

FISCAL YEAR 2012

July 1, 2011 – June 30, 2012

ANNUAL PLAN VERSION 3

Eloy Housing Authority

100 W. Phoenix Street

Eloy, Arizona 85231

Phone: (520) 466-7162 / Fax: (520) 466-4223

Initial Version

Posted for Public Comment – March 10, 2011

Public Hearing – April 25, 2011 10:00 AM Local Time

Comments Received until April 25, 2011

Version 2

Posted for Public Comment – July 1, 2011

Comments Received until July 31, 2011

Version 3

Revised to extract VAWA policies from ACOP/Admin Plan to Exhibit 7

Managed By:



PHA 5-Year and Annual Plan

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

**OMB No. 2577-0226
Expires 4/30/2011**

1.0	PHA Information PHA Name: <u>Eloy Housing Authority</u> PHA Code: <u>AZ021</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2011</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>50</u> Number of HCV units: <u>159</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: To promote adequate and affordable housing, economic opportunity and a suitable environment free from discrimination.				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. 1) Implement a capital improvement program that will improve and maintain all public housing units in good condition; 2) develop and implement a leasing strategy to maximize HCV funding to assist additional families.				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Elements 1, 3, 4, 5, 7, 9, and 13 - These elements have been revised and are contained in the re-written PH ACOP, Dwelling Lease, and HCV Admin Plan. Element 2 - Financial resources. No other plan elements have been revised. VAWA - EHA VAWA policies are listed in Exhibit 7 as well as stated in Section 1 - Statement of Policies in the ACOP and Admin Plan attached to this Agency Plan. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Eloy Housing Authority; 100 W. Phoenix St. Eloy, Arizona. This office is services the only Asset Management Project (AMP).				
7.0	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>				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.				
8.3	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.				

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>See attached Exhibit 6 - Summary of Housing Needs based on waiting list data.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <ol style="list-style-type: none"> 1) Maintain all public housing units in occupancy ready condition to move families in more quickly. 2) Implement a utilization strategy to more effectively manage HCV resources to assist additional families.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>Goal 1 - Public Housing - Implement a capital improvement program that will improve and maintain PH units in good condition. Progress: 50% of the PH units were rehabilitated within the financial resources available; 18 units had new HVAC units installed; remaining 32 units had swamp coolers and furnaces refurbished; landscaping and grounds work was completed and 10 units received new appliances.</p> <p>Goal 2 - HCV Program - Implement a leasing strategy to maximize funding to assist additional families. Progress: 125% of annual budget authority and 75% of available NRA used to support maximum number of families within available financial resources.</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 or Modification shall be defined as: major changes in the plans or policies of the Housing Authority that have a significant impact on the financial resources, the mission, goals, objectives or plans of the agency.</p> <p>Additional Information - EHA entered into a new Memorandum of Agreement with HUD effective December 1, 2010. This MOA reflected revised goals and objectives necessary to assure that EHA will be a standard performer in all performance areas. All targets and strategies under this MOA are scheduled for completion by June 30, 2011. However, it is anticipated that the MOA will not be closed by HUD under the first quarter of the 2012 fiscal year (the year of this Agency Plan).</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ol 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)

**ELOY HOUSING AUTHORITY
FIVE YEAR AND ANNUAL AGENCY PLAN**

FISCAL YEAR 2012

EXHIBITS AND ATTACHMENTS

EXHIBIT OR ATTACHMENT	DESCRIPTION
Exhibit 1	Plan Element 2 – Financial Resources
Exhibit 2	Public Housing Dwelling Lease
Exhibit 3	Public Housing Admissions and Continued Occupancy Policy (ACOP) (Includes Plan elements 1,3,4,5,7,8,9 and 13 - VAWA)
Exhibit 4	Housing Choice Voucher Program Administrative Plan (Includes Plan elements 1,3, and 13 - VAWA)
Exhibit 5	Fiscal Year 2010 Audit Management Letter
Exhibit 6	Housing Needs
Exhibit 7	VAWA Policies
Attachment (a)	HUD 50077/50077CR50077 SL – PHA Certification of Compliance with PHA Plans / Civil Rights Certification / Certification of Consistency with Local Consolidated Plan
Attachment (b)	HUD 50070 – Certification of Drug Free Workplace
Attachment (c)	HUD 50071 – Certification of Payments to Influence Federal transactions
Attachment (d)	SF-LLL – Disclosure of Lobbying Activities
Attachment (f)	Resident Advisory Board Comments.
Attachment (g)	Challenged Elements
Attachment (h)	HUD 50075.1 – 2011 Capital Fund Program Budget and 2010 Annual Performance and Evaluation Report
Attachment (i)	HUD 50075.2 – Capital Fund Program Five Year Action Plan

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 1

PLAN ELEMENT 2

FINANCIAL RESOURCES

ELOY HOUSING AUTHORITY
ANNUAL AGENCY PLAN - FY2012
EXHIBIT 1 - PLAN ELEMENT #2 - FINANCIAL RESOURCES

ANNUAL TOTAL REVENUE	PUBLIC HOUSING	HCV PROGRAM	TOTAL ALL PROGRAMS
PH Tenant Rent	40,000		40,000
PH Operating Subsidy	168,573		168,573
PH Other Income	1,000		1,000
CFP Grants FY12	70,000		70,000
HCV HAP Subsidy		650,000	650,000
HCV Administrative Fees		75,000	75,000
TOTAL REVENUE	279,573	725,000	1,004,573
OPERATING EXPENSE			
Salary Contract Costs	74,750	40,250	115,000
Consulting Contract Costs	26,000	19,000	45,000
Accounting and Bookkeeping	13,500	4,500	18,000
Auditing	5,400	3,600	9,000
Employee Benefits	-	-	0
Staff Training and Travel	550	450	1,000
Communications	3,750	1,250	5,000
Office Supplies	2,700	900	3,600
Computer Support	7,500	2,500	10,000
Other Sundry	7,500	2,500	10,000
Subtotal Administrative Expense	141,650	74,950	216,600
Water and Sewer	2,000	500	2,500
Electricity	5,000	3,000	8,000
Gas	1,500	300	1,800
Trash Removal	1,350	450	1,800
Subtotal Utilities	9,850	4,250	14,100
Materials	20,000		20,000
Salary Contract Costs	28,000		28,000
Other Contract Costs	20,000		20,000
Subtotal Maintenance	68,000	0	68,000
Insurance	8,000	4,000	12,000
Uncollected Tenant Rent	5,000		5,000
Other General Expense	3,000	2,000	5,000
Subtotal General Expense	16,000	6,000	22,000
TOTAL ROUTINE OPERATING EXPENSE	235,500	85,200	320,700
Housing Assistance Payments		625,000	625,000
Capital Project Expense			-
Management Fees	43,200	14,800	58,000
Subtotal Other Operating Expense	43,200	639,800	683,000
TOTAL ALL OPERATING EXPENSE	278,700	725,000	1,003,700
Net Operating Income (Loss)	873	0	873

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 2

PUBLIC HOUSING DWELLING LEASE

Eloy Housing Authority
PUBLIC HOUSING DWELLING LEASE

Section I - Description of Parties and Dwelling Unit

Date of Lease _____	2. Acct. No. _____	3. Development No. <u>AZ021001</u>	
4. Management (Lessor) <u>ELOY HOUSING AUTHORITY</u>	5. Resident (Lessee) _____		
6. Address _____	7. Dwelling No. _____	8. No. of BRs _____	
9. Rent Option (Check) <input type="checkbox"/> Income Based <input type="checkbox"/> Flat Rent	Monthly Base Rent Amount _____		
10. Pro-rata Base Rent _____	11. Total Security Deposit _____		
12. Terms to Commence _____	13. Anniversary Date _____		
14. Tenant Paid Utilities: <input checked="" type="checkbox"/> HVAC <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer			
MEMBERS OF THE HOUSEHOLD WHO WILL RESIDE IN THE UNIT			
1. _____	6. _____		
2. _____	7. _____		
3. _____	8. _____		
4. _____	9. _____		
	10. _____		
<p>In consideration of the mutual agreements and covenants set forth below (The same being fully included as part of this Lease), Management hereby leases to Resident and Resident hereby leases from Management for private dwelling the unit designated above, together with fixtures and equipment belonging thereto. Parties to this lease listed above as Management and Resident hereinafter referred to as "Management" and "Resident".</p>			
Co-Head _____			
Co-Head _____			
Member _____			
Member _____	By _____	Eloy Housing Authority	

Section II - Covenants and Agreement of the Parties

2. **RENEWAL OF TENANCY:** After the original term specified in Section 1 herein, the Lease shall be renewed for successive terms of one (1) calendar month until terminated pursuant to Paragraph No.16 hereof
 3. **REQUIRED PAYMENTS:** The term "Required Payments" shall include (a) the amount fixed as rent for use and occupancy of the dwelling unit, including provision of services and equipment customarily furnished by Management without extra cost; (b) amounts chargeable for additional or special services, and use of special equipment; (c) security deposits due and owing under this lease; and (d) reasonable charges for maintenance and repair beyond normal wear and tear to the leased dwelling development buildings, development facilities, or other development areas caused by the Resident, by members of the Resident's family, or by their guests. A schedule of repair charges shall be posted in the Development Management Office.
 4. **PAYMENTS DUE UNDER LEASE:** All required payments shall first be applied to unpaid late charges, unpaid security deposits, unpaid charges assessed under Paragraph(s) 3(b) and 3(d) of this lease and then to any subsequent payments due herein. All payments due hereunder shall be paid money order only and mailed or delivered to the Eloy Housing Authority 100 W. Phoenix St. Eloy, Arizona 85131. **CHARGES FOR LATE PAYMENTS:** A late payment fee of \$50 will be assessed if rent is not paid in full by the 15th day of each month. Accounts will be considered paid on the date of actual receipt, not on the date the payment is mailed or postmarked.
- SECURITY DEPOSIT:** Resident agrees to pay a security deposit as provided in Section 1 herein to be used by Management at the termination of this lease toward reimbursement of the charges for maintenance beyond normal wear and tear to the dwelling unit caused by Resident, their family, dependents who are members of the household, or any of the Resident's guests or visitors and any rent or charges for court costs owed by Resident. Payment of the security deposit is to be made as stated in Section 1. Management agrees to return the security deposit without interest, to Resident when they vacate, less any deductions for any of the charges indicated above.

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- If such deductions are made, Management will give Resident a written statement of any such charges for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Resident occupies dwelling unit.
6. UTILITIES: The Resident agrees to furnish utilities to the dwelling unit and agrees to maintain utilities at all times. Utilities accounts shall be in the name of a member of the household listed on this lease agreement. If for any reason, Resident is unable to secure utilities or maintain utilities in the name of a household member listed on this lease, they shall immediately notify Management. Management may at their option approve utilities to be placed in the name of an individual that is not a household member provided Resident provides Management with all requested information regarding the individual in whose name the utilities are listed. Resident will be charged for damages resulting from his failure to maintain utilities and failure to maintain utilities may also be grounds for termination of the lease.
 7. REDETERMINATION OF RENT AND DWELLING SIZE ELIGIBILITY:
 - (A) Once each year, as requested by Management, Resident agrees to provide true and complete information to Management regarding family income, assets, expenses, and household composition. Management will determine whether rents must be changed in accordance with calculations required by Federal regulations and whether the dwelling size is still appropriate based on Resident's household composition. Resident agrees to complete required documentation in a timely manner. Rent adjustments pursuant to said annual reviews shall be effective as determined by Management, and shall remain in effect until the Resident's next annual review unless altered by an interim rent adjustment.
 - (B) Interim rent adjustments shall take place in the period between regularly scheduled reexamination if household circumstances change for a time period exceeding thirty days.
 - (C) Changes in household composition must be reported to Management. The family must request Management approval to add any other family member as an occupant of the unit.
 - (D) Other changes in household circumstances, including but not limited to changes in income source, decreases in allowances or deductions or receipt of a lump sum payment, must be reported to Management within a timely manner.
 - (E) The standard for reporting changes in a timely manner is for the resident to report the change to Management within thirty calendar days of the date the change occurs.
 - (F) Interim rent adjustments required in accordance with rules and regulations of management which result in increases shall be effective on the 1st day of the month following a minimum fifteen day notice unless resident misrepresentation or non-cooperation has occurred, in which case, an interim rent increase will be processed retroactive to the 1st day of the month following the date the change occurred.
 - (G) Interim rent adjustments resulting in decreases shall be effective on the 1st day of the month following the date the decrease was reported unless the resident is responsible for a delay in processing, in which case, an interim rent decrease will be processed effective the 1st day of the month following the date the required documentation is submitted by the resident.
 - (H) Management will mail or deliver a written "Notice of Rent Adjustment" to Resident by personal service or regular mail.
 - (I) For Resident's reporting zero income, a "survival" statement must be completed every ninety days and a re-examination may be completed at the discretion of Management because of the inability to determine anticipated income with any reasonable degree of accuracy.
 - (J) If Management determines that the size of the dwelling unit is no longer appropriate, Management may amend this lease by notice to Resident by personal service or regular mail, the Resident will be required to move to another EHA dwelling unit, giving Resident a reasonable time in which to move.
 8. FLAT RENT: Resident may opt to pay a flat rent amount.
 - a. Flat rent amounts will be reviewed annually and may be increased upon 30 day written notice. Resident will be notified annually of option to select flat rent or income based rent.
 - b. A resident who chooses flat rent will not be required to comply with Section 7, Paragraphs A, B, D, F, G, H, I of this document.
 - c. At least once each three years, resident will be required to provide true and complete information to Management regarding income, assets and expenses.
 - d. If resident is unable to pay flat rent because of financial hardship, they may request a return to income based rent. The request must be in writing. Financial hardship is defined as a decrease in family income resulting from, loss of or reduction of employment, a death in the family, or reduction in loss of benefit assistance income. A financial hardship may also result from an increase because of changed circumstances, in the family's expenses for medical costs, childcare, transportation, education, or similar items. The hardship must be verifiable and must be of duration of at least thirty calendar days.
 - e. A resident who returns to income based rent on an interim basis will be ineligible for the flat rent option until their next scheduled anniversary date.
 9. RESIDENT'S OCCUPANCY: The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit and may include, with the consent of Management, care of foster children and a live-in care of a member of Resident's family named on this lease.
 10. MANAGEMENT'S OBLIGATIONS:
 - (A) Maintain the dwelling unit and the development in a decent, safe and sanitary condition;
 - (B) Comply with requirements of applicable building codes, and HUD regulations materially affecting health and safety;
 - (C) Make necessary repairs to the dwelling unit;
 - (D) Keep development buildings, facilities and common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and safe condition;
 - (E) Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management;
 - (F) Provide and maintain appropriate receptacles and facilities (except for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Resident in accordance with Paragraph 11(g) hereof; and
 - (G) Supply running water and reasonable amounts of hot water, heat and cooling at appropriate times of the year (according to local custom and usage, and according to local ordinances), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
 - (H) Notify the tenant of the specific grounds for any proposed adverse action.
 11. RESIDENT'S OBLIGATIONS: The Resident shall:
 - (A) Not assign the lease or sublease the dwelling unit;
 - (B) Not provide accommodations for boarders or lodgers;
 - (C) Use the dwelling unit solely as a private and primary unit for the Resident, and the Resident's household as identified in the lease, and not use or permit its use for any other purpose;
 - (D) Abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing development and the Residents which shall be posted in the Development Management Office and incorporated by reference in this lease;
 - (E) Comply with all obligations primarily imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;

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- (F) Keep the dwelling unit and such other areas as may be assigned to Resident for their exclusive use in a clean and safe condition;
 - (G) Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
 - (H) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other appurtenances including elevators;
 - (I) Refrain from and cause Resident's household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development;
 - (J) Pay reasonable charges (Other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Resident, Resident's household members or guests;
 - (K) Conduct themselves and cause other persons who are in the dwelling unit or on the Housing Authority's premises with resident's consent, to conduct themselves in a manner which will not disturb Resident's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
 - (L) Refrain from illegal or other activity which impairs the physical or social environment of the development;
 - (M) Perform seasonal maintenance or other tasks in single family, duplex, and row houses in accordance with the rules established by Management;
 - (N) ZERO TOLERANCE POLICY: (a) The Resident and any member of the Resident's household shall not engage in drug-related criminal activity or illegal use of a controlled substance on or off Housing Authority premises while the Resident is a resident in public housing. Such activity shall be cause for termination of tenancy. (b) The Resident and any member of the Resident's household shall not engage in criminal activity, on or off the Housing Authority premises that the Housing Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. (c) The Resident or any member of the Resident's household shall not engage in abuse of alcohol which may result in disruption of health, safety, or right to peaceful enjoyment of the premises by other Residents, employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. (d) A guest or other person under the Resident's control who is on or near Housing Authority premises shall not engage in drug-related criminal activity, illegal use of a controlled substance, or criminal activity which the Housing Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, Housing Authority employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. VIOLATION OF THIS SECTION SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THE LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THE LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. TERMINATION OF TENANCY FOR A VIOLATION OF RESIDENT OBLIGATIONS AS LISTED ABOVE SHALL BE EXCLUDED FROM THE HOUSING AUTHORITY GRIEVANCE PROCEDURE AND SHALL BE AN EXPEDITED EVICTION. THE RESIDENT WILL BE GIVEN THE OPPORTUNITY FOR A HEARING IN COURT WHICH PROVIDES THE BASIC ELEMENTS OF DUE PROCESS.
 - (O) COMMUNITY SERVICE: Non-exempt residents must perform at least eight hours of community service each month. Allowable activities and cooperation with the verification process will be in accordance with applicable federal regulations and the Admissions and Occupancy Plan of the Eloy Housing Authority. Compliance with community service requirements will be reviewed annually.
 - (P) PETS: Pets shall be permitted only upon prior written approval of the Eloy Housing Authority. Permission of pets will be in accordance with the provisions of the Pet Policy..
12. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY: The rights and obligations of the Resident and Management in the event that dwelling unit is damaged to the extent that conditions are created that are hazardous to life, health or safety of the occupants are as follows:
- (A) The Resident shall immediately notify Management of the damage;
 - (B) Management shall be responsible for repair of the dwelling unit within a reasonable time, provided that if the damage was caused by the Resident, Resident's household or guests, the reasonable cost of the repairs shall be charged to the Resident;
 - (C) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;
 - (D) Resident shall be entitled to abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with sub-paragraph (B) of this paragraph or alternative accommodations not provided in accordance with sub-paragraph (C) of this paragraph, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by the Resident, Resident's household or guest.
13. INSPECTIONS: When Resident moves in, Management shall inspect the dwelling unit and shall give Resident a written statement of the condition of the dwelling unit and the equipment in it. Resident and/or Resident's representative shall join in such inspection. The statement shall be signed by Management and the Resident, and a copy of the statement shall be retained by Management in the Resident's folder. When Resident vacates, Management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. At least once each year, Management shall inspect the dwelling unit to insure that Resident is in compliance with Paragraph 11, subparts (E), (F), (G), (H), and (I). If Management has reason to believe that a violation of these sections exist, an inspection may be conducted as often as necessary as determined by Management.
14. ENTRY OF PREMISES:
- (A) Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the Management entry delivered to the dwelling unit at least two days before such entry shall be considered reasonable advance notification. A work order request initiated by Resident shall be considered authorization to enter the unit without any additional notification. Management will advise Resident at the time of the work order request, the day and estimated time when Management will enter the unit to perform the work requested.
 - (B) Management may enter the dwelling unit at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
 - (C) In the event that the resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit, a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
15. LEGAL NOTICES:
- (A) Except as otherwise provided herein, any notice required hereunder will be sufficient if delivered in writing to Resident personally, or to any member of the household 13 years or older residing in the dwelling unit, or sent by prepaid first-class mail, properly addressed to Resident.
 - (B) Notice to Management must be in writing, and either delivered or properly mailed to the Development Management Office of the development within which Resident resides or the Administrative Office of the Eloy Housing Authority or in accordance with other relevant sections of this Dwelling Lease.
 - (C) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
16. ABANDONMENT: Resident shall be deemed to have abandoned the dwelling unit when:
- (A) Resident has provided the Housing Authority with actual notice indicating Resident's intent not to return to the dwelling unit; or

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(B) Resident has been absent from the dwelling unit for twenty-one (21) days, has removed Resident's personal property from the dwelling unit and has failed to pay the rent for that period; or

(C) Resident has been absent from the dwelling unit for thirty-two (32) days and has failed to pay rent for that period if rent is owed. If Resident abandons the dwelling unit, the Housing Authority may secure the dwelling unit and the Resident shall be deemed, conclusively, to have abandoned any personal property remaining in the dwelling unit. The Housing Authority may remove any personal property from the dwelling unit and the personal property may be disposed of. Nothing in this paragraph shall affect any other remedies provided to the Housing Authority under this lease.

17. TERMINATION OF LEASE:

(A) This lease may be terminated by the Resident at any time by giving 30 days written notice in the manner specified in Paragraph 15. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates.

(B) Management shall not terminate or refuse to renew the lease for other than material breach of the terms of the lease, including but not limited to failure to make payments due under the lease, to fulfill the Resident obligations set forth in Paragraph 11 or for other good cause.

(C) Management shall give written notice of termination of the lease (i) Failure to pay rent - 14 calendar days, (ii) Health and safety threat to resident, other residents or PHA employees - 10 calendar days, (iii) Participation in any criminal activity or abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HALC; or, any drug-related criminal activity on or near such premises - 10 calendar days, (iv) Trafficking in cannabis, narcotics, controlled substances or manufacture or production of methamphetamine within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; Or the, possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in the concert with, the person or persons named in the complaint, or tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime or attempt to commit a crime, or attempt to commit a crime that is a felony - immediate notice/file complaint, (v) All other cases of breach of lease - 30 days.

(D) Other good cause includes, but is not limited to, the following: i) Discovery after admission of facts that made the resident ineligible; ii) Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income; iii) Failure to accept the PHA's offer of a lease revision to an existing lease.

(E) The notice of termination to the Resident shall state reasons for the termination, shall inform the resident of their right to make such reply as Resident may wish and of their right to request a hearing in accordance with Management's grievance procedure.

18. PAYMENT FOR USE AND OCCUPANCY AFTER TERMINATING LEASE: This clause shall survive the termination of the lease. If the Resident continues to occupy the dwelling unit after the termination of the lease, the Resident agrees to pay the Housing Authority a reasonable value for the use of the leased apartment for the period that the Resident continues to occupy the leased apartment. The reasonable value for the use of the leased apartment, at the election of Housing Authority, may be equivalent to the amount of required payments. Acceptance of required payments and fees, as payment for use and occupancy, shall not be considered a waiver of the Housing Authority's right to terminate this lease on the basis of good cause or other breach or the right to assert good cause or other breach in any legal action.

19. GRIEVANCE PROCEDURE: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which shall comply with applicable regulations of the Department of Housing and Urban Development, 24 CFR, Sec. 966 SubPart B, or subsequent modifications thereof, which procedure has been handed to the Resident upon execution of this lease.

CHANGES: This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Resident. No changes herein shall be made except in writing, signed and dated by both parties, except for Paragraphs 7 and 23 hereof.

21. LIABILITY FOR COURT COSTS: The resident shall pay all costs and expenses incurred, including reasonable attorneys' fees, in enforcing the agreements of this lease or in recovering possession of the said dwelling unit, unless the Resident prevails in such legal action.

22. REMEDIES AND RIGHTS: The rights and remedies of Management under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy. Failure or omission of the Management to terminate this lease for any cause given above, shall not destroy the right of Management to do so later for similar or other causes, and shall not act as a waiver on the part of Management of any of its rights herein.

23. POSTING OF POLICIES, RULES, REGULATIONS: The rules and regulations of occupancy covering special charges for services, repairs and utilities, and Grievance Procedures constitute a part of this lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the lease, and shall be publicly posted in a conspicuous manner at the EHA Administrative Office, 100 W. Phoenix St. Eloy, Arizona 85131 and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified from time to time by the Management provided that Management publicly posts notification of changes in a conspicuous manner at the EHA Administrative Office for a period of 30 days setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration.

24. PRIOR LEASES: It is hereby understood and agreed between the Resident and Management that the Management reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other lease violations arising under any prior Lease with the Resident for these Leased Premises and/or other premises leased by Management, and that such claims may be endorsed as if arising under this lease.

I/We have read or had read to me/us all of the above lease, grievance procedure and resident handbook (which are incorporated by reference in this lease) and I/we fully understand the same.

Head of Household:

Eloy Housing Authority: Emmally Mercer, Project Manager
Cindi Herrera and Associates, LLC, Management Agent for EHA

Other Adult Household Member:

Other Adult Household Member:

Eloy Housing Authority

PUBLIC HOUSING DWELLING LEASE ADDENDUM – RULES OF OCCUPANCY

In addition to all terms and conditions set forth in the Public Housing Dwelling Lease Agreement, Resident agrees to abide by all Rules of Occupancy as described below.

1. **LOCKS AND KEYS:** Resident is strictly prohibited from changing any locks in the dwelling unit or from installing any additional locks not present at the time of initial move-in. If the Resident changes or adds any locks to the unit, EHA will remove the locks and charge the Resident the corresponding costs. Lost keys or lock out calls shall be charged in accordance with the published maintenance costs.
2. **HOUSEKEEPING:** Resident must maintain the unit in a clean and sanitary condition at all times. Failure to do so will result in the Housekeeping probation. During this probation period, EHA will conduct random housekeeping inspections at least monthly. Continued failure to clean the house will result in eviction.
3. **UTILITIES:** Utility service must be available to the unit at all times. Resident must use all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances only in the manner for which they are intended. Extension cords from adjacent units are strictly prohibited.
4. **REPAIRS:** All repairs must be reported immediately to the EHA Office. After hours emergencies shall be reported by calling the EHA after hours emergency phone number. A work order will be generated upon receipt of notification of needed repairs. Emergency work orders shall be completed within 24 hours from the time of the call and routine work shall be completed within no more than 30 days from the date of the request. EHA staff will make a determination at the time of the repair whether the damage is normal wear and tear or whether it is the responsibility of the Resident. All repairs resulting in damage by the Resident, Resident's family or guests shall be billed to the Resident account in accordance with the schedule of maintenance charges.
5. **VEHICLES:** Vehicles shall be parked only in designated parking areas. Residents shall not permit or allow trailers, boats, campers, and non-operating vehicles or parts thereof to remain on the property. Residents shall park motor vehicles in areas designated for this purposed only. Residents shall not repair vehicles in or on any premises within the property. All vehicles must be in operating condition. All inoperable vehicles will be towed away at owner's expense. Vehicles parked on undesignated areas will be removed after the Resident is given a five (5) day Vehicle Removal Notice. Vehicles may only be cleaned and washed while parked in designated parking areas. Residents may not move vehicles to non-parking areas for cleaning purposes.
6. **COMBUSTIBLES:** Resident shall not store any combustible material(s) or equipment utilizing combustible materials inside the dwelling unit. Resident shall not remove batteries from smoke detectors or otherwise damage the smoke detectors in anyway that deems them inoperable and shall immediately notify Management if any smoke detector is not functioning. Resident is responsible for replacement of batteries as needed.
7. **PEST CONTROL:** EHA will enter the unit as needed without prior permission of the Resident to administer pest control services.

Eloy Housing Authority

8. **HEATING AND COOLING:** Resident shall not use any equipment to heat or cool the dwelling unit, other than indoor fans designed for the specific purpose of cooling residential units.
9. **AERIALS, ANTENNAS, SATELLITE DISH, AND CABLE:** Radio aerial or television antenna shall not be erected on premises. Satellite dishes may only be mounted on the ground in the back yard. Under no circumstance can satellite dishes be attached to the building(s). EHA will remove any dishes that are not properly installed and the Resident will be charged the corresponding costs for removal.
10. **RUBBISH, GARBAGE AND OTHER WASTE:** Resident shall dispose of garbage, rubbish and other waste from the premises in a sanitary and safe manner. Resident shall be responsible for disposing of all rubbish and garbage in garbage cans or dumpsters provided by the City of Eloy or the Housing Authority. Any waste found lying outside the assigned disposal containers will be examined and if possible the appropriate party notified that the garbage was not properly disposed of. Individual trash containers must be put out on assigned pick-up days. All trash containers must be returned to backyard by 6:00 pm on the day of pick up.
11. **LAWNS AND GROUNDS:** Resident shall keep all immediate grounds surrounding their unit, free from litter and debris and in safe condition. Residents are responsible for proper lawn care and yard maintenance. This area is defined as your backyard, the front, the area in the alley behind your unit, and side areas of your unit. If a fine is levied against the Housing Authority from the City of Eloy for lack of lawn maintenance, the Resident shall be responsible for the full amount of the fine as well as any other charges levied by the Housing Authority. Residents are encouraged to plant flowers and other appropriate plantings in the areas which they control. Tree climbing is strictly prohibited.
12. **PETS:** Pets shall only be permitted in accordance with the provision set forth in the Eloy Housing Authority Pet Policy.
13. **WALLS:** Resident shall only use proper nails, tacks or other devices for hanging pictures or other items within the dwelling unit. Resident shall not paint, install wallpaper or alter the interior walls in anyway form the condition in which they were accepted at the time of initial move in.
14. **STORAGE:** Storage of any household or personal property outside of dwelling units is strictly prohibited. Resident may erect a storage shed with written permission of the Eloy Housing Authority. Resident must remove any storage facility erected upon vacating the unit. The Eloy Housing Authority may request any resident to remove any personal property stored outside of the dwelling unit. A five (5) day notice will be given to the resident to remove such property. If after five (5) days the property is not removed, the Housing Authority will remove and dispose of the items .
15. **ROOFS:** Residents and their guests shall access dwelling roofs at any time for any reason.
16. **WINDOWS:** Windows may only be covered with materials or products designed as window treatments that have a solid white appearance from the exterior of the dwelling unit. Absolutely no wood, aluminum foil, or other materials may be installed on the windows.

Eloy Housing Authority

17. **GRAFFITI** : Resident is not permitted to write on any dwelling unit surface inside or outside the premises.
18. **HOLIDAY DECORATIONS**: Residents are permitted to erect or install Holiday decorations both inside and outside the unit provided such decorations are within the areas defines as usable space of the specific resident. Residents are not permitted to place any Holiday decorations in public areas of the property. Any such decorations must be removed within 30 days after the designated Holiday.
19. **LOSS OR DAMAGE**: Eloy Housing Authority is not responsible for loss or damage to personal property of the Resident.
20. **EXTERIOR/INTERIOR**: Resident shall not make any improvements or alterations to the exterior or interior premises.
21. **APPLIANCES**: The Housing Authority shall provide Resident with a clean and operable stove and refrigerator. It shall be the responsibility of the Resident to maintain the appliances in such condition. Resident may furnish the unit with additional appliances such as microwave, washer, and dryer and small kitchen appliances. All appliances provided by the Resident shall in safe and operable condition.
22. **CONTROL OF CHILDREN**: Resident shall maintain control of his/her children at all times. Resident shall keep his/her children from playing in and damaging his neighbor's yard or EHA property and from disturbing neighbors. Resident will comply with local curfew requirements for all persons residing in or guests under the age of 18 years. This curfew includes any parties, gatherings, and loud music outside your unit. It is Resident's responsibility to assure that children and guest are in the unit by the required curfew times.
23. **VIOLATION FINES**: Violations of the above Rules of Occupancy shall result in a fine of \$50.00 for the initial occurrence. Repeated violations shall result in termination of the dwelling lease.

In consideration of the mutual agreements and covenants set forth above (the same being fully included as part of the Dwelling Lease), Management hereby leases to Resident and Resident hereby leases from Management for private dwelling the unit designated in the Dwelling Lease, together with fixtures and equipment belonging thereto.

Co-Head _____

Co-Head _____

Member _____

Member _____

By _____
Eloy Housing Authority

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 3

PUBLIC HOUSING

**ADMISSIONS AND
CONTINUED OCCUPANCY POLICY**

**NOTE: SUBMITTED UNDER SEPARATE FILE
DUE TO SIZE**

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 4

HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

**NOTE: SUBMITTED UNDER SEPARATE FILE
DUE TO SIZE**

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 5

FY2010 AUDIT

MANAGEMENT LETTER
AND RESPONSE

Maletta & Company

CERTIFIED PUBLIC ACCOUNTANTS

1001 Farmington Avenue • Suite 202 • Bristol, CT 06010-3990 • 860/582-6715 • Fax 860/585-6339

December 20, 2010

Board of Commissioners
Housing Authority of the City of Eloy
Eloy, Arizona

In planning and performing our audit of the financial statements of the Housing Authority of the City of Eloy (HACE) for the year ended June 30, 2010, we considered HACE's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. This letter does not affect our report dated December 20, 2010 on the financial statements of the authority.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various HACE personnel, and we will be pleased to discuss these comments in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

The following recommendations were included in the audit report:

Finding 2010-1 System of Internal Controls - Housing Choice Vouchers – CFDA#14.871

The Authority's system of internal controls over compliance was inadequate to prevent, detect and correct potential noncompliance. We recommend the Authority continue its significant steps towards improving controls by maintaining permanent management oversight.

Finding 2008-2

Housing Choice Voucher receives funds based on estimated voucher utilization, rather than actual vouchers used. As a result, the Authority received \$297,427 in excess funds restricted for Housing Assistance Payments (HAP). Of which, \$158,485 was not available to repay or utilize for its restricted purpose. We recommend that an immediate plan be put in place to recover all deficient funding and that all future Housing Choice Voucher funds be restricted for future HAP expenditures.

Status: Resolved.

Finding 2008-3

All of HACE's tenant files do not contain complete documentation. Some missing landlord documents include tenant leases, landlord W-9's and proof of ownership. Other missing documentation includes proof of waiting list usage, and consistent, adequate support for rent calculations including applying minimum rents and utility allowances. We recommend HACE document proof of compliance with tenant eligibility requirements by generating and maintaining all the required documentation. New, full-time management should be hired and should perform quality control reviews of tenant files for accuracy and compliance. In addition, tenant files should be consistently organized in separate sections, such as permanent (move in) documents, tenant recertification, annual inspections etc. **Status: Unresolved.** HACE continues to make improvements to the tenant files; however management resignations have stalled this progress. The new management company, which started April 1, 2010, completely revamped the tenant files in September 2010.

The following recommendations do not merit the attention of governance and, therefore, were not included in the annual audit report:

Public Housing

Funding is provided in the Public Housing operating subsidy at a rate of \$25 per unit to be used for Tenant Participation activities. Per HUD Regulations, \$15 per unit is to be distributed to duly elected resident councils for use in tenant participation activities. While not material in nature, HACE has not provided any of such funds to the residents for use in related activities. We recommend that HACE establish an appropriate system to fund, report and monitor Tenant Participation Funds in accordance with HUD Regulations.

During the course of the audit, it was noted that the procedures over maintaining tenant files were deficient as files did not contain complete documentation. Missing documentation included lead-based paint disclosures, proof of waiting list usage, signed HUD 50059 forms, and consistent, adequate support for billing amounts and adjustments. In addition, income verification procedures were not consistently followed. We recommend HACE document proof of compliance with tenant eligibility requirements by generating and maintaining all the required documentation. In addition, tenant files should be consistently organized in separate sections, such as permanent (move in) documents, tenant recertification, annual inspections etc.

Housing Choice Voucher (HCV)

During the audit period, VMS data is not reconciled with HACE's records and updated accordingly. We recommend that all VMS data be reconciled to the General Ledger before submission and updated with any changes on a quarterly basis.

HACE has not updated program utility allowance in some time. HUD regulations require utility allowances be reviewed annually and updated if the review resulted in a 10% change. We recommend the Authority implement and document procedures to comply with HUD utility allowance regulations.

General

There is no formal cost allocation plan available to document the allocation of expenditures to the Public Housing and Housing Choice Voucher programs. While allocations appear reasonable; a formal documented plan is required. We recommend that the Authority develop a formal cost allocation plan, signed by the Board, to improve documentation and control of cost allocations.

During the course of our audit, we noted that a voucher was not utilized for expenditures. All expenditures should contain a voucher with complete information. A voucher is an important part of the internal controls over cash disbursements and provides, at a minimum, disclosure of the verification, posting, G/L Account, and authorization of expenditures.

HACE maintains transactions and general ledgers in accounting software at the Housing Authority's main offices. This information is used to prepare monthly board reports. Actual invoices and other source documentation for receipts, disbursements, payroll, and tenant information are sent to Lindsey & Company Inc. (Lindsey) in Searcy, Arkansas. This data is then reentered into similar software to recreate a general ledger and other financial reporting information for use in all other financial reporting, such as the audit, VMS, and other HUD reporting. These two systems are not reconciled or 100% similar as changes are made when Lindsey enters data. We recommend the accounting systems be reconciled for discrepancies and the general ledger data be contained on site.

SAS No. 115

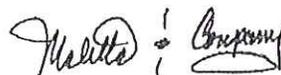
SAS No. 115 on Communicating Internal Control Related Matters Identified in an Audit was issued in 2008 and became effective for audits of financial statements for periods ending on or after December 15, 2009. SAS 115 supersedes SAS 112 of the same name. Organizations must now exhibit the ability to prepare financial statements and audited financial statements cannot include a significant number of audit adjustments and/or material changes to the Changes in Net Assets (Net Income (Loss)) without a significant deficiency finding.

This year's audit represented the following breakdowns:

	<u>Public Housing</u>	<u>Voucher</u>
Net Income(Loss) – Prior to Audit	\$ 60,990	\$ (260,540)
Audit Adjustments:	-7-	-1-
Effect of Adjustments	<u>(51,947)</u>	<u>(1,528)</u>
Adjusted Net Income(Loss)	<u>\$ 9,043</u>	<u>\$ 262,067</u>

The purpose of these recommendations is to communicate to you our observations and comments related to the property's internal accounting control system. Therefore, by nature these recommendations are critical, but are nevertheless, meant to be constructive.

We would be pleased to discuss, at your convenience, the matters reported and answer any questions you may have.



Maletta & Company
Certified Public Accountants

Eloy Housing Authority

100 W. Phoenix Street / P.O. Box 637

Eloy, Arizona 85131

Phone: (520) 466-7162 Fax: (520) 466-4223

Managed by:



FISCAL YEAR 2010 FINANCIAL AUDIT CORRECTIVE ACTION PLAN

TO: Oversight Agency for Audit

The Eloy Housing Authority (EHA) respectfully submits the following corrective action plan for the fiscal year ended June 30, 2010.

Audit Period: July 1, 2009 through June 30, 2010.

The findings from the June 30, 2010 schedule of findings and questionable costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule. Section A of the schedule, Summary of Audit Results, does not include findings and is not addressed.

Finding 2010-1: System of Internal Controls – Housing Choice Vouchers – CFDA #14.871

Recommendation: We recommend the Authority continue its significant steps towards improving controls by maintaining permanent management oversight.

Action Taken: A private third party management company took over operations of the Housing Authority effective April 1, 2010.

Finding 2008-3: Eligibility – Special Tests and Provisions – HAP Expense

Recommendation: We recommend EHA document proof of compliance with tenant eligibility requirements by generating and maintaining all the required documentation. New, full-time management should be hired and should perform quality control reviews of tenant files for accuracy and compliance. In addition, tenant files should be consistently organized in separate sections, such as permanent (move-in) documents, tenant recertification, annual inspections, etc.

Action Taken: New full-time management was hired effective April 1, 2010. New multi-part (six part) tenant files were created with a standardized checklist of required documents applicable to each section of the file. Tenants were required to provide new copies of permanent documents such as Social Security cards, birth certificates, etc as well as documents required for annual recertification, to assure all required documents are in the files. Quality control was performed on 100% of all files and identified errors and/or missing documents were corrected. Effective date of annual recertifications was August 1, 2010 for all tenants, thus, new files were not completed for the FY2010 audit.

Eloy Housing Authority

100 W. Phoenix Street / P.O. Box 637
Eloy, Arizona 85131
Phone: (520) 466-7162 Fax: (520) 466-4223

Managed by:



April 14, 2011

Ms. Barbara Gallegos, Program Center Coordinator
U.S. Department of Housing and Urban Development
Phoenix Field Office
One North Central, Suite 600
Phoenix, Arizona 85004
ATTENTION: Pete Koziol

RE: Audit Review for 2010

Dear Ms. Gallegos:

This letter is in response to your correspondence of March 23, 2011 regarding Eloy Housing Authority's Audit finding 2010-1 detailed in your letter.

As noted by the auditor, the non-compliance issues were the result of unqualified staff and management oversight through March 31, 2010, the majority of the fiscal year under audit. As you know, our company did not assume the management of the Authority until April 1, 2010. It was too late in the 2010 fiscal year to have had a positive impact on the audit.

Upon assumption of management of the Authority, we immediately commenced the process to re-certify all Housing Choice Voucher participants and Public Housing residents. However, the annual recertification process was not completed prior the end of the fiscal year (June 30, 2010). Thus, the file transactions audited for the FY10 audit were transactions that pre-dated new management.

Current internal control processes for tenant transactions, waiting list management, utility allowance review and HQS Inspections include the following:

1. **Tenant Transactions 2010** - One of our experienced consultants (not engaged in the Eloy contract) conducted a 100% file review for all annual transactions completed in the 2010 calendar year. In addition, I personally conducted a quality control review of a random sample of tenant transaction to support the year end SEMAP review.
2. **Tenant Transactions 2011** - Re-exams for the current year are underway. A separate consultant (different from last year), will complete all calculations; a second individual will complete data entry; and, a third person will conduct quality control. I will again personally conduct a quality control review of a random sample of transactions for SEMAP certification purposes.
3. **Wait List Management** - The waiting lists for both the Public Housing Program and the HCV Program have been fully purged. All applicants on the public housing list that responded to the purge process have been processed. Applicants on the HCV waiting list that responded to the purge remain in the initial place on the waiting list. We re-opened both waiting lists; applications for the PH wait list will be received ongoing; applications for HCV will be accepted from March 15 through April 30, 2011. PH applicants are processed immediately upon receipt of application.

HCV applications will be entered into the computer system and a random lottery will be completed to assign a fixed number to each applicant. The remaining applicants from the previous HCV wait list will be processed in order of date and time of original application prior to processing of applicants from the new lottery.

4. Utility Allowances - We contracted with Nelrod and Associates to complete a detailed analysis of the utility allowances for both the Public Housing and the HCV Programs. New utility allowance schedules were effective April 1, 2011. We will continue to utilize Nelrod to complete an annual review of utility allowances.
5. HQS Inspections - HQS inspections were conducted upon assumption of management for all HCV units but were not fully completed until September 2010. A random sample of these inspections was pulled and quality control re-inspections were completed by a separate consultant. We are currently conducting the 2011 inspections which are being performed by another consultant that was not involved in the 2010 inspections at EHA. A random sample will again be selected for quality control inspections by a separate consultant.

We believe that the procedures that we have implemented as outlined above provide a strong system of internal controls that will prevent, detect and/or correct potential non-compliance. We are open to any additional recommendations or suggestions from your office as well.

Should you need any additional information, please feel free to contact me.

Sincerely,

Cindi Herrera, Project Director
Management Agent for Eloy Housing Authority

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 6

HOUSING NEEDS

ELOY HOUSING AUTHORITY
ANNUAL AGENCY PLAN FY2012
EXHIBIT 3 - SUMMARY OF HOUSING NEEDS

HOUSEHOLDS ON COMBINED WAIT LISTS

INCOME LEVEL	PERCENT OF AMI	NUMBER OF HOUSEHOLDS	PERCENT OF TOTAL HOUSEHOLDS
Extremely Low Income	<30%	42	95%
Very Low Income	>30% - <50%	2	5%
Low Income	>50% - <80%	0	0%
TOTAL		44	100%

ETHNICITY	NUMBER OF HOUSEHOLDS	PERCENT OF TOTAL HOUSEHOLDS
White Non-Hispanic	17	39%
Black	9	20%
Hispanic	16	36%
American Indian	2	5%
Other	0	0%
TOTAL	44	100%

HOUSEHOLD TYPE	NUMBER OF HOUSEHOLDS	PERCENT OF TOTAL HOUSEHOLDS
Families with Children	36	82%
Elderly Households	1	2%
Disabled Households	7	16%
TOTAL	44	100%

NUMBER OF BEDROOMS	NUMBER OF HOUSEHOLDS	PERCENT OF TOTAL HOUSEHOLDS
1	4	9%
2	20	45%
3	12	27%
4	8	18%
TOTAL	44	100%

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

EXHIBIT 7

**VIOLENCE AGAINST WOMEN ACT (VAWA)
POLICIES**

EXHIBIT 7 VAWA POLICIES

(Excerpt from Section 1 of the HCV Administrative Plan).

1.14 Violence Against Women Act (VAWA)

EHA will provide all protection under the law to program participants and family members of program participants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a participant's household or any guest or other person under participant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the participant or an immediate family member of the participant's family is the victim or threatened victim of that abuse.

Incidents of domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease agreement between the participant and the owner, nor will these incidents be considered a violation of family obligations under the voucher. Incidents of domestic violence, dating violence or stalking will not be considered "other good cause" for termination of tenancy, or occupancy rights of a victim of such violence.

If an incident of domestic violence may affect a participant's continued participation in the HCV Program, EHA will require that the participant provide EHA within 14 days of a request, a HUD approved certification form which includes the name of the perpetrator. EHA will also accept a federal, state or local report from a law enforcement agency or court records; documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing the violence. To protect the victim, EHA will require that the participant come to the office to secure the certification form.

If the victim fails to provide EHA with the certification form or other documentation as described above within the 14 days, the protections provided hereunder shall not apply. EHA will take appropriate action as warranted by the incidents reported.

All program participants shall be informed of their rights under the Violence Against Women Act at the time of the initial briefing and at any subsequent program move briefings. A copy of the VAWA protections along with the HUD certification form will be included in the briefing packet.

Information for owners will be provided at each owner workshop held by EHA. Owners will also be informed of the VAWA protections when an incident occurs and is reported to EHA by the owner. EHA will provide the website link to owners and encourage them to access the VAWA via the internet.

Domestic violence, dating violence, stalking and immediate family member shall be defined by EHA in accordance with the definitions provided by HUD in previous and subsequent notices related to the provisions of VAWA.

1.14 Violence Against Women Act (VAWA)

EHA will provide all protection under the law to program residents and family members of program residents who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a resident's household or any guest or other person under resident's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate family member of the resident's family is the victim or threatened victim of that abuse.

Incidents of domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease agreement between the resident and EHA. Incidents of domestic violence, dating violence or stalking will not be considered "other good cause" for termination of tenancy, or occupancy rights of a victim of such violence.

If an incident of domestic violence may affect a resident's continued participation in the Public Housing Program, EHA will require that the resident provide EHA within 14 days of a request, a HUD approved certification form which includes the name of the perpetrator. EHA will also accept a federal, state or local report from a law enforcement agency or court records; documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing the violence. To protect the victim, EHA will require that the resident come to the office to secure the certification form.

If the victim fails to provide EHA with the certification form or other documentation as described above within the 14 days, the protections provided hereunder shall not apply. EHA will take appropriate action as warranted by the incidents reported.

All Tenants shall be informed of their rights under the Violence Against Women Act at the time of the initial move-in or up on report of any incidents to EHA that may appear to be related to violence described herein. A copy of the VAWA protections along with the HUD certification form will be included in the move-in packet.

Domestic violence, dating violence, stalking and immediate family member shall be defined by EHA in accordance with the definitions provided by HUD in previous and subsequent notices related to the provisions of VAWA.

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT A

HUD 50077/50077CR/50077SL

**PHA CERTIFICATION OF COMPLIANCE WITH PHA
PLAN/ CIVIL RIGHTS CERTIFICATION/
CERTIFICATION OF CONSISTENCY WITH LOCAL
CONSOLIDATED PLAN**

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

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

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning July 1, 2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

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

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

Eloy Housing Authority

AZ021

PHA Name

PHA Number/HA Code

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

X _____ Annual PHA Plan for Fiscal Years 20¹² - 20____

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

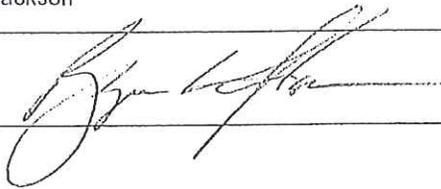
Name of Authorized Official

Byron K. Jackson

Title

Chairman, Eloy Housing Authority

Signature



Date

April 17, 2011

Civil Rights Certification

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

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

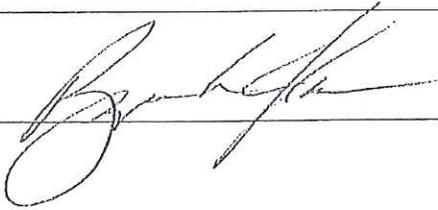
The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Eloy Housing Authority

AZ021

PHA Name

PHA Number/HA Code

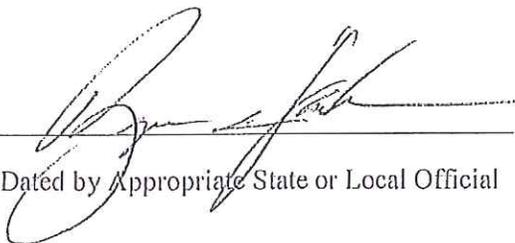
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Byron K. Jackson	Title Chairman, Eloy Housing Authority
Signature 	Date 04/17/2011

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

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

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

I, Byron Johson the Mayor certify that the Five Year and
Annual PHA Plan of the Eloy Housing Authority is consistent with the Consolidated Plan of
the City of Eloy prepared pursuant to 24 CFR Part 91.


Signed / Dated by Appropriate State or Local Official

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT B

HUD 50070

CERTIFICATION OF DRUG FREE WORKPLACE

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Eloy Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Fund / Public Housing Capital Fund / Housing Choice Voucher Program

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

(1) Abide by the terms of the statement; and

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

100 W. Phoenix Street, Eloy, Arizona 83131

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

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

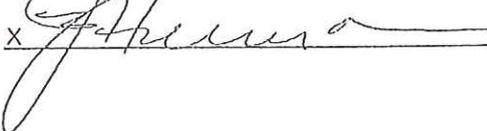
Name of Authorized Official

Cindi Herrera

Title

Management Agent, Eloy Housing Authority

Signature

X 

Date

April 17, 2011

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT C

HUD 50071

CERTIFICATION OF PAYMENTS TO INFLUENCE
FEDERAL TRANSACTIONS

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Eloy Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Operating Fund / Public Housing Capital Fund / Housing Choice Voucher Program

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

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

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

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

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

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

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

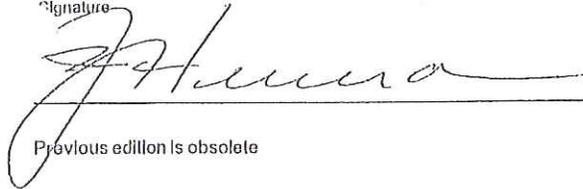
Name of Authorized Official

Cindi Herrera

Title

Management Agent, Eloy Housing Authority

Signature



Date (mm/dd/yyyy)

04/17/2011

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT D

SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

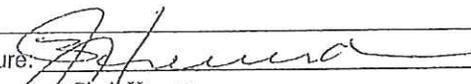
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <u>2011</u> quarter <u>2</u> date of last report <u>07/26/10</u>	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: <u>4c 01</u>			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Housing and Urban Development			7. Federal Program Name/Description: CFDA Number, if applicable: <u>14.138</u>		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Cindi Herrera</u> Title: <u>Management Agent, Eloy Housing Authority</u> Telephone No.: <u>520-466-7162</u> Date: <u>04/17/2011</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT F

**RESIDENT ADVISORY BOARD
COMMENTS**

Note: All residents of Eloy's public housing serve as the Resident Advisory Board. No comments were received to the FY2012 Annual Agency Plan from residents.

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT G

CHALLENGED ELEMENTS

The Eloy Housing Authority has not challenged elements to the FY2012 Annual Agency Plan.

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT H

**2011 CAPITAL FUND BUDGET
2010 CAPITAL FUND ANNUAL PERFORMANCE AND
EVALUATION REPORT**

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

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

Part I: Summary

PHA Name: **Eloy Housing Authority** Grant Type: **Capital Fund Program Grant No: AZ20P021501-11** FFY of Grant: **2011**
 Replacement Housing Factor Grant No: **7-Jun-10** Date of CFFP: **7-Jun-10** FFY of Grant Approval: **2011**

Line	Summary by Development Account	Original	Revised ²	Total Actual Cost ¹	
				Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 21) ³	\$73,509.00	\$0.00	\$73,509.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities ⁴	\$0.00	\$0.00	\$0.00	\$0.00

Original Annual Statement
 Performance and Evaluation Report for Period Ending:
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 1)
 Final Performance and Evaluation Report

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

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

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

Part 1: Summary		FFY of Grant: 2011	
PHA Name: Eloy Housing Authority		FFY of Grant Approval: 2011	
Grant Type: Capital Fund Program Grant No: AZ20P021501-11 Replacement Housing Factor Grant No:			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:			
<input type="checkbox"/> Reserve for Disasters/Emergencies			
Summary by Development Account		<input type="checkbox"/> Revised Annual Statement (revision no: 1) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ²
18a	1501 Collateralization or Debt Service paid bt the PHA	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2 – 19)	\$73,509.00	\$73,509.00
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 compliance	\$0.00	\$0.00
23	Amount of line 20 Related to Security – Soft Costs	\$0.00	\$0.00
24	Amount of Line 20 Related to Security – Hard Costs	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$0.00	\$0.00
Signature of Executive Director		Signature of Public Housing Director	
		Date 3/31/2011	
		Date	

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

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

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

Part I: Summary

PEA Name: Eloy Housing Authority
 Grant Type: Capital Fund Program, Grant No: AZ20P021S01-10
 Replacement Housing Factor Grant No: 6750/2011
 Date of CFFP: 7-Jun-10

FFY of Grant: 2010
 FFY of Grant Approval: 2010

Original Annual Statement
 Performance and Evaluation Report for Period Ending: 6/30/2011
 Reserve for Disasters/Emergencies

Revised Annual Statement (revision no: 1)
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost			Total Actual Cost	
		Original	Revised ¹	Obligated	Expended	
1	Total non-CFFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
2	1406 Operations (may not exceed 20% of line 21) ²	\$89,034.00	\$0.00	\$89,034.00	\$89,034.00	
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities ⁴	\$0.00	\$0.00	\$0.00	\$0.00	

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

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

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

Part I: Summary

PEA Name: **Eloy Housing Authority** Grant Type: **Capital Fund Program Grant No: AZ20P021501-10**
 Replacement Housing Factor Grant No: **6/30/2011**

FFY of Grant: **2010**
 FFY of Grant Approval: **2010**

Type of Grant: Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Period Ending: **6/30/2011**

Summary by Development Account

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised ¹	Obligated	Expended
18a	1501 Collateralization or Debt Service paid bt the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant (sum of lines 2 - 19)	\$89,034.00	\$0.00	\$89,034.00	\$89,034.00
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 compliance	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of Line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

Signature of Executive Director _____ Date **04/17/11** 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 of a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants on operations.
⁴ RHF funds shall be included here.

ELOY HOUSING AUTHORITY

ANNUAL AGENCY PLAN

FISCAL YEAR 2012

ATTACHMENT H

HUD 50075.2

CAPITAL FUND FIVE YEAR ACTION PLAN

Capital Fund Program—Five-Year Action Plan

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

Part I: Summary						
PHA Name/Number	Development Number and Name	Work Statement for Year 1 FFY 2011	Locality (City/County & State)\Eloy, AZ Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Original 5-Year Plan Work Statement for Year 4 FFY 2014	Revision No: <input checked="" type="checkbox"/> Work Statement for Year 5 FFY 2015
B.	Physical Improvements Subtotal	Annual Statement				
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations		\$70,000	\$70,000	\$70,000	\$70,000
H.	Demolition					
I.	Development					
J.	Capital Fund Financing -- Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000

