Violence Against Women Act exceptions: The PHA may not deny a voucher to move to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny a voucher to move to a tenant who is otherwise in compliance with program rules who moved out of a previous assisted unit in order to "protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the family does not locate a new dwelling unit to move into, as long as they have not given notice to their owner (or their owner agrees to disregard the notice upon their request), they may continue with assistance under the current HAP contract. No documents are necessary; the owner continues to be paid as if the family had never requested the Voucher.

The family may move with Housing Choice Voucher assistance **only once in any 12 month period** unless it is determined that:

- 1) The move is for portability and will provide for greater job or educational opportunities for the family and the receiving PHA will absorb the family or has a payment standard not greater than Nacogdoches Housing Authority and the current landlord is willing to terminate the lease with no violation by the family.
- 2) The current unit fails HQS (non-tenant caused) and will not pass within the given repair time.
- 3) There is actual or threatened physical abuse by a member of the family toward other members of the family and the move will remove the abusing member from the household.
- 4) There is a predominance of racial hostility toward the family within the neighborhood of the current dwelling unit.
- 5) The move is for verified medical reasons.

6) The lease was for less than 12 months.

A mutual rescission of the lease by the tenant and landlord is not in and of itself justification for an additional move.

B. FAMILY NOTICE TO MOVE

After the initial term of the lease, families are required to give notice to move in compliance with their lease to the owner with a copy to the PHA.

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

On or before the 1ST working day after the 20th day of the month immediately prior to the last month of occupancy in the unit, the family must also provide the PHA with written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

C. FAMILY BREAK-UP

In cases where a family breaks up the PHA will determine who will retain the rental assistance. The priority for retaining rental assistance is as follows:

First Priority

If all adult family members agree as to which household will retain the assistance or there is a Court determination then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to give up the assistance.

Second Priority

An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the assistance. In this case the household member who threatened or engaged in the violence must not remain in the assisted household. If there are no dependents in the original household then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

Third Priority

The adult family member who will have the most dependents, from the original household, will retain the assistance.

Forth Priority

The adult family member who is elderly with a disability or handicap will retain the assistance.

Fifth Priority

The adult family member with a disability or handicap will retain the assistance.

Sixth Priority

The adult family member who remains in the contract unit will retain the assistance.

General Criteria Applying to All Priorities Above

Any family member who is going to move from the contracted unit and wants to retain the rental assistance must give written notice to the PHA before moving from the unit. If they do not, they cannot retain the rental assistance.

D. EVICTIONS

If the owner wants to terminate the tenancy of the family, s/he must use the means available in the lease.

E. OTHER FAMILY MOVES

Other actions may result in the tenant leaving such as:

If the owner wants a rent that is not reasonable as determined by the PHA, the PHA would disapprove the rent increase request and the owner might institute court action because they want a higher rent (only after the first term);

The owner may choose not to make repairs required by the Housing Quality Standards;

The unit becomes overcrowded according to HQS.

The tenant is issued another Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Denial or Termination of Assistance section).

If the tenant locates another unit, the Annual Recertification Procedures be followed.

F. OWNER NOTICE TO MOVE

Owners may only give tenants notice according to their lease and the HUD Lease Addendum provisions.

Owners are required to follow eviction procedures consistent with their contract and must comply with the requirements of Federal, State, and local law.

G. FAMILY ASSISTANCE TERMINATION

If the PHA terminates the Family's assistance in accordance with the **Denial or Termination of Assistance** section of this Plan, the Contract with the owner terminates automatically.

H. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the PHA will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible to relocate to another unit with continuation of assistance.

The PHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse.

I. CHANGE IN OWNERSHIP

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the PHA's rent payment or the address at which payment is to be sent.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Deed of Trust or other legal documents showing the transfer of title.

The PHA will update its files and records to reflect the new information received.

SECTION XX. DENIAL OR TERMINATION OF ASSISTANCE

A. GENERAL POLICY

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult during the previous participation is considered responsible for those violations or amounts owed.

GROUNDINGS FOR TERMINATION OR DENIAL OF ASSISTANCE

Termination or denial of assistance for a participant may include any or all of the following: refusing to issue a voucher, refusing to enter into a Housing Assistance Payment (HAP) Contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

The PHA may **at any time** terminate or deny program assistance for a participant, for any of the following grounds:

- If the family violates any family obligations under the program.
- If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.
- If any Housing Agency has ever terminated assistance under the certificate or voucher program for any member of the family.
- If any member of the family commits drug-related criminal activity, or violent criminal activity.
- If any member of the family commits fraud, bribery or any other corrupt or criminal activity, or violent criminal activity.
- If any member of the family is required by a state to register as a sex offender.
- If the family currently owes rent or other amounts to the PHA or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 act.
- If the family has not reimbursed any Housing Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to a Housing Agency, or amounts paid to an owner by a Housing Agency.
- If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

REQUIREMENT TO SIGN CONSENT FORMS.

The PHA must terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

RESTRICTION ON ASSISTANCE TO NONCITIZENS.

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must terminate assistance because a family member does not establish citizenship or eligible immigration status.

TERMINATION OR DENIAL FOR INSUFFICIENT PROGRAM FUNDING.

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

In this case in order to reduce HAP expenses to a sustainable amount the PHA will first terminate assistance of those families consisting of one or more single (not married) non-elderly, non-disabled persons with no dependent children in the household. Dependent children for this purpose will be those family members that can be claimed as a dependent by a household member in accordance with the Internal Revenue Service. The order of termination will proceed starting with those who have received assistance for the longest period of time to the shortest.

The PHA may also refuse, because of insufficient funding, to allow a family to port out to a jurisdiction where the receiving PHA has a payment standard greater than Nacogdoches Housing Authority and will not absorb the family.

OTHER CONSIDERATIONS.

Income limits are not a consideration for termination of assistance once the family is under lease and contract and already “on the program.”

If the family does not sign a new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit if the tenant is not living in the unit or the lease has been terminated. Assistance will not start in the new unit prior to the execution of the new lease by the family and owner.

If a HAP Contract termination is necessary, or tenant assistance is terminated or, if the tenant requests to go off the program (in writing) or assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required), tenants and owners will be notified of termination of assistance.

If the PHA refuses to issue a Voucher, the tenant will be notified in writing and offered an opportunity for an informal hearing (and hold the hearing if requested) prior to the termination of assistance.

If the PHA refuses to issue a new Voucher to a tenant who wants to move, the tenant may elect to continue in the same unit under assistance, if there has been no notice given to the owner by the tenant or if the owner is willing to disregard the notice.

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written termination notice which states:

The reasons for the termination;

The effective date of the termination;

The household’s right to request an informal hearing and instructions on how to obtain the hearing

B. \$0 ASSISTANCE TENANTS

\$0 assistance tenants may remain on the program for 180 days from the effective date they went to \$0 assistance.

If the family’s Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the PHA’s last HAP payment was made, the family’s assistance is terminated.

If the owner wants a reasonable rent increase during the 180 days and the rent increase would cause the PHA to resume HAP payments, or if at reexamination time, the tenant had a loss of income and there would be a HAP payment, the payments would be resumed.

If payments are resumed, a Notice would be sent out, listing the new amounts.

When the 180 days have been reached, the owner should be notified of the termination of the HAP Contract, in accordance with his HAP Contract. The termination of the HAP Contract is after the 180 day period has been reached, not the reexamination date.

The tenant will be notified of their rights to remain on the program at \$0 assistance for 180 days.

Also, if the tenant wants to move to another unit during this period, the PHA would not execute a new HAP Contract for the new unit at \$0 assistance. If there would be assistance (because of a higher rent, for example), the PHA could execute a new HAP Contract.

If they move to another unit, the \$0 assistance provisions are no longer in effect, because a HAP is being paid on the new unit.

C. VIOLENCE AGAINST WOMEN ACT PROVISIONS

The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Texas or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Texas

The term 'dating violence' means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: 1 The length of the relationship. 2 The type of relationship. 3 The frequency of interaction between the persons involved in the relationship.

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

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

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.

The PHA may terminate assistance or an owner/manager may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

The PHA, owner or manager is authorized to honor court orders regarding rights of access or control of the property.

Nothing limits the ability of an owner, manager or PHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a “more demanding standard” than non-victims.

Nothing is to prohibit termination or eviction if the owner, manager or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property or PHA if that tenant is not evicted or terminated from assistance.

Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

The PHA may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within 14 business days after the PHA requests such certification in writing. If the certification is not received within 14 business days of the PHA’s written request, nothing would limit the PHA’s ability to evict or terminate assistance.

The PHA may extend the 14 day deadline at its discretion

Alternatively, an individual may also satisfy the certification requirement by:

1. providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or
2. producing a Federal, State, tribal, territorial, or local police or court record.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

SECTION XXI COMPLAINTS AND APPEALS

The PHA responds promptly to complaints by families or owners and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Housing Inspector. Anonymous complaints are checked whenever possible.

A. APPEALS BY APPLICANTS / INFORMAL REVIEWS

Appeals by applicants concerning the PHA determination denying assistance (including denying listing on the waiting list and participation in the program for issuance of a Voucher) are handled by Informal Review as outlined in 24 CFR 982.554.

Request for a Review must be made in writing within 10 calendar days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 calendar days of the receipt of a request and shall be conducted by a Reviewing Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

Typically, the Reviewing Officer will be selected from the PHA staff whose duties are segregated from the Voucher program such as the Public Housing Manager. In some cases where there is no staff person who can review objectively, the Reviewing Officer will be selected outside the PHA by the Executive Director or Deputy Director.

Before the Informal Review, the applicant has the right to review and copy any document to be used by the Housing Authority in support of the denial. The applicant may not remove original documents from the Housing Authority office. Copies requested will be made by the Housing Authority staff without charge up to 25 pages and at a rate of 15 cents per page there after.

It is to the applicant's advantage to review and / or copy those documents so that they can gather evidence to the contrary before the Informal Review.

The decision by the Reviewing Officer will be based on the preponderance of evidence presented at the Informal Review and will be a determination as to whether the Housing Authority decision denying assistance is in accordance with the law, HUD regulations, and Housing Authority policies.

At the Informal Review, the applicant will be given the opportunity to present oral and written objections to the decision in question and to present third party testimony and documentation contrary to that decision.

In order for a denial of assistance to be reversed, the applicant must provide the preponderance of evidence that the decision to deny was based upon erroneous information, or was not in accordance with law, HUD regulations, and Housing Authority policies.

It is to the applicant's advantage to include documentation or testimony from others in presenting their evidence because the Housing Authority will generally be relying upon third party documentation. So an applicant's simple oral argument when reviewed against the Housing Authority's third party documentation may not be sufficient to reverse a denial.

A notice of the Review Findings shall be provided in writing within 10 calendar days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

Once an applicant has been given an Informal Review and if the denial is upheld, the applicant is not entitled to another Informal Review until after the term of denial has passed.

The applicant will be informed of the term of denial during the Informal Review and in writing.

Restrictions on assistance for noncitizens

The informal hearing provisions for denial of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5 Subpart E.

B. APPEALS BY PARTICIPANTS / INFORMAL HEARINGS

Appeals by participants of the PHA's Housing Choice Voucher Program shall be handled as outlined in 24 CFR 982.555 by Informal Hearings.

All requests for Informal Hearings must be made within 10 calendar days from the date of the PHA's written notification of a determination:

- (1) of the family's annual of adjusted income, and use of such income to compute the housing assistance payments.
- (2) of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.
- (3) of the family unit size under the PHA subsidy standard.
- (4) to terminate assistance for a participant family's action or failure to act.
- (5) to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under these policies and HUD rules.

The Hearing Officer shall conduct the Informal Hearings. If available, the Hearing Officer will be an impartial person not employed by the PHA selected by the Executive Director or Deputy Director. However, the Hearing Officer may be selected from the PHA staff whose duties are segregated from the Voucher program such as the Public Housing Manager.

The Hearing will be schedule within ten calendar days of the request The family may examine and copy (at their expense) any documents directly related to the hearing. If the PHA does not make a document available to the family, the PHA may not rely on the document at the hearing.

The PHA may request and must be given the opportunity to examine at the PHA office before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy the documents at PHA expense. If the family does not make a document available for examination on request by the PHA, the family may not rely on the document at the hearing. A lawyer or other person may represent the family (at their expense).

The Hearing Office will regulate the conduct of the hearing in an informal fashion. The PHA will present evidence and or witnesses to support the determination and then the family may question any witnesses of the PHA. The family will then present evidence and or witnesses and the PHA may question the family's witnesses if any. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The decision by the Hearing Officer will be based on the preponderance of evidence presented at the Hearing and will be a determination as to whether the PHA decisions relating to the circumstances precipitating the Hearing are in accordance with the law, HUD regulations, and PHA policies.

A notice of the Hearing Findings shall be provided in writing within 10 days of the hearing to the participant and shall include a brief explanation of the reasons for the final decision.

The PHA shall promptly send a letter to the participant if it determines the PHA is NOT bound by the Hearing Officer's determination. The letter shall include the PHA's reasons for this decision.

Restrictions on assistance for noncitizens

The informal hearing provisions for denial of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5 Subpart E.

SECTION XXII. MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the PHA shall be sent a notice of denial or termination of assistance for failure to supply such certification, release, information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Application
- Personal Declaration Interview
- Bringing in Verification Information
- Voucher Briefing
- Housing Quality Standards Inspection
- Annual Reexamination
- Required Interim Reexamination

If the applicant or tenant can't make the appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be used to re-schedule an appointment. The tenant or applicant will be warned that if s/he misses the second appointment they will be removed from the waiting list or terminated from the program. The applicant or tenant will be given an opportunity for an informal review or hearing, as appropriate.

If the tenant or applicant appeals a denial or termination letter for missed second appointment, an informal hearing or review must be scheduled. At that hearing or review, the tenant must submit acceptable documentation or evidence showing why s/he could not appear for the second appointment. If the documentation/evidence shows that the applicant or tenant could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

If the missed appointment was for a participant, the termination will be effective upon the first of the second month following the missed appointment (30+ days notice).

SECTION XXIII. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

Repayment Agreements may be executed with families who owe the PHA money for overpayment of housing assistance or utility payments as a result of not reporting changes in family circumstances, when required, in a timely manner. The tenant is usually allowed to enter into a Repayment Agreement to pay the PHA back over a period of time.

There is no dollar amount limit for repayment. If the tenant enters into a Repayment Agreement and does not pay, the termination of assistance procedures identified in this document go into effect.

If the family starts paying on their Repayment Agreement and then stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures above.

The PHA may deny the family issuance of a new Voucher to move to another dwelling unit if the family has an outstanding debt whether or not a repayment agreement is in effect.

Families who have an executed Repayment Agreement must pay their outstanding balance prior to the issuance of a Voucher or execution of a HAP Contract.

The PHA will not execute repayment agreements for amounts due from damage claims, vacancy losses and unpaid rent claims paid to past landlords on behalf of the family by the PHA. However, the family must repay any of those amounts owed before a voucher will be issued to move or a new HAP contract executed.

The PHA will not execute repayment agreements with applicants. Amounts owed to the PHA by applicants must be paid in full before the applicant is eligible to be placed on the waiting list.

SECTION XXIV. SUPERVISORY QUALITY CONTROL REVIEWS

The PHA will conduct supervisory quality control reviews for the following procedures:

- ◆ **Selection from the waiting list**

The Deputy Director will conduct this review.

- ◆ **Rent reasonable determinations**

The Deputy Director will conduct this review.

- ◆ **Determination of adjusted income**

The Deputy Director will conduct this review.

- ◆ **HQS enforcement**

The Deputy Director will conduct this review.

- ◆ **HQS inspections**

The Deputy Director will conduct this review.

SAMPLING PROCEDURES:

The “Selection from waiting list” review will be done in March of each year. Since the permanent waitlist is arranged by date and time of application only, the Deputy Director will pull a random sample from it of those applicants who were issued Vouchers or denied Voucher assistance during the previous 12 months. The sample size will be determined by the number of applicants assisted and denied during that 12 month period and will not be less than the number required by the HUD Section Eight Management Assessment Program (SEMAP) procedures

All the other supervisory reviews will be done on an on-going basis each month. The Deputy Director will use the monthly-generated list of participants scheduled for annual reexamination. Those families on the list will be designated as to whose unit passed HQS on the first annual inspection and whose unit did not. The Deputy Director will perform a supervisory review for rent reasonable determinations, determination of adjusted income, HQS enforcement, and HQS inspections on the median family on the list from each designated pass or failed group. That would amount to a total of 24 families reviewed per year, which is within the sampling size required by SEMAP.

SECTION XXV. OPERATING RESERVE EXPENDITURES

Without prior approval of the Board of Commissioners, no expenditures may be made from the Operating Reserve for other housing purposes if said expenditures would result in an Operating Reserve that is less than three months operating expenditures for administrative costs.

The PHA Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with the PHA’s authorities under State and local law.

SECTION XXVI. HOMEOWNERSHIP OPTION

A. ADDITIONAL REQUIREMENTS FOR PARTICIPATION

In addition to the HUD regulatory requirements for participation in the homeownership option under the housing choice voucher program, the PHA has the following requirements before any homeownership payments can begin.

A family must be current participants in the Housing Choice Voucher program, have fulfilled the obligations of their first lease under the program, and also fulfill the obligations of their current lease or have the landlord agree to a termination of the lease for the benefit of the family. Or the family must be a current Public Housing resident having fulfilled all obligations of their lease for at least 12 months.

The family may be participants in the PHA jurisdiction or be participants porting in from another jurisdiction. Families on waiting lists must become participants under lease and HAP contract before becoming eligible to apply for the homeownership option.

B. MAXIMUM TIMES TO LOCATE AND PURCHASE

Families who are continually receiving rental assistance within our jurisdiction or living in our Public Housing have no time limits to locate and purchase a home. However for Public Housing residents there must be sufficient Section 8 funding available to transfer them to that program at the time they locate the home to purchase. A portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option must locate and purchase a home within 120 days from the date that assistance payments for the purchase can begin.

C. ISSUING RENTAL VOUCHER IF NO SUITABLE HOUSE FOUND

Since the homeownership option is limited to families already receiving assistance there will not likely be a need to issue a voucher to a family who does not find a suitable home to buy. The family will most likely continue receiving rental assistance under their current lease and HAP contract or Public Housing lease. However, if the Section 8 family needs to move before finding a home to buy and requests a voucher, one will be issued as long as the family is still eligible under the rental voucher program. Also, a portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option, may also request and receive a rental voucher if eligible under the rental voucher program.

D. MINIMUM CASH DOWN PAYMENT OR EQUITY REQUIREMENT

The PHA establishes no minimum cash down payment or equity requirements.

E. FINANCING REQUIREMENTS

Financing for purchase of a home under our Housing Choice Voucher homeownership program will: be provided, insured or guaranteed by the state or Federal government; or comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

F. REQUIREMENTS FOR CONTINUATION OF ASSISTANCE

In addition to what is required under HUD regulation and except for those requirements that are specific to a lease or housing quality standards, the PHA requires the family to meet the same obligations for continued assistance under the homeownership option as is required by those families receiving rental assistance and delineated elsewhere in this administrative plan. However, if after six months of zero assistance income of the family is reduces such that default on the mortgage is likely, assistance can resume for the homeownership family.

G. ALLOWABLE HOMEOWNERSHIP EXPENSES

- (1) Homeownership expenses may only include amounts allowed by the PHA to cover:
 - (i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
 - (ii) Real estate taxes and public assessments on the home
 - (iii) Home insurance;
 - (iv) The PHA allowance for maintenance expenses (Appendix "A");
 - (v) The PHA allowance for costs of major repairs and replacements (Appendix "A");
 - (vi) The PHA utility allowance for the home; and
 - (vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- (2) Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:
 - (i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 - (ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 - (iii) Home insurance;
 - (iv) The PHA allowance for maintenance expenses (Appendix "A");
 - (v) The PHA allowance for costs of major repairs and replacements (Appendix "A");
 - (vi) The PHA utility allowance for the home ; and
 - (vii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- (3) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

H. ADDITIONAL DISCRETIONARY POLICIES

- (1) The family may move with continued assistance only once during any 12-month period.
- (2) In considering the requirement for 12 months of continuous employment the PHA will not allow breaks in employment. Changes in employer will be allowed only when the new employment has been secured before or on the next day after the termination of the previous employment. Self employment in a business will be allowed in this consideration as long as the net income from the business equals or is greater than 30 hours per week multiplied by the Federal minimum wage multiplied by the number of weeks the self employment is being counted towards the 12 months of continuous employment.

SECTION XXVII. PROJECT-BASED VOUCHERS

Any Project-based vouchers will be administered in accordance with 24CFR983. All requirements of tenants in this administrative plan for the tenant based voucher program will apply to the project-based voucher tenants. Owner requirements under the project-based program will be governed by the HAP contract with the owner.

A. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The Subsidy Standards under Section VIII. of this plan apply to the project-based vouchers. Based on those standards the PHA may determine that a family whose composition has changed is occupying a wrong-sized unit or a unit with accessibility features that they do not need but are needed by another family. In this case the PHA will offer the family a tenant based voucher. If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the project-based rental assistance payments for the wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extensions granted by the PHA)

B. FAMILY RIGHT TO MOVE

- (1) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.
- (2) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
- (3) Before providing notice to terminate the lease under paragraph (1) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a Project-based unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.
- (4) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

C. INCREASES IN THE CONTRACT RENT TO OWNER

24CFR983.302 will govern contract rent increases to the owner. The owner request for an increase must be provided to the PHA in writing at least 90 days before the anniversary of the HAP contract.

D. VACANCY PAYMENTS

- (1) Payment for move-out month. If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.
- (2) The HAP contract may provide for vacancy payments to the owner (in the amounts determined in accordance with paragraph (3) of this section) for a PHA-determined period

of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

- (3) The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- (4) The PHA may make vacancy payments to the owner only if:
 - (i) The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
 - (iii) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - (iv) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - (v) The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- (5) The owner must submit a request for vacancy payments in writing within 60 days of the vacancy and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

HOMEOWNERSHIP OPTION ALLOWANCE FOR MAINTENANCE EXPENSES AND COSTS OF MAJOR REPAIRS AND REPLACEMENTS

The allowance for maintenance expenses will be based on 3% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.

0BR	1BR	2BR	3BR	4BR	5BR
\$14	\$18	\$21	\$25	\$35	\$40

The allowance for costs of major repairs and replacements will be based on 6% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.

0BR	1BR	2BR	3BR	4BR	5BR
\$29	\$36	\$42	\$51	\$69	\$80

EFFECTIVE 10/01/2009