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EXECUTIVE SUMMARY

Executive Summary

In January of 2003, the city of Louisville and Jefferson County merged governments to become the 16th largest city in the nation. On March 27, 2003 the Housing Authority of Louisville (HAL) and the Housing Authority of Jefferson County (HAJC) were also merged to form the Louisville Metro Housing Authority (LMHA). This historic event, coupled with the receipt of a $20 million HOPE VI grant in March of 2003 to redevelop Clarksdale I, and a second $20 million HOPE VI grant in June of 2004 for Clarksdale II, significantly changes the agency's long and short-term operations, and makes its continued participation in the MTW (Moving To Work) Deregulation Demonstration program more critical than ever. A new land development code, the first new such code in 40 years, also went into effect in March of 2003, and it provides incentives for affordable housing, offering an additional avenue for the LMHA to play a significant role as the new Metro government moves forward.

The regulatory flexibility and full fungibility provided by participation in the MTW Demonstration is essential to the policies and plans outlined in the merged Agency's second submission, as it strives to best respond to local needs during this critical era. It is impossible to overstate the challenges and opportunities that are occurring through merger, and the tasks still required for its success. The merged authority also represents a significantly different housing program than that of the former Housing Authority of Louisville, particularly in the addition of an almost 8,000 unit voucher program. In light of HUD's new and proposed changes within the Section 8 program, local determination of policies to make it appropriate to the market will be a crucial task in FY2005.

This is particularly crucial at a time when federal resources are retracting. MTW was initially introduced as a concept by Congressional staff during the first Bush administration, in anticipation of reduced federal resources and a philosophical commitment to deregulation. LMHA may be required to make significant changes if certain proposals included in the President's FY2005 budget are to pass legislative muster. As an important local tool for housing development and preservation, LMHA would face even greater challenges to meeting local housing needs were this important resource to be diverted.

In the past few years, the Authority experienced several delays in implementing the initiatives outlined in LMHA's original Moving to Work Agreement, and FY2000 and FY2001 MTW Annual Plans due to its administrative reorganization that impeded progress. The planning process for Clarksdale I and II has sharpened the agency's goals and objectives, and greatly influenced a redefined MTW program, and the goals and objectives for the demonstration, which are to:

- Reposition and redevelop the conventional Public Housing stock;
- Use the Section 8 program to implement Metro Government post-merger municipal goals;

- Increase housing choice through stronger rental communities and options and expanded homeownership opportunities;
- Develop programs and housing stock targeted to populations with special needs not served elsewhere in the community;
- Make administrative and other changes necessary to ensure the ongoing smooth transition of the merged housing authority; and
- Encourage program participant self-sufficiency.

This year's MTW submission sets forth in detail the following demonstration activities and initiatives that will be undertaken during FY2005, including:

Public Housing

Adoption of Revised Admission and Continued Occupancy Policy: A small team of LMHA staff recently completed the proposed revisions to its Admissions and Continued Occupancy Policy and lease agreement. Residents and a number of local agencies were sent a letter in March 2004 notifying them of the revised documents. A Public Hearing was held on June 22, 2004 to present the proposed ACOP in conjunction with the Agency's MTW Annual Plan. A resolution recommending adoption of the revised ACOP and lease will go to the Board of Commissioners in July 2004 (see appendix for revised ACOP, summary of ACOP changes, and revised lease).

Capital Improvements: Work continues to maintain LMHA's conventional public housing stock, with a particular emphasis on health, safety and welfare (in particular code deficiencies). LMHA's housing stock is aging, and its design often obsolete, and the physical needs of the properties far outstrip available resources. As such, capital funds are used in a strategic manner to address as many physical improvements as possible. Over 35% of the Agency's FY2005 capital improvements budget has been allocated towards the Clarksdale I HOPE Revitalization effort. Construction work this year is scheduled or continuing for the following additional projects:

- Carpet hallways at Bishop Lane Plaza;
- Window replacement at Scattered Sites KY 1-41;
- Façade improvements, gutters replaced, boiler replacement, and street paving at Sheppard Square; and
- Miscellaneous site improvements at Scattered Sites KY 1-22.

Section 8

Development of a Locally Defined Voucher Program: Changes to administrative policies (rent and occupancy policies, inspections, payment standards and program participation and reporting requirements) will continue to be made, in accordance with the MTW Agreement, to meet the merged Metro Government goals:

- Disperse housing assistance, particularly toward areas of economic opportunity;
- Affirmatively and actively pursue fair housing and desegregation; and
- Further the development of housing in Downtown Louisville.

- Increase housing choice through stronger rental communities and options and expanded homeownership opportunities;
- Develop programs and housing stock targeted to populations with special needs not served elsewhere in the community;
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- Disperse housing assistance, particularly toward areas of economic opportunity;
- Affirmatively and actively pursue fair housing and desegregation; and
- Further the development of housing in Downtown Louisville.

Resident Programs

LMHA has outlined plans to continue and expand resident programs that emphasize education, computer literacy, and other skills essential to obtaining employment and becoming economically self-sufficient. An emphasis on LMHA's Family Self Sufficiency (FSS) and Individual Development Account (IDA) programs continues to be key to our plans. Participation in these highly successful programs has been tied to residency requirements for LMHA's new Section 32 Homeownership (HO) Lease-to-Own sites. Case managers and homeownership counselors provide supportive services to assist Section 32 HO participants in achieving quantifiable and life transforming goals. LMHA also will continue to assist residents in taking advantage of the Earned Income Tax Credit.

Supportive Living: LMHA will continue to examine the possibility of Supportive Living services or an Assisted Living Pilot. This pilot has been delayed in implementation due to the need for changes in state program guidelines. LMHA will continue to work with the other PHAs on Kentucky' Supportive Services/Assisted Living Task Force to obtain the required legislative revisions. While this may add considerably to the timeline for this project, LMHA continues to move forward, and work collaboratively with other area agencies to secure Medicaid waivers and the other legal changes that are necessary before these services can be offered to LMHA residents.

Merger

The opportunities provided by MTW for the newly merged LMHA have been extensive and significant. The new Metro government and other institutional partners are focused not only on change, but also on developing innovative strategies and dynamic policies to devise locally appropriate solutions for Louisville's affordable housing problems. MTW gives LMHA the tools to be a part of creative new approaches. In particular, the ability to locally develop a voucher program provides opportunities that HAL was not afforded, both in terms of leveraging additional resources and in having the resources to address specific needs in the community without sacrificing the interests of current program participants. Along with the major policy changes that may be required due to recent and proposed to the program will also address some serious issues of impaction and increased housing choice. The expansion of the geographical boundaries in which the public housing program, in particular, can operate will allow LMHA to site affordable units in neighborhoods and areas that were before off-limits to low income households. Rent, occupancy and admissions policies have been realigned, and other agency operations will be revamped during the coming year. While these changes would be required absent LMHA's participation in MTW, the Demonstration allows the new Authority to make them in the ways that best suit local needs.

MOVING TO WORK OVERVIEW

MTW Program Overview

Program Goals

HUD's goals for the MTW demonstration program are:

- to provide flexibility to design and test various approaches for providing and administering housing assistance that reduces costs and achieves greater cost effectiveness in federal expenditures;

- to give incentives to families with children where the head of the household is working; is seeking work; or, is preparing for work by participating in job training, educational programs or programs to assist people to obtain employment and become economically self sufficient; and

- to increase housing choices for low-income families.

LMHA's goals for the demonstration are as follows:

- Reposition and redevelop the conventional Public Housing stock;

- Use the Section 8 program to implement stated Metro Government municipal goals;

- Increase housing choice through stronger rental communities and options, and expand homeownership opportunities;

- Develop programs and housing stock targeted to populations with special needs, especially those not adequately served elsewhere in the community;

- Continue to make administrative and other changes necessary to ensure a smooth transition to a merged housing authority; and

- Encourage program participant self-sufficiency.

These goals represent a refinement and redefinition of the agency's objectives for the demonstration program, based on the change in focus of the program required by the merger with the HAJC and the addition of a large-scale voucher program. They also represent the reorientation of the agency's long-term goals and direction of mission, both of which have been greatly refined through the planning process for the Clarksdale HOPE VI Revitalization.

Reposition and redevelop the conventional Public Housing stock

The physical stock of family developments formerly owned and managed by the Housing Authority of Louisville needs to be completely redeveloped. These sites—large, dense, urban and often isolated—need major renovation or replacement. LMHA's goal is to ultimately transform these communities in the coming years, replacing the current public housing developments with mixed income communities, while at the same time providing replacement units so that the overall number of families served will not decrease. In the elderly developments, modernization efforts will proceed with an eye towards appropriate and expanded service provision, such as supportive or assisted living.

Use the Section 8 program to implement stated Metro Government municipal goals

Prior to merger, the Brookings Institute published a study entitled, "Beyond Merger: A Competitive Vision for the Regional City of Louisville." This document continues to serve as the framework for the new Metro Government's goals. As LMHA's mission changes, so will its role in the community. The basic focus of the agency is in line with the City's competitive vision for itself: to fix the basics, build on assets, create quality neighborhoods; invest in working families and families striving to work; and influence Metro Louisville's growth. It will look to reinforce downtown residential development, enhance natural and cultural amenities, strengthen neighborhoods, provide better and more comprehensive links to transportation support resident/program participant use of the Earned Income Tax Credit (EITC), and leverage the EITC with Individual Development Accounts (IDAs), help working families build wealth through homeownership, lessen the concentration of poverty, and foster the availability of housing near workplaces.

Increase housing choice through stronger rental communities and options, and expanded homeownership opportunities

Homeownership is an important housing choice option for many residents/program participants, and is an appropriate program given the local market. HAJC has long had a very strong Section 8 Homeownership program, and HAL instituted its own version of such a program (as referenced in the FY2002 MTW Plan). LMHA intends to move these programs forward, as evidenced by the consolidation of policies and procedures during FY2004 and the planned revisions during FY2005 using the flexibilities under MTW. For the many other families for whom homeownership isn't a viable option, LMHA needs to look at its public housing communities to see what policy and program changes might strengthen those communities and make them better places to live.

Develop programs and housing stock targeted to populations with special needs not adequately served elsewhere in the community

LMHA is using a combination of available resources to develop targeted programs for people with specific and/or special needs. Some of these needs will be transitional; others are for programs that provide more long-term support, particularly for the elderly and younger persons with disabilities. The objective of providing this housing is to meet needs not already met by other agencies, and/or to partner with local organizations that have social services strengths and programs that need a housing support element.

Developing comprehensive programs in these areas will continue to require MTW regulatory relief.

Continue to make administrative and other changes necessary to facilitate the transition of a merged housing authority
Merger is an extremely complex time that will continue to necessitate the alignment of all major HA policies, including basic administrative documents such as the recent proposed revisions to the ACOP. MTW provides an opportunity to do this in a way most appropriate to the local situation, outside the limitations of current federal regulation.

Encourage program participant self-sufficiency
The MTW agreement allows LMHA to reinvent the FSS program to make it appropriate to local program participant needs. The Demonstration also allows LMHA to rethink other policies – like the rent policy – to encourage families to work.

Programs Included

LMHA's MTW program covers the following programs:

- Public Housing (LMHA Owned and Managed & Privately Owned and Managed);
- Capital Fund Program; and
- Section 8 Housing Voucher Program.

The above programs, which now include the units and vouchers that were formerly part of the Housing Authority of Jefferson County, are now collectively the MTW program. Under MTW, LMHA is granted regulatory flexibility to test new programs and policies, and to determine which of its units/vouchers are included in the demonstration. Any regulation for which a waiver has been requested and/or granted is stated in LMHA's MTW documents. In all cases where no waiver has been granted, LMHA adheres to HUD regulations.

HOUSEHOLDS SERVED

Households Served

This section describes the projected number and characteristics of households that will be served in LMHA programs from July 1, 2004 through June 30, 2005. Under MTW, as required by HUD, LMHA must continue to substantially serve the same number and mix of households as it would otherwise absent its participation in the Demonstration Program. Tables 3-1, 3-2, 3-3 and 3-4 highlight the projected number of households to be served by housing type and unit size, by family type, by income levels compared to median income levels for Louisville, and by race and ethnicity. The Agency's projected public housing and Voucher program waiting list characteristics for FY2005 immediately follow the information on households served.

Number and Characteristics of Households Served

As of July 1, LMHA is projected to serve 13,009 households in the combined public housing and voucher programs. In the conventional public housing program, the total number of households served is expected to be 4,383. Occupancy numbers are expected to increase in the coming year, despite the beginning of relocation at Clarksdale and demolition activities at Iroquois, due to the ongoing acquisition of replacement housing units for Clarksdale and Park Duvalle. Many of the units currently reserved as potential relocation options for Clarksdale households are expected to be occupied by the end of FY2005. In the elderly program, Dosker Manor and Avenue Plaza's occupancy have returned to normal after the reoccupancy at St. Catherine. Occupancy levels are also expected to return to normal levels at St. Catherine during FY2005 once units temporarily being held as potential relocation options are filled.

In the voucher program, 8,626 households are served. This represents approximately 9% of the rental units in the Metro area. The Agency is concerned about a potential Section 8 program retraction during FY2005 due to resource allocation issues. Additional discussion on this issue can be found in "Management Information for Leased Housing".

Overall, 65% of LMHA households are characterized as family households, 9% percent are elderly households, and 26% percent are households where at least one member is disabled. The number of elderly and disabled households served in FY2005 is expected to increase slightly due to the continued reoccupancy of St. Catherine Court which is now designated elderly only and the ultimate possible introduction of Supportive Services and Assisted Living pilot at the site. The projections for the number of family households served in FY2005 may also change slightly due to the Clarksdale HOPE VI.

86% of the households served by LMHA have income levels below 30 percent of median. The percentage of families in this income group is somewhat higher for families in the voucher program than in the public housing program (87% versus 85%). Only 2% of all households have income levels above 50 percent of median. As a whole, the number of

households served with income levels below 30 percent of median is expected to decrease slightly during FY2005. The Agency's continuing emphasis on educational, job readiness and training programs is expected to assist LMHA households in increasing their income levels.

Overall, 76% of housing authority residents are African American, 23% are White and 1% are other races. Minority households account for 88% of the public housing program and 77% of the Voucher program. The projected households served by race/ethnicity are expected to be similar in FY2005.

Number and Characteristics of Households on Waiting List

Prior to merger, HAL maintained a central based waiting list for all of its owned and managed family and elderly public housing sites. HAL also maintained a combined referral list for its public housing scattered site units and its Section 8 voucher program. The former HAJC maintained a combined central waitlist for its public housing units and its Section 8 program.

Since merger, LMHA continues to maintain one centralized waiting list for its owned and managed family and elderly public housing sites, which includes the former HAL sites KY1-1, 2, 3, 4, 5, 10, 11, 12, 13, 14 & 18 and the former HAJC site KY1-40. A referral system will continue to be used for all LMHA scattered sites, which now includes the former HAL scattered sites KY1-17, 19, 22, 24, 34 & 35, the former HAJC scattered sites KY1-39 & 41, and future LMHA scattered site acquisitions. Eligibility requirements for scattered sites includes residency in a family or elderly public housing development for a one year period and a recommendation by the site's manager as an outstanding resident. Outstanding resident status is attained by having no late rent payments, passing annual inspections, and by adhering to all other HAL leasing guidelines.

A waitlist is now separately maintained for the Section 8 program. Because of the HOPE VI Revitalization effort, Clarksdale residents go to first place on the Section 8 waitlist as well as all other LMHA waitlists. Referrals of non-Clarksdale households from HAL's former Section 8 and Scattered Sites list referral list are on hold until all Clarksdale households are relocated. The Section 8 portion of that referral list will likely be merged with the Section 8 waiting list during the upcoming year.

Site based waiting lists are currently maintained for the privately managed and/or owned public housing units including Park DuValle Phase I, a combined list for Park DuValle Phases II and IV, and Park DuValle Phase IV. Wait list information for Park DuValle I contains the total number of applicants by desired unit size. Other characteristics are not currently available for applicants on the Park DuValle I site-based waiting list. The combined waitlist for Park DuValle II and IV, and the separate waitlist for Park DuValle IV have been closed since 2002, and there have been no changes to those wait list characteristics since that time. Plans for fiscal year 2005 are to continue maintaining the site-based waiting list for these sites, and establish site based lists for many of the new Clarksdale replacement housing units.

The attached tables show the number and characteristics of applicants on the central based waiting list for LMHA's family and elderly/disabled public housing developments, the site-based waiting lists at Park DuValle, and for the Section 8 voucher program. Characteristics of waitlist applicants for some of the recently acquired Clarksdale replacement housing sites are currently unavailable. The waitlist currently reflects a combined total of 16,895 applicants for all housing programs, with a total of 2,131 for LMHA managed public housing programs. Of the applicants for the LMHA managed public housing units, 56% need one-bedroom units (up from 47% in FY2004), 32% need two bedroom units (down from 38%), 10% need three bedroom units (down from 13%), and 2% percent need four bedroom units (remained the same). If the waiting list is reflective of the general community, there is clearly an increased need and interest in one-bedroom units. Interestingly, family households' have the highest need for one-bedroom units (902 or 76%% of the 1192 households applying for one-bedroom units), with disabled households second (225 or 19%) and the elderly last (65 or 5%). However, nearly all of the elderly households that apply for housing have need of one-bedroom units (89% of the 73 households on the waiting list.)

Over 84% of all applicants on LMHA's central based waiting list for public housing, 72% of Park DuValle's site based waiting list, and 74% of the Section 8 voucher waitlist are racial or ethnic minorities. 50% of LMHA's public housing applicants, 58% of Park DuValle's and 88% of Section 8 voucher waitlist applicants earn below 30 percent of the Area Median income.

While it might appear at first glance that the number of applicants on the waiting lists would increase over the next fiscal year because of the Agency's priority to relocating Clarksdale households, it may be inaccurate to make that assumption. As some waitlist data is carried over from previous years, the issue of duplicative applicants may be impacting the numbers. It is possible that applicants on one of the above described waitlists may be adequately housed in another of LMHA's housing programs. Because waiting list data to used to determine future housing stock needs, including the reconfiguration of existing units, and projections for the number of bedrooms needed in newly acquired or built units, administrative updates to the waitlists during the next fiscal year will be critical. The Agency will also look at tracking additional waitlist information to determine if an applicant currently resides in another LMHA housing program.

LOUISVILLE METRO HOUSING AUTHORITY
HOUSEHOLDS SERVED
BY HOUSING TYPE AND UNIT SIZE

PROJECTED FY 2005

TABLE 3-1

FY 2005	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05
PUBLIC HOUSING	0 Bed	0 Bed	1 Bed	1 Bed	2 Bed	2 Bed	3 Bed	3 Bed	4 Bed+	4 Bed+	Totals	Totals
Family Developments												
KY 1-1 Clarksdale			131	71	278	106	126	46	21	11	556	234
KY 1-2 Beecher Terrace			336	344	233	241	145	152			714	737
KY 1-3 Parkway Place	1	1	184	200	213	236	103	119	38	52	539	608
KY1-4 Sheppard Square					153	161	115	124	12	20	280	305
KY1-5 Iroquois Homes			132	145	306	320	81	95	23	37	542	597
Elderly/Disabled Developments												
KY1-10,11,12 Dosker Manor A, B & C Bldg.	3	3	582	596	19	19					604	618
KY 1-13 St. Catherine Court	19	59	53	97			1	1			73	157
KY 1-14 Avenue Plaza	130	131	85	86	1	1					216	218
KY 1-18 Lourdes Hall	7	8	48	52							55	60
KY1-40 Bishop Lane Plaza			66	87							66	87
Scattered Sites												
KY 1-17 Scattered Sites					22	23	19	20	5	6	46	49
KY1-19 Scattered Sites							34	39			34	39
KY1-22 Scattered Sites					1	1	26	46			27	47
KY1-24 Scattered Sites							43	44			43	44
KY1-34 Scattered Sites			1	1	36	49	55	90	7	7	99	147
KY1-35 Section 5(h) Properties					8	13	2	8			10	21
KY 1-41 Scattered Sites			20	21	32	34	26	27	1	1	79	83
KY 1-39 Scattered Sites (Newburg S.F. Homes)							3	2	3	2	6	4
Mixed Income Sites												
KY 1-27 The Oaks of Park DuValle			5	5	24	24	23	23	6	6	58	58
KY 1-30 The Villages of Park DuValle			7	7	38	38	41	41	3	3	89	89
KY1-31 Park DuValle III			43	43	23	23	10	10	0		76	76
KY1-32 Park DuValle IV			29	29	101	101	0		0		130	130
KY1-36 St. Francis	0	3	3	4	3	3					6	10
Other Clarksdale Off-Site Replacement Housing			8	28	13	45	14	68	0	8	35	149
TOTAL PUBLIC HOUSING UNITS	160	205	1733	1816	1504	1438	867	955	119	153	4383	4567

VOUCHER PROGRAM	0 Bed	0 Bed	1 Bed	1 Bed	2 Bed	2 Bed	3 Bed	3 Bed	4 Bed+	4 Bed+	Totals	Totals
Vouchers	58	58	2006	2118	3495	3607	2922	3022	145	145	8626	8950
TOTAL SECTION 8 UNITS	58	58	2006	2118	3495	3607	2922	3022	145	145	8626	8950

TOTAL LMHA UNITS	218	263	3739	3934	4999	5045	3789	3977	264	298	13009	13517

LOUISVILLE METRO HOUSING AUTHORITY
HOUSEHOLDS SERVED
BY FAMILY TYPE

PROJECTED FY 2005

TABLE 3-2

FY 2005	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05
PUBLIC HOUSING	Family		Elderly		Disabled		Totals	Totals
Family Developments								
KY 1-1 Clarksdale	459	212	36	9	61	13	556	234
KY 1-2 Beecher Terrace	499	515	101	105	114	117	714	737
KY 1-3 Parkway Place	440	496	28	33	71	79	539	608
KY1-4 Sheppard Square	245	266	8	10	27	29	280	305
KY1-5 Iroquois Homes	461	506	23	29	58	62	542	597
Elderly/Disabled Developments								
KY1-10,11,12 Dosker Manor A,B,C Bldg	95	98	212	218	297	302	604	618
KY 1-13 St. Catherine Court	5	5	48	109	20	43	73	157
KY 1-14 Avenue Plaza	24	24	103	104	89	90	216	218
KY 1-18 Lourdes Hall	1	1	38	42	16	17	55	60
KY1-40 Bishop Lane Plaza	13	13	28	39	25	35	66	87
Scattered Sites								
KY 1-17 Scattered Sites	23	24	13	14	10	11	46	49
KY1-19 Scattered Sites	26	29	0	1	8	9	34	39
KY1-22 Scattered Sites	18	32	4	7	5	8	27	47
KY1-24 Scattered Sites	33	34	2	2	8	8	43	44
KY1-34 Scattered Sites	79	118	14	20	6	9	99	147
KY1-35 Section 5(h) Properties	8	16	0	1	2	4	10	21
KY1-41 Scattered Sites	41	42	13	15	25	26	79	83
KY 1-39 Scattered Sites (Newburg S.F. Homes)	4	2	0	0	2	2	6	4
Mixed Income Sites								
KY 1-27 The Oaks of Park DuValle	53	53	0	0	5	5	58	58
KY 1-30 The Villages of Park DuValle	76	76	2	2	11	11	89	89
KY1-31 Park DuValle III	22	22	26	26	28	28	76	76
KY1-32 Park DuValle IV	113	113	9	9	8	8	130	130
KY 1-36 St. Francis	4	6	2	3	0	1	6	10
Other Clarksdale Off-Site Replacement Housing	2	54	28	60	5	35	35	149
TOTAL PUBLIC HOUSING UNITS	2744	2757	738	858	901	952	4383	4567

SECTION 8	Family		Elderly		Disabled		Totals	Totals
Section 8 Vouchers	5731	5831	463	547	2432	2572	8626	8950
TOTAL SECTION 8 UNITS	5731	5831	463	547	2432	2572	8626	8950

TOTAL LMHA UNITS	8475	8588	1201	1405	3333	3524	13009	13517

LOUISVILLE METRO HOUSING AUTHORITY
HOUSEHOLDS SERVED
BY INCOME LEVELS COMPARED TO MEDIAN
PROJECTED FY 2005

TABLE 3-3

FY 2005	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05
PUBLIC HOUSING	**<30**		**30-50**		**50-80**		**>80**		**Totals**	**Totals**
Family Developments										
KY 1-1 Clarksdale	508	215	41	17	6	2	1	0	556	234
KY 1-2 Beecher Terrace	618	636	75	77	14	15	7	9	714	737
KY 1-3 Parkway Place	507	578	29	32	3	3	0	0	539	608
KY1-4 Sheppard Square	247	268	26	29	6	7	1	1	280	305
KY1-5 Iroquois Homes	505	553	28	33	8	10	1	1	542	597
Elderly/Disabled Developments										
KY1-10,11,12 Dosker Manor A,B,C Bldg	555	567	38	39	11	12	0	0	604	618
KY 1-13 St. Catherine Court	67	144	4	9	1	2	1	2	73	157
KY 1-14 Avenue Plaza	195	197	18	18	3	3	0	0	216	218
KY 1-18 Lourdes Hall	40	43	13	14	2	3	0	0	55	60
KY1-40 Bishop Lane Plaza	59	78	7	9	0	0	0	0	66	87
Scattered Sites										
KY 1-17 Scattered Sites	33	35	7	8	6	6	0	0	46	49
KY1-19 Scattered Sites	26	30	6	7	2	2	0	0	34	39
KY1-22 Scattered Sites	19	33	7	12	1	2	0	0	27	47
KY1-24 Scattered Sites	34	35	4	4	4	4	1	1	43	44
KY1-34 Scattered Sites	62	93	21	31	12	18	3	5	99	147
KY1-35 Section 5(h) Properties	10	20	0	1	0	0	0	0	10	21
KY 1-41 Scattered Sites	59	62	12	12	6	7	2	2	79	83
KY 1-39 Scattered Sites (Newburg S.F. Homes)	3	1	0	0	2	2	1	1	6	4
Mixed Income Sites										
KY 1-27 The Oaks of Park DuValle	13	13	30	30	15	15	0	0	58	58
KY 1-30 The Villages of Park DuValle	72	72	17	17					89	89
KY1-31 Park DuValle III	21	21	29	29	26	26			76	76
KY1-32 Park DuValle IV	33	33	67	67	30	30	0	0	130	130
KY 1-36 St. Francis	5	6	1	3	0	1	0	0	6	10
Other Clarksdale Off-Site Replacement Housing	32	65	3	4	0	1	0	0	35	149
TOTAL PUBLIC HOUSING UNITS	**3723**	**3798**	**483**	**502**	**158**	**171**	**18**	**22**	**4383**	**4567**

SECTION 8	<30		30-50		50-80		>80		Totals	Totals
Section 8 Vouchers	7465	7594	1054	1271	107	105	0	0	8626	8950
TOTAL VOUCHER UNITS	**7465**	**7594**	**1054**	**1271**	**107**	**105**	**0**	**0**	**8626**	**8950**

TOTAL LMHA UNITS	**11188**	**11392**	**1537**	**1773**	**265**	**276**	**18**	**22**	**13009**	**13517**

MEDIAN INCOME LEVELS FOR LOUISVILLE AREA

FAMILY SIZE	30.00%		50.00%		80.00%
ONE PERSON	12,200		20,350		32,600
TWO PERSON	13,950		23,300		37,250
THREE PERSONS	15,700		26,200		41,900
FOUR PERSONS	17,450		29,100		46,550
FIVE PERSONS	18,850		31,450		50,300
SIX PERSONS	20,250		33,750		54,000
SEVEN PERSONS	21,650		36,100		57,750
EIGHT PERSONS	23,050		38,400		61,450

LOUISVILLE METRO HOUSING AUTHORITY
HOUSEHOLDS SERVED
BY RACE and ETHNICITY

PROJECTED FY 2005

TABLE 3-4

FY 2005	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05	7/1/04	6/30/05
PUBLIC HOUSING	**African-American**		**White**		**Other**		**Totals**	**Totals**
Family Developments								
KY 1-1 Clarksdale	535	225	18	8	3	1	556	234
KY 1-2 Beecher Terrace	695	716	17	19	2	2	714	737
KY 1-3 Parkway Place	513	578	20	23	6	7	539	608
KY1-4 Sheppard Square	263	286	14	16	3	3	280	305
KY1-5 Iroquois Homes	435	429	98	98	9	9	542	597
Elderly/Disabled Developments								
KY1-10,11,12 Dosker Manor A,B,C Bldg	428	437	168	172	8	9	604	618
KY 1-13 St. Catherine Court	48	103	25	53	0	1	73	157
KY 1-14 Avenue Plaza	185	186	29	30	2	2	216	218
KY 1-18 Lourdes Hall	29	32	25	27	1	1	55	60
KY 1-40 Bishop Lane Plaza	26	34	39	52	1	1	66	87
Scattered Sites								
KY 1-17 Scattered Sites	41	42	5	6	0	1	46	49
KY1-19 Scattered Sites	34	38	0	1	0	0	34	39
KY1-22 Scattered Sites	24	43	3	4	0	0	27	47
KY1-24 Scattered Sites	43	44	0	0	0	0	43	44
KY1-34 Scattered Sites	94	140	5	6	0	1	99	147
KY1-35 Section 5(h) Properties	10	18	0	2	0	1	10	21
KY 1-41 Scattered Sites	43	46	36	37	0	0	79	83
KY 1-39 Scattered Sites (Newburg S.F. Homes)	6	4	0	0	0	0	6	4
Mixed Income Sites								
KY 1-27 The Oaks of Park DuValle	56	56	1	1	1	1	58	58
KY 1-30 The Villages of Park DuValle	88	88	1	1	0	0	89	89
KY1-31 Park DuValle III	71	71	3	3	2	2	76	76
KY1-32 Park DuValle IV	123	123	4	4	3	3	130	130
KY 1-36 St. Francis	6	8	0	1	0	1	6	10
Other Clarksdale Off-Site Replacement Housing	35	148	0	1	0	0	35	149
TOTAL PUBLIC HOUSING UNITS	3831	3895	511	565	41	46	4383	4567

SECTION 8	**African-American**		**White**		**Other**		**Totals**	**Totals**
Section 8 Vouchers	6022	6262	2463	2543	141	145	8626	8950
TOTAL VOUCHER UNITS	6022	6262	2463	2543	141	145	8626	8950

TOTAL LMHA UNITS	9853	10157	2974	3108	182	191	13009	13517

LOUISVILLE METRO HOUSING AUTHORITY
WAIT LIST DATA
BY UNIT SIZE

PROJECTED 2005

TABLE 3-5

FY 2005	7/1/04	7/1/04	7/1/04	7/1/04	7/1/04
PUBLIC HOUSING	**1 Bed**	**2 Bed**	**3 Bed**	**4 Bed+**	**Totals**
Central Based Waiting Lists					
Family	902	625	194	36	1757
Elderly	65	6	2	0	73
Disabled	225	49	21	6	301
TOTAL CENTRAL BASED	1192	680	217	42	2131
Site Based Waiting Lists					
KY 1-27 Park DuValle I *	103	280	137	12	532
Family					
Elderly					
Disabled					
KY 1-30 & KY 1-32 Park DuValle II & IV **					
Family	347	294	376	121	1138
Elderly	71	26	0	0	97
Disabled	41	19	6	3	69
KY1-31 Park DuValle III Senior Building ***					
Elderly	71	26	0	0	97
Disabled	22	3	0	0	25
TOTAL SITE BASED	655	648	519	136	1958

SECTION 8					
Vouchers	5612	5067	1852	275	12806
TOTAL VOUCHER PROGRAM	5612	5067	1852	275	12806

TOTAL OF ALL PROGRAMS	7459	6395	2588	453	16895

* Characteristics by family type are currently not available. Wait List contains total number of applicants by desired unit size.

** The combined wait list for Park DuValle Phase II & IV has been closed since 2002. There have been no changes to wait list characteristics since that time.

*** The combined wait list for Park DuValle Phase III has been closed since 2002. There have been no changes to wait list characteristics since that time.

LOUISVILLE METRO HOUSING AUTHORITY
WAIT LIST DATA
BY INCOME GROUP

PROJECTED 2005

TABLE 3-6

FY 2005	7/1/04	7/1/04	7/1/04	7/1/04	7/1/04
PUBLIC HOUSING	<30	30-50	50-80	>80	Totals
Central Based Waiting List					
Family	818	899	34	6	1757
Elderly	59	9	5	0	73
Disabled	208	79	12	2	301
TOTAL CENTRAL BASED	1085	987	51	8	2131
Site Based Waiting Lists					
KY 1-27 Park DuValle I*					532
Family	NA	NA	NA	NA	NA
Elderly	NA	NA	NA	NA	NA
Disabled	NA	NA	NA	NA	NA
KY 1-30 & KY 1-32 Park DuValle II & IV**					
Family	880	241	17	0	1138
Elderly	95	2	0	0	97
Disabled	50	17	2	0	69
KY1-31 Park DuValle III Senior Bldg***					
Elderly	81	15	1	0	97
Disabled	23	2	0	0	25
TOTAL SITE BASED	1129	277	20	0	1958

SECTION 8	<30	30-50	50-80	>80	Totals
Vouchers	11262	1474	70	0	12806
TOTAL VOUCHER PROGRAM	11262	1474	70	0	12806

TOTAL OF ALL PROGRAMS	13476	2738	141	0	16895

*Characteristics by income group are currently not available.
Wait List contains total number of applicants by desired unit size.

** The combined wait list for Park DuValle II & IV has been closed since 2002.
There have been no changes to wait list characteristics since that time.

*** The wait list for Park DuValle III has been closed since 2002.
There have been no changes to wait list characteristics since that time.

LOUISVILLE METRO HOUSING AUTHORITY
WAIT LIST DATA
BY RACE AND ETHNICITY

PROJECTED FY 2005

TABLE 3-7

FY 2005	7/1/04	7/1/04	7/1/04	7/1/04
PUBLIC HOUSING	African-American	White	Other	Totals
Central Based Waiting Lists				
Family	1789	244	24	1757
Elderly	53	17	3	73
Disabled	221	74	6	301
TOTAL CENTRAL BASED	1763	335	33	2131
Site Based Waiting Lists				
KY 1-27 Park DuValle I*				532
Family				NA
Elderly				NA
Disabled				NA
KY 1-30 & KY 1-32 Park DuValle II & IV **				
Family	1131	3	4	1138
Elderly	97	0	0	97
Disabled	69	0	0	69
KY1-31 Park DuValle III Senior Building ***				
Elderly	97	0	0	97
Disabled	25	0	0	25
TOTAL SITE BASED	1419	3	4	1958

SECTION 8	African-American	White	Other	Totals
Vouchers	7416	5028	362	12806
TOTAL VOUCHER PROGRAM	7416	5028	362	12806

TOTAL OF ALL PROGRAMS****	10598	5366	399	16895

*Characteristics by race and ethnicity are currently not available.
Wait List contains total number of applicants by desired unit size.

** The combined wait list for Park DuValle II & IV has been closed since 2002.
There have been no changes to wait list characteristics since that time.

*** The wait list for Park DuValle III has been closed since 2002.
There have been no changes to wait list characteristics since that time.

****Race and Ethnicity may result in totals that are higher than the applicant pool, due to multiple ethnic identification

OCCUPANCY POLICIES

Occupancy Policies

LMHA's occupancy and rent policies are key management tools in creating stable communities that support families, households with special needs, and the elderly. Immediately after merger, the agency continued to operate under two sets of policies: those of the former HAL and of the former HAJC. One of the most important tasks that LMHA performed during the past year was the development of a new consolidated rent and admissions and continuing occupancy (ACOP). Changes in the policy reflect the regulatory flexibility allowed by MTW. The ACOP also provide incentives to individuals and families working towards economic self-sufficiency which are essential to LMHA's deconcentration goals and to the continued expansion of housing options for low-income households.

Statement of Eligibility and Admission Policies

The former Housing Authority of Louisville administered its central based waiting list for HAL owned and managed sites and for the Voucher Program per its Admissions and Continued Occupancy Policy (ACOP), as did the former Housing Authority of Jefferson County. Each Authority previously had a number of waiting list preferences, categories of ineligibility for admission, and categories of ineligibility for continued occupancy, and rent policy criteria. A small team of LMHA staff recently completed a draft of a combined and revised ACOP. Residents and a number of local agencies were sent a letter in March 2004 notifying them of the revised document. A Public Hearing was held on June 22, 2004 to present the proposed ACOP and solicit comments in conjunction with the Agency's MTW Annual Plan. A resolution recommending adoption of the revised ACOP and lease will go to the Board of Commissioners in July 2004. (See appendix for revised ACOP, summary of ACOP changes and revised lease.)

A separate Admissions and Occupancy Policy is used for public housing units in the Park DuValle mixed-income housing development which maintains site-based waiting lists. No changes are anticipated for the Park DuValle ACOP during FY2005.

LMHA will reexamine tenant income and characteristics and submit to HUD updated MTCS data annually, until such a time as any changes to the rent policy would corrupt the MTCS transmission. LMHA's new ACOP requires formal reexaminations/recertifications only once every two years in the manner currently prescribed by HUD, consistent with section II of the Appendix to the original MTW Agreement.

Community Service Policy

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that all housing authorities implement a Community Service (CS) policy for public housing residents. Elderly and disabled residents may be exempt from this requirement. The former Housing Authority of Louisville had first proposed a plan for the Resident Advisory Board's Self Sufficiency Mentoring program to fulfill the Community Service requirement.

During FY2004, LMHA responded to non-emergency work orders within an average of 2.97 business days and emergency work orders within 24 hours. The agency expects to continue to improve upon the past year's high level of performance on work order response during FY2005 due to the implementation of the new work control management system that became operational in November of 2002. LMHA will also continue to explore additional performance measures that may prove to be more reliable indicators of the quality and responsiveness of maintenance work, such as reductions in mechanical equipment failure and a cost analysis of the effectiveness of planned maintenance.

Inspections

Annual Unit Inspections

LMHA will continue to inspect 100 percent of its conventional public housing inventory annually, excluding units undergoing comprehensive modernization or demolition. (See attached Table). Each site's housing service specialist and manager inspect every unit within their development to assess housekeeping standards, and the need for routine maintenance repairs or major capital improvements. In addition, periodic housekeeping inspections are conducted in conjunction with extermination services four times per year. Smoke detectors are also inspected at this time. (See attached Table)

REAC Property Inspections and Resident Surveys

HUD's Real Estate Assessment Center (REAC) measures the performance of public housing agencies using the Public Housing Assessment System (PHAS). The PHAS evaluates the physical condition, financial health, management operations, and resident services of a public housing agency. During the course of the MTW Demonstration however, LMHA is not subject to PHAS or its Voucher Program equivalent, the Section Eight Management Assessment Program (SEMAP).

While LMHA is not subject to the PHAS during the MTW Demonstration, HUD continues to reserve the right to physically inspect LMHA's properties. These inspections assess overall site, public building, and unit conditions and do not supplant LMHA's annual in-house inspection processes. During 2003, HUD's Real Estate Assessment Center (REAC) conducted and completed inspections of LMHA properties. All of the minor health and safety issues noted during the inspections were repaired within 24 hours and documentation of these repairs was mailed to the local HUD offices. Overall, the agency received a combined score of 81.5%. Because the Agency received a score above 80%, inspections are scheduled once every two years, with the next one occurring in 2005.

While the Agency's average score has improved considerably since 1999 (from 58.4% to 81.5%), LMHA contends that PHAS scores are still an imprecise assessment tool. LMHA does not discount the existence of the deficiencies noted in the PHAS reports, and all reported items were either immediately corrected or incorporated into LMHA's capital

While HUD did not approve the Agency's proposed plan, it did temporarily suspend the Community Service requirement in general.

On February 21, 2003, a HUD/VA appropriations act was signed reinstating the Community Service and Self Sufficiency requirements. LMHA's adopted a local community service policy, notified residents of the requirement, developed a lease addendum and revised its' ACOP accordingly. LMHA's Board of Commissioners approved adoption of the policy. (See appendix for related documents.) LMHA's policy requires that all non-exempt public housing residents 18 or older, contribute 8 hours per month of community service, or participate in 8 hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. The community service and self-sufficiency provision is intended to assist adult residents in improving their own and their neighbor's economic and social well being, and give residents a greater stake in their communities.

For each public housing resident subject to the community service requirement, LMHA shall review and determine compliance with the requirement at least 30 days before the expiration of each lease term. If qualifying activities are administered by an organization other than LMHA, verification will be obtained from such outside parties. In situations of noncompliance, the resident can enter into an agreement with LMHA prior to the expiration of their lease, to correct any noncompliance over the next 12-month lease period.

Rent Policy

The former Housing Authority of Louisville adopted an Interim Rent Policy that went into affect on January 1, 2002, in conformance with QWHRA. HAJC's rent policy was also in conformance with QWHRA.

As described earlier, in recent months LMHA completed a draft of an agency-wide rent policy. LMHA established a work group to define the new policies. Both merger and the HOPE VI planning process have been crucial in defining the end goals of the proposed ACOP and rent policy changes, as well as in making apparent that MTW flexibility is necessary to accomplish the changes the staff believes are necessary. One specific example of this is that the ceiling rents and minimum rents were both eliminated. As described in "Statement of Eligibility and Admissions Policies", the newly combined ACOP and rent policies were reviewed during a public hearing on June 22, 2004 and will be adopted by the Board of Commissioners in July.

Deconcentration

LMHA's efforts toward deconcentration of poverty are woven throughout the Authority's development plans, management policies, and resident programs. An essential element of LMHA's deconcentration goals is to provide residents with a variety of housing choices in the community through:

- construction and/or acquisition of smaller apartment complexes and single family homes scattered throughout the city;
- purchase of units in market rate developments;
- revitalization of Clarksdale and density reduction at Iroquois Homes as detailed in LMHA's HOPE VI and demolition applications;
- implementation of new approaches to mixed income development such as designated program sites;
- expanded Section 8 opportunities including designated Section 8 vouchers for non-elderly persons with disabilities;
- acquisition of 6 to 10 off-site Clarksdale replacement housing units utilizing projected based vouchers (see "Management Information for Leased Housing, LMHA Project-Based Strategies" for additional details.)
- designated elderly-only units such as those in the mixed income Senior Buildings at Park DuValle Phase III and the recently renovated and reoccupied St Catherine Court; and the
- provision of supportive services and additional amenities at LMHA's elderly high rises to attract residents with a broader range of incomes.

These development plans, discussed elsewhere in the FY2005 MTW Annual Plan, will have a tremendous impact on LMHA's deconcentration efforts. Merger continues to offer LMHA a new opportunity to disperse programs and stock throughout the area. Prior to merger, limitations precluded HAL from offering viable housing options in areas outside the City, while regulatory and funding limitations prevented HAJC from large-scale scattered site development.

CHANGES IN THE HOUSING STOCK

LOUISVILLE METRO HOUSING AUTHORITY

Changes in the Housing Stock

The Louisville Metro Housing Authority projects that as of June 30, 2004 there will be a total of 5,198 annual contribution contract (ACC) units in its public housing stock, 4,825 of which are owned and managed by the Agency, and 373 that are privately owned and/or managed, and an overall increase of 355 public housing units since the previous fiscal year end. This increase in units is due to the acquisition of replacement housing units in preparation for the Clarksdale revitalization (+177) and from the units gained from HJAC through the merger of the two housing authorities (+178). The Agency anticipates also managing 8,684 Section 8 vouchers in its leased housing program, bringing LMHA's total ACC unit count at the end of FY2004 to 13,882.

The attached table shows the projected changes in LMHA's housing stock by the close of FY2005 (June 30, 2005), as well as projections through FY2009. These estimates reflect the implementation of the HOPE VI revitalization of Clarksdale I and II, the continued acquisition of replacement housing units for Park DuValle and Clarksdale, the demolition of six additional buildings at Iroquois Homes, and the continued anticipated receipt of Section 8 Relocation Vouchers. The total number of units reported in "Changes in Housing Stock" will always be slightly higher than the numbers reported for "Households Served," since the latter reflects actual occupancy for public housing and actual lease-ups rates for the Section 8 program.

By June 30th, 2005, LMHA estimates the following planned changes in public housing inventory:

- the carefully phased demolition of 405 on-site units, and the acquisition or new construction of an additional 99 off-site replacement housing for the Clarksdale HOPE VI Revitalization;
- per HUD's approved demolition plan, the demolition of 72 units in 6 buildings at Iroquois Homes;
- 26 additional replacement housing units for Park DuValle in KY1-34;
- 2 additional Section 5(h) units for Clarksdale replacement housing in KY1-35; and
- the sale of 2 additional scattered site units in KY 1-39 through LMHA's homeownership program.

Through the merger of the two Housing authorities, LMHA's Voucher program size has increased substantially to include 8,684 vouchers. LMHA anticipates the receipt of 200 Section 8 Relocation vouchers to assist with relocation efforts at Clarksdale in the early part of FY2005, and an additional 150 vouchers later in the fiscal year, bringing the projected total at the end of FY2005 to 9,034.

The Authority may also submit an elderly-only or disabled-only designation plan for a small number of units newly constructed or acquired in conjunction with the Clarksdale HOPE VI Revitalization.

LOUISVILLE METRO HOUSING AUTHORITY
CHANGES IN HOUSING STOCK
(Annual Contribution Contract Units)

TABLE 5-1

	ACTUAL					PROJECTED						
	12/31 1998	12/31 1999	12/31 2000	12/31 2001	12/31 2002	6/30 2004	6/30 2005	6/30 2006	6/30 2007	6/30 2008	6/30 2009	
PUBLIC HOUSING												
Family Developments												
KY 1-1 Clarksdale - Demo of Existing On-Site P.H. Units	724	724	724	714	714	713	308	154	0			1
Clarksdale - Construction of New On-Site P.H. Units								75	150	225	311	2
KY 1-2 Beecher Terrace	766	763	763	760	760	760	760	760	760	760	760	
KY 1-3 Parkway Place	636	635	635	634	634	634	634	634	634	634	634	
KY 1-4 Sheppard Square	327	326	326	325	325	325	325	325	325	325	325	
KY 1-5 Iroquois Homes	853	853	853	850	704	704	628	628	628	628	628	3
Elderly/Disabled Developments												
KY 1-10,11,12 Dosker Manor A,B, & C Buildings	675	681	681	679	679	679	679	679	679	679	679	
KY 1-13 St. Catherine Court	172	169	169	169	159	159	159	159	159	159	159	
KY 1-14 Avenue Plaza	224	224	224	224	225	225	225	225	225	225	225	
KY 1-18 Lourdes Hall	62	62	62	62	62	62	62	62	62	62	62	
KY 1-40 (Bishop Lane Plaza)						89	89	89	89	89	89	8
Scattered Sites												
KY 1-17 Scattered Sites	50	50	50	50	50	50	50	50	50	50	50	
KY 1-19 Scattered Sites	40	36	36	36	40	40	40	40	40	40	40	
KY 1-22 Scattered Sites	50	47	47	48	48	48	48	48	48	48	48	
KY 1-24 Scattered Sites	45	45	45	45	45	45	45	45	45	45	45	
KY 1-34 Scattered Sites - Park DuValle Replacement	0	0	0	9	112	124	150	150	150	150	150	4
KY1-35 Section 5(h) - Clarksdale I & II Replacement					4	21	23	25	25	25	25	5
KY 1-41 Scattered Sites						83	83	83	83	83	83	8
KY 1-39 Scattered Sites (Newburg S.F. Homes)						6	4	3	2	1	1	8
Mixed Income Sites												
KY 1-27 Park DuValle Phase I*	0	59	59	59	59	59	59	59	59	59	59	
KY 1-30 Park DuValle Phase II*	0	0	0	92	92	92	92	92	92	92	92	
KY-31 Park DuValle Phase III*					78	78	78	78	78	78	78	
KY1-32 Park DuValle Phase IV*					43	134	134	134	134	134	134	
KY1-36 St. Francis* - Clarksdale I Replacement Housing					0	10	10	10	10	10	10	
Other Clarksdale I & II Off-Site Replacement Housing						58	157	231	280	367	367	6
TOTAL PUBLIC HOUSING DWELLING UNITS	4624	4674	4674	4756	4833	5198	4842	4838	4807	4968	5054	
SECTION 8												
Section 8 Vouchers	684	684	760	982	1087	8684	9034	9034	9034	9034	9034	7
TOTAL SECTION 8 UNITS	684	684	760	982	1087	8684	9034	9034	9034	9034	9034	
TOTAL HOUSING STOCK	5308	5358	5434	5738	5920	13882	13876	13872	13841	14002	14088	

1 - Units demolished in Clarksdale I (405) and Clarksdale II (308) in conjunction with the HOPE VI Revitalization

2 - Newly constructed public housing units built on-site in Clarksdale I (225) and Clarksdale II (86) of the HOPE VI Revitalization

3 - Units approved for HOPE VI demolition at Iroquois Homes

4 - Balance of off-site replacement housing units for Park DuValle

5 - Public housing replacement rental units purchased with Section 5(h) funds

6 - Other newly acquired or constructed off-site public housing replacement units for Clarksdale I and II.

7 - Substantial increase in vouchers reflects the merger of the Housing Authorities of Louisville and Jefferson County in March, 2003.

8 - Former Housing Authority of Jefferson County public housing sites

* The subsidies LMHA receives for these sites must be redirected from LMHA to private managing agents or private owner entities.

SOURCES AND USES OF FUNDS

LOUISVILLE METRO HOUSING AUTHORITY

Sources and Uses of Funds

The following documents comprise an annual, consolidated budget that incorporates all of Louisville Metro Housing Authority's (LMHA) major programs. This is the first consolidated LMHA budget that includes programs from both the former Housing Authority of Louisville and the Housing Authority of Jefferson County.

It is important to note that under the Moving to Work Program (MTW), fungibility of funds is allowed only among the Operating (i.e., conventional, low rent), Capital, and Section 8 Programs. However, this budget contains all major programs in an effort to provide the reader with a broad view of the Authority's overall operations.

The LMHA's FY2005 operating plan provides for an overall, consolidated deficit of $1,705,000. This deficit originates almost entirely from two sources. They are: Operations (i.e., the public housing program, $1,000,000); and the Section 8 Program ($854,000). The significant loss of units (Cotter, Lang, and Iroquois) in recent years has negatively affected operating subsidy and rental income in the public housing program. The deficit in the Section 8 Program is the result of an $812,000 transfer to Operations.

Additionally, in an effort to preserve as much of the LMHA's unrestricted retained earnings as possible, approximately $2.4 million has been transferred from the Capital Budget to Operations. This transfer is allowable under the MTW program.

Some highlights of the FY2005 consolidated budget are as follows:

- A 3% cost of living adjustment has been budgeted, effective July 1, 2004. The exact amount of the increase is currently undetermined. It will be contingent upon the adjustment granted to other local government employees at that time.
- Funding for the Family Self Sufficiency Program, HALO Program, and the Eviction Prevention Program continues.
- Although the Public Housing Drug Elimination Program (PHDEP) has ended, many activities funded from this grant are being continued and funded from the Operating Budget (e.g., security contracts at high rises, salaries, etc.).

Staff has promulgated a budget that attempts to balance declining revenues with our residents' needs. Although a deficit budget will meet those needs in the short term, an operating budget that more closely aligns expenses with revenue will be required in the years ahead.

LOUISVILLE METRO HOUSING AUTHORITY

DETAILED SOURCES & USES OF FUNDS: 2004 - 2005 BUDGET

CONSOLIDATED (1000s)

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SOURCES OF FUNDING	2004 - 2005 OPERATIONS	2004 - 2005 CAPITAL BUDGET	2004 - 2005 SECTION 8	2004 - 2005 OTHER PGMS BDGT	2004 - 2005 BUDGET CONSOLIDATED
FEDERAL SUBSIDY	$17,452	$11,069	$51,047		$79,568
DWELLING RENTAL	5,876				5,876
EXCESS UTILITIES	207				207
NON-DWELLING RENTAL	15			$488	503
INTEREST INCOME	100		$72	$6	178
OTHER INCOME	494			$719	1,213
TRANSFERS FROM OTHER FUNDS	3,164				3,164
TOTAL SOURCES	$27,308	$11,069	$51,119	$1,213	$90,709
USES OF FUNDING					
ADMINISTRATION	6,985	$919	$3,505	$253	$11,662
RESIDENT SERVICES	840	100	516		1,456
UTILITIES	7,868			78	7,946
MAINTENANCE	10,219	309		149	10,677
PROTECTIVE SERVICES	655		4		659
GENERAL	1,268		22	102	1,392
CAPITAL EXPENSE		7,233		482	7,715
RENTAL ASSISTANCE PAYMENTS	473	156	47,114		47,743
TRANSFERS TO OTHER FUNDS		2,352	812		3,164
TOTAL USES	$28,308	$11,069	$51,973	$1,064	$92,414
SURPLUS (DEFICIT)	($1,000)	$0	($854)	$149	($1,705)

Louisville Metro Housing Authority

Est Operating Reserves 6/30/05 (unrestricted)

Consolidated (1000s)

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Program	Est Balance @ 6/30/04	Est Increase or (Decrease) 6/30/2005	Est Balance @ 6/30/05
Public Housing	$ 8,314	$ (1,000)	$ 7,314
Section 8 (All Programs)	$ 3,306	$ (854)	$ 2,452
Other Programs	$ -	$ 149	$ 149
Total Operating Reserves	$ 11,620	$ (1,705)	$ 9,915

** Adequate Operating Reserve levels are necessary to allow for such things as:

- Emergencies and catastrophic events
- Operating Fund subsidy shortfalls
- Planned operating deficits
- To provide adequate cash flow when receipt of federal subsidy is delayed. Current estimates are that LMHA can operate approx. 185 days (6.1 months) without federal subsidy.
- To increase housing inventory (hard units or Section 8 vouchers)

LOUISVILLE METRO HOUSING AUTHORITY

2004 - 2005 BUDGET - SOURCES & USES

CONSOLIDATED (1000s)

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SOURCES:

	2004 - 2005	
Operating Income	$ 11,141	
Operating Subsidy	17,452	
Capital Fund Subsidy	11,069	
Section 8 Rental Housing Subsidy	51,047	
Total All Sources of Funds		$ 90,709

USES:

Administration	$ 11,662	
Resident Services	1,456	
Utilities	7,946	
Maintenance	10,677	
Protective Services	659	
General	1,392	
Capital	7,715	
Rental Assistance Payments	47,743	
Transfers to Other Funds	3,164	
Total All Uses of Funds		$ 92,414
Surplus / (Deficit)		$ (1,705)

Note: This is the first budget prepared in a consolidated format for the former Housing Authority of Louisville and Housing Authority of Jefferson County, now the Louisville Metro Housing Authority (LMHA). Prior year comparisons will begin in the second year of the merged Housing Authorities.

CAPITAL PLANNING

Capital Planning

The preservation and continued viability of its current rental housing inventory is core to the Louisville Metro Housing Authority's capital investment strategies. The Construction Administration Department continues to aggressively carry out the improvements outlined in the Agency's five-year capital plan and to obligate outstanding capital funds in a timely fashion. In 1999, when the Authority began participation in the MTW Demonstration, LMHA had temporarily delayed the obligation and expenditure of capital funds as a more decentralized approach to management and maintenance of our sites was implemented. In January of 2000, implementation of the deferred capital programs was resumed.

While preservation is a feasible and desirable option for many sites, LMHA also recognizes the need to revitalize several of its severely distressed and obsolete sites, such as Clarksdale. To this end, LMHA is embarking on a long-term plan to develop affordable apartments and homes, and to systematically demolish or substantially modify its obsolete public housing stock. The Agency is resolute in its goals to expand current housing inventory and to the one-for-one replacement of units lost to demolition at Clarksdale. Of significant impact to the capital improvement schedule and budget in recent years was LMHA's decision to delay several modernization projects at Clarksdale and Iroquois Homes due to pending demolition and revitalization activities.

HOPE VI Funding and Demolition

In anticipation of the HOPE VI revitalization, renovation activity was brought to a halt at Clarksdale and repairs limited to emergency situations. This included the postponement of the desperately needed heating and domestic hot water system replacement at an estimated cost of almost $4,5 million. In lieu of proceeding with this costly project, LMHA developed a system to operate temporary boilers as necessary for buildings where the systems were failing. After the Clarksdale revitalization, these temporary units will be reused at other LMHA sites. The cost of this remedial effort was $153,067. In preparation of upcoming revitalization activities, LMHA has reserved extensive capital funds towards the Clarksdale HOPE VI efforts. This will be combined with two $20,000,000 HOPE VI Revitalization grants for Clarksdale I and II, current and future PH Capital funds, City and other leveraged funding sources to complete this project.

LMHA submitted and received approval for the first phase of demolition of Iroquois Homes in FY2001. LMHA also applied for, but did not receive, a HOPE VI Demolition Grant in July 2001 for the demolition and relocation costs associated with this project. Demolition of the first twelve buildings was completed in April 2003. LMHA staff submitted an application to the SAC in FY2002 for a second and smaller phase of demolition at Iroquois that was approved by HUD in April 2003. The seventy-two units in the six buildings that will be demolished during FY2005 lay adjacent to several of the buildings recently razed. The resulting cleared area will be utilized for non-housing uses, such as a park, playground, and community building or management office. LMHA also received a $540,000 HOPE VI Demolition grant for this project in August 2003.

Disposition Plans
Some disposition activity on the current Clarksdale footprint is expected during FY2005 in conjunction with the HOPE VI Revitalization project. The Agency plans to submit a disposition plan for both Clarksdale I and II to HUD's Special Application Center in July 2004. The disposition plan will be shared and discussed with both the Clarksdale Resident Council and the agency-wide Resident Advisory Board prior to submittal.

Homeownership
LMHA has an extensive homeownership program as part of its Park DuValle HOPE VI project. As of May 2004, 194 of the 450 privately owned or for-sale homes planned in the Park DuValle Revitalization area have been constructed.

Homeownership is also an important component of the HOPE VI Revitalization efforts for Clarksdale I and II. Revitalization plans currently include 169 Homeownership and 4 Lease-to-Own Homeownership Units on-site, and 466 Homeownership and 8 Lease-to-Own Homeownership units off-site. Families living in public housing often face multiple barriers that seriously impact their ability to purchase a home and sustain their new living arrangements. The 12 units in LMHA's Section 32 "lease-to-own" program will be an option for residents to achieve the goal of owning a home, while providing the long-term support essential to assisting families sustain the purchase of their home. East-Side Partners, LMHA's off-site developer partner, will work with CHDO's and other affordable housing developers to finance and produce the off-site homeownership units. The Authority's new Section 8 Homeownership Program, in combination with LMHA's Family Self Sufficiency (FSS) and Individual Development Accounts (IDA) programs and homeownership counseling services, will also be an invaluable set of tools to public housing and Section 8 families who wish to achieve the goal of homeownership.

Capital Plans
LMHA's emphasis on modernization and extraordinary maintenance to preserve and improve the current public house stock is evidenced by over $5,100,000 in committed capital funding during FY2005. The following charts summarize by site the proposed capital improvement projects at LMHA's sites over the next five years. LMHA's Capital Funds will be utilized for these projects. During the upcoming FY2005 period, a number of significant projects in addition to the Clarksdale HOPE VI Revitalization are planned or currently underway including:

- Carpet hallways at Bishop Lane Plaza KY1-40;
- Window replacement at Scattered Site KY1-41;
- Boiler replacement, street paving, gutters replaced and additional building façade improvements at Sheppard Square KY1-4;
- Miscellaneous site improvements at KY1-22.

Performance and Evaluation (P & E) Reports for open capital fund grant programs, which delineate obligation and expenditures by each budget line item, are also included at the end of this section.

Development

Building on planning and acquisition efforts the last two years, LMHA has outlined a dynamic plan for new development that expands housing choices for residents and furthers LMHA's deconcentration goals. LMHA will continue to use the HOPE VI Revitalization effort for Clarksdale I and II as a means to increase housing choices and develop new, replicable models for public housing unit replacement. Numerous innovative approaches for scattered site development covering a diverse combination of property and unit types throughout the Metro area will be utilized as replacement housing units for Clarksdale households including:

- acquisition of scattered-site properties in privately owned multi-family apartment complexes;
- adaptive reuse of historic and/or previously non-residential building types;
- development of housing units tied to special services or programs; and
- construction of mixed use building types with first floor retail or commercial space and housing on upper floors.

LMHA may also utilize the financial fungibility afforded through the MTW demonstration to provide low interest construction loans or other bridge-type loans to the Agency's Clarksdale Revitalization developer partners for efforts consistent with LMHA's mission. This might include the Authority's own non-profits.

LMHA is functioning as the Master Developer for the Clarksdale HOPE VI Revitalization project. During FY2005 Agency staff will continue to work with the local HUD field office to streamline HUD procedures, with the intent to make the development program more efficient. This may entail more local control of HUD review and approval process, and changes to the mixed finance approval process.

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
CLARKSDALE														
Downsize Dumpster Pads	308,200	308,200	308,200											Complete
AE Fees & Master Planning	380,339	616,250	380,339					236,911						
Phase I	11,344,570	20,000,000	8,877,001	2,456,902		2,011,687		2,236,400	3,800,000	1,842,000	777,030			
Phase II	-	4,500,000						376,000	1,000,000	1,285,000	1,000,000	840,000		
Relocation	207,500	207,500				207,600								
	-	-		-										
Site Total	12,240,609	25,631,950	7,565,540	2,455,902	-	2,219,167	-	2,847,311	4,800,000	3,127,000	1,777,030	840,000	-	
BEECHER TERRACE														
Air Conditioners (Health Related)	327	327		327										Complete
Exterior Lighting (West Side)	-	150,000										150,000		
Fencing	171,811	171,811	31,048	24,721	116,042									
AE Fees Boiler design	-	-												
Landscaping / Drainage Remediation	589,022	589,022	31,443	244,382	313,187									
Boiler Replacement	309,896	309,896		309,896										Complete
Beecher Legal	755	755	755											Complete
Baxter Community Center	2,651	2,651	2,651											Complete
Cart Garage	53,827	53,827			53,827									Complete
Roof Repairs	-	100,000										100,000		
Resident Council Office Improvements	-	-												
Site Total	1,128,289	1,378,289	65,897	579,326	483,056	-	-	-	-	-	-	250,000	-	
PARKWAY PLACE														
Exterior Lighting	-	290,000										290,000		
Parking Lot Paving / Speed Bumps	-	105,000										105,000		
Dumpster Enclosures	309,394	309,394	309,394											Complete
Handicapped Ramp (Res Council / Bldng 49)	9,064	9,064	9,064											Complete
Fencing (FY2001)	173,180	173,180		23,638	149,542									
Rehab Tubs & Toilets	9,761,589	9,761,589	944,237	2,807,957	3,517,500	441,496	2,050,397							
AE Rehab Tubs & Toilets	31,840	31,840		31,840										
Relocation Rehab Tubs & Toilets	141,589	141,589	12,081	6,807	122,821									
Emergency procurement backflow preventer	-	-												
Handrails & Walk repairs at stoops	-	-												
Parkhill Community Center	-	-												
California Day Care	500,000	500,000				500,000								
Day Care Center Dishwasher	8,235	8,235		8,235										
AE Fees California Day Care	36,427	36,427			36,427									
Landscaping	49,814	49,814			49,814									
Replace Roofs on Bldg and Stairwells	1,061,000	1,061,000					1,061,000							
Replace Basement Doors	-	-												
Pave Streets	-	-												
Replace Sidewalks/correct drainage	-	-												
Replace water heaters or get heat exchanger	-	-												
Replace Power Poles and Cross Arms	-	400,000										400,000		
Resident Council Office Improvements	-	-												
Site Total	12,082,432	12,877,432	1,274,756	2,878,277	3,876,204	941,496	3,111,397	-	-	-	-	795,000	-	
SHEPPARD SQUARE														
Gutters Cleaned & Replacement	-	200,000						200,000						
Handicapped Ramp - Res Council Office & SCS	8,273	8,273		8,273										Complete
Resident Council Office Improvements	-	-												
Playground	120,860	120,860	120,860											Complete
Façade Improvements	1,062,782	2,421,010	2,164	292,343	190,513		577,772	1,358,228						
AE Sheppard Square Façade	124,557	124,557			1,517	123,040								
Relocation	2,016	2,016			2,016									
Replace Boilers	4,066,421	4,066,421			142,843	2,123,578	1,799,902							
A&E Boiler Replacement	50,234	50,234			50,234									

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 501	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
Replace Basement Doors	-	72,000						72,000						
Central air for office and laundry	-	-												
Garage - three car	-	85,000										85,000		
Pave Streets	-	50,000						50,000						
Site Total	5,435,143	7,200,371	123,014	300,616	387,223	2,246,616	2,377,674	1,680,228	-	-	-	85,000	-	
IROQUOIS HOMES														
Roof / Gutters / Downspouts	1,187,256	1,187,256	901,435		885,821									Complete
Landscaping	555	555	555											Complete
Fencing	1,288	1,288		1,288										Complete
Parking Lot Paving (Mgmt Office/ Daycare)	10,169	10,169	10,169											Complete
Comprehensive Renovation (fy2001-2002)	753,920	753,920	242,006	437,930	73,984									Martin Complete/Ne
AE Fees & Master Planning	459	459		459										Complete
Relocation	16,929	60,834		3,801	13,328							43,905		Complete
Resident Council Office Upgrade	4,760	4,760	4,760											Complete
Day Care Center	502,955	502,955			2,955	500,000								
Playground	36,698	36,698			36,698									Complete
Ramp to Maintenance Shop	-	25,000										25,000		
AE Fees Day Care	34,839	34,839			34,839									
Site Total	2,549,828	2,618,733	758,925	443,278	847,625	500,000	-	-	-	-	-	68,905	-	
PARK DUVALLE (COTTER / LANG)														
Excavation and Backfill	496,300	496,300			496,300									
Site Total	496,300	496,300	-	-	496,300	-	-	-	-	-	-	-	-	
DOSKER MANOR														
Exterior Panel / Stairwells / Screen Doors	-	-												
Automatic Doors in elevator vestibules Bldg A	-	144,000		-								144,000		
New Door Locks in A, B, C	-	200,000		-						200,000				
Building Lobby B & C	-	150,000								150,000				
A&E Fees Windows	17,940	17,940	2,828		15,114									Complete
Landscaping	2,818	2,818	2,818											Complete
Sidewalk Repairs	152,799	152,799			152,799									Complete
Paint Hallways	-	150,000								150,000				
Floor tile - Bldg A	-	450,000								450,000				
Elevator Cab rehab - 9 elevators	-	30,000								30,000				
A&E Hot Water	160,515	160,515			160,515									
Relocation Costs	15,321	15,321	15,321											Complete
Site Total	349,393	1,473,393	20,965	-	328,428	-	-	-	-	980,000	-	144,000	-	
ST CATHERINE COURT														
Comprehensive Renovation	2,919,244	2,919,244	154,738	2,104,460	220,056	440,000								
CGP - AE Fees	934,090	934,090	592,868		331,242									
Relocation	59,394	59,394		10,400	48,995									Complete
Resident Council Office Upgrade	4,458	4,458	4,458											Complete
Site Total	3,907,186	3,907,186	752,044	2,114,859	600,293	440,000	-	-	-	-	-	-	-	
AVENUE PLAZA														
Exterior Lighting	-	20,000								20,000				
Stairwell Lighting	-	20,000								20,000				
Heat AC Unit Replacement	129,350	129,350		129,350										Complete
Automatic Lobby Doors	27	24,027			27					24,000				
Range Hood Exhaust Systems	35,000	35,000				35,000								
Resident Council Office Upgrade	6,908	6,908	6,908											Complete
Landscaping	1,764	1,764	1,764											Complete
Comprehensive Renovation (2004-2006)	-	4,885,557									2,616,248	2,269,309	4,173,770	
Relocation	-	-												
Site Total	173,049	5,122,606	8,672	129,350	27	35,000	-	-	-	64,000	2,616,248	2,269,309	4,173,770	

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2003	1999 thru 2009	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
LOURDES HALL														
Air Condition Hallways	58,628	58,628	58,628											Complete
Emergency Notification / Intercom System	-	200,000								200,000				
Resident Council Office Upgrade	4,455	4,455	4,455											Complete
Garage	226,066	226,066		1,708	224,358									Complete
Fire Escape Handrail Repairs	15,000	15,000				15,000								
Replace Roof	-	20,000								20,000				
Landscaping	495	495			495									
Site Total	304,644	524,644	63,083	1,708	224,853	15,000	-	-	-	220,000	-	-	-	
SCATTERRD SITE I														
Ky 1-17 Miscellaneous Site Improvements	23,314	23,314				23,314								
Ky 1-19 Miscellaneous Site Improvements	153,800	153,800			153,800									Roof works complet
Ky 1-19 Relocation	2,949	2,949		2,949										Joe Jatrax Const 96
Ky 1-22 Miscellaneous Site Improvements	203,709	533,466		2,301	201,408			328,757						
1131 S 8th Street FA Crew Flooring	46,974	46,974			46,974									Martin const 982 S 6
Ky 1-22 Relocation	9,084	9,084		9,034	50									Force Account
Ky 1-18 and 1-22 Lead removal	600,000	600,000					600,000							
560 Apartments fence	23,981	23,981			23,981									
Site Total	1,063,811	1,393,568	-	14,284	426,213	23,314	600,000	329,757	-	-	-	-	-	
Mixed Finance Capital Contributions														
Phase II - Park DuValle	-	379,142						70,000	72,800	75,712	78,740	81,890	85,166	
Phase III - Park DuValle	92,727	366,770				60,900	31,827	32,782	33,765	34,778	35,822	36,896	38,372	
Phase IV - Park DuValle	51,590	333,690					51,590	53,140	54,730	56,370	58,060	59,800	62,192	
Site Total	144,317	979,602	-	-	-	60,900	83,417	155,922	161,295	166,860	172,622	178,586	185,730	
Annual Capital Purchase/Service Contracts														
Environmental Consultant - Remediation Monitoring	824,085	2,324,085		50,800	214,285	250,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Annual Asbestos and Lead Removal Contract	412,831	1,662,831	16,367	32,380	15,084	100,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
Annual A/E Contract	455,407	1,626,407			47,407	200,000	208,000	216,000	225,000	234,000	243,000	253,000	263,000	
Annual Lead Paint Removal Contract	567,450	567,450	3,858		313,592	250,000		-	-	-	-	-		
Vacancy Prep Contract	929,343	929,343	929,343											
Tree Trimming	364,484	1,909,484			64,484		300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Landscaping	157,000	157,000					157,000							6 month projection
Fencing	81,900	81,000					81,000							6 month projection
Central Maintenance Improvements	-	-											500,000	
Pole Barn floors and doors	-	30,000										30,000	30,000	
Air Conditioners - Health Related	-	100,000										100,000	100,000	
Capital Equipment	2,844,600	6,406,600	822,940	413,137	820,653	716,890	571,010	836,000	618,000	643,000	669,000	696,000	724,000	
Appliance Replacement	685,536	1,903,536	88,406		182,130	208,000	218,000	226,000	234,000	243,000	253,000	263,000	274,000	
Total Annual Contracts	7,321,736	17,697,736	1,640,914	505,317	1,367,635	1,734,860	2,083,010	2,236,000	1,936,000	1,979,000	2,024,000	2,201,000	2,741,000	
Management Improvements														
Master Specification Upgrade	15,836	15,836		1,260	13,276		1,300							
Technical Staff Training/Development	22,934	72,934	2,264	680		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
AutoCAD Upgrading/Maintenance	4,500	4,500					4,500							
Plotter for Construction Administration	10,000	10,000					10,000							
CAD/Logic File Server	15,000	15,000				15,000								
Laser Color Printer for Mod & Dev	6,000	6,000				6,000								
Stipends	285,168	785,168	4,282	4,942	75,944	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Total Management Improvements	359,438	909,438	6,536	6,882	89,220	131,000	125,800	110,000	110,000	110,000	110,000	110,000	110,000	
Administrative Costs														
Construction Administration	2,883,074	7,861,074	100,847	848,793	802,834	750,000	780,000	819,000	956,000	994,000	1,034,000	1,076,000	1,119,000	
General Fund for Operations	10,436,978	22,196,978	1,563,598	1,941,239	2,307,989	2,281,952	2,262,000	2,352,000	2,352,000	2,352,000	2,352,000	2,352,000	2,448,000	
Total Administrative Costs	13,320,052	30,058,052	1,664,445	2,491,032	3,110,823	3,011,952	3,042,000	3,171,000	3,308,000	3,346,000	3,386,000	3,427,000	3,564,000	

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2009	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
Total Capital Projects	39,730,684	62,624,472	10,632,896	8,917,610	7,670,212	6,420,595	6,089,371	4,857,296	4,800,000	4,391,000	4,393,278	4,452,214	4,173,770	
Contingency	277,938	1,573,795			56,478	83,172	138,290	438,478	266,301	102,078	500,000	500,000	500,000	
Total Soft Costs	21,145,543	49,644,828	3,311,895	3,003,231	4,567,478	4,928,712	5,334,227	5,772,922	5,515,295	5,691,860	5,692,622	5,916,586	6,600,730	
TOTALS USES	61,154,165	113843096.3	13,944,791	11,920,841	12,294,168	11,432,479	11,561,888	11,068,696	10,570,596	10,094,938	10,585,900	10,868,800	11,274,500	
Replacement Housing Amount	6,844,843	21,449,300	316,218	2,037,844	2,126,893	2,363,688	2,013,031	2,013,031	2,621,835	3,203,197	3,293,187	1,480,186		
Total	67999008	135292395.3	14,261,009	13,958,785	14,421,180	13,796,167	13,574,919	13,081,727	13,192,431	13,298,135	13,878,087	12,328,986	11,274,500	
BISHOP LANE PLAZA														
Paint Hallways	-	10,000					10,000							
Roof Maintenance Shop	-	5,000						5,000						
Carpet Hallways									25,000					
Paint Hallways										12,000				
Kitchen Rehab			281,756	188,871	3,835									
Landscaping														
Handicapped Access - Sec 504	-	-												
Relocation cost	520	520	520											
Audio/Visual Monitor			4,733											
Replace Chiller Compressor				26,713	101,783									
Carpet Hallways	3,755	3,755			3,756									
Handicap Door	1,649	1,649			1,649									
Upgrade Fire Alarm System					10,975									
Panel Replacement						149,086								
	-	-												
Site Total	5,924	20,924	287,008	215,584	121,797	149,086	10,000	5,000	25,000	12,000	-	-	-	
SCATTERED SITES														
KY-1-36 Newburg Single Family	-	-												
	-	-												
KY-1-41 Other Scattered Sites	-	-												
Tile Floors	-	90,000					90,000							
Kitchen Cabinets - 54 units	-	200,000					200,000							
Furnace and A/C				-				145,000		-				
Water Heaters								45,000						
Seal A/C Panels								75,000						
Window replacement									275,000					
Kitchen Rehab										90,000				
Replace Siding and Gutters										188,000				
Playground														
Install new Entry Doors			47,542											
Picnic Benches and Tables				5,297										
Kitchen Faucets				12,932										
Tile Floors	6,078	6,078		6,078										
Central Air conditioners				107,236										
Handrails					5,006									
Seal and Stripe Parking Lot					750									
ADA Concrete Work					200									
Drainage worl @ Nottameyer					18,343									
Tile Floors					87,000									
Weatherization of Units					30,056									
Storm door Repair					3,486									
EOH Kitchen Renovations					36,778	142,914								
	-	-												
Site Total	6,078	296,078	47,542	131,243	181,679	142,914	290,000	265,000	275,000	288,000	-	-	-	

Louisville Metro Housing Authority

Site	Prior Funding 1998 thru 2002	Total Funding 1999 thru 2008	CGP - 99 708 BUDGET	CFP - 00 501 BUDGET	CFP - 01 502 BUDGET	CFP - 02 503 BUDGET	CFP - 03 504 BUDGET	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
Admin Costs														
Salary and Benefits			8,200	26,300	6,500									
Sundry Expense			2,438	3,640	1,667									
A&E Costs			-	32,225	-									
Site Total	-	-	11,639	62,165	8,187	-	-	-	-	-	-	-	-	
Totals	12002	217002	346,198	408,884	311,883	282,000	308,000	270,000	300,000	300,000	-	-	-	
Total Estimated or Actual Budget			14,807,198	14,367,779	14,732,822	14,088,167	13,874,919	13,351,727	13,492,431	13,596,135	13,879,097	12,328,866	11,274,500	
Total Budget			14,807,198	14,367,779	14,732,822	14,088,167	13,874,919	13,351,727	13,492,431	13,596,135	13,879,097	12,328,866	11,274,500	
Variance			-	-	-	-	-	0	(0)	(0)	0	(0)	-	

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P001501-00	2000

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost [2]	
		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	11,920,841.00	11,920,841.00	11,920,841.00	11,920,841.00
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	11,920,841.00	11,920,841.00	11,920,841.00	11,920,841.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director — Date 4/13/2004

Signature of Public Housing Director — Date

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

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

Annual Statement **3/31/2004** **U.S. Department of Housing** 501-00

Performance and Evaluation Report **and Urban Development**

Part II: Supporting Pages Office of Public and Indian Housing

Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
Clarksdale KY 1-1	Comprehensive Modernization	146000	2,455,902	2,455,902	0	2,455,902	2,455,902	
	Subtotal KY 1-1		**2,455,902**	**2,455,902**	**0**	**2,455,902**	**2,455,902**	
Beecher Terrace KY 1-2	Fencing	145002	24,721	24,721	0	24,721	24,721	
	Landscaping	145024	244,392	244,392	0	244,392	244,392	
	Heat Related Air Conditioning	146063	327	327	0	327	327	
	Boilers / Heating System Brackets	146016	309,896	309,896	0	309,896	309,896	
	Subtotal KY 1-2		**579,336**	**579,336**	**0**	**579,336**	**579,336**	
Parkway Place KY 1-3	A/E Tubs & Toilets	143010	31,840	31,840	0	31,840	31,840	
	Tubs & Toilets	146051	2,807,957	2,807,957	0	2,807,957	2,807,956	
	Daycare Dishwasher	147530	8,235	8,235	0	8,235	8,235	
	Fencing	145002	23,638	23,638	0	23,638	23,638	
	Relocation	149510	6,607	6,607	0	6,607	6,607	
	Subtotal KY 1-3		**2,878,277**	**2,878,277**	**0**	**2,878,277**	**2,878,275**	
Sheppard Square KY 1-4	Facade Improvements	461000 146002	292,343	292,343	0	292,343	292,343	
	Handicapped Ramp	147011	8,273	8,273	0	8,273	8,273	
	Subtotal KY 1-4		**300,616**	**300,616**	**0**	**300,616**	**300,616**	
Iroquois Homes KY 1-5	Master Planning A/E	143010	459	459	0	459	459	
	Fencing	145000	1,288	1,288	0	1,288	1,288	

3/To be completed at the end of the program year

form HUD - 52837

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
	Comprehensive Mod	146001	437,930	437,930	0	437,930	437,930	
	Relocation	149510	3,601	3,601	0	3,601	3,601	
	Subtotal KY 1-5		**443,278**	**443,278**	**0**	**443,278**	**443,278**	
St. Catherine Court KY 1-13	Relocation	149510	10,409	10,409	0	10,409	10,409	
	Comprhensive Modernization	146001	2,104,450	2,104,450	0	2,104,450	2,104,450	
	Subtotal KY 1-13		**2,114,859**	**2,114,859**	**0**	**2,114,859**	**2,114,860**	
Avenue Plaza KY 1-14	Heat / AC Unit replacements	461000 146063	129,350	129,350	0	129,350	129,350	
	Subtotal KY 1-14		**129,350**	**129,350**	**0**	**129,350**	**129,350**	
KY 1-18 Lourdes	Garage	147000	1,708	1,708	(0)	1,708	1,708	
	SUBTOTAL KY36P001018		**1,708**	**1,708**	**(0)**	**1,708**	**1,708**	
KY 1-19 Scattered Site	Lead Relocation 423025 149510 501 019		2,949	2,949	0	2,949	2,949	
	SUBTOTAL KY36P001019		**2,949**	**2,949**	**0**	**2,949**	**2,949**	
KY 1-22 Scattered Site	Lead Relocation 423025 149510 501 022		9,034	9,034	(0)	9,034	9,034	
	Comprehensive Modernization	146000	2,301	2,301	0	2,301	2,301	
	SUBTOTAL KY36P001022		**11,335**	**11,335**	**(0)**	**11,335**	**11,335**	

3/To be completed at the end of the program year

Annual Statement **3/31/2004** **U.S. Department of Housing** 501-00

Performance and Evaluation Report **and Urban Development**

Part II: Supporting Pages Office of Public and Indian Housing

Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
Agency	Admin Salaries		649,793	649,793	0	649,793	649,793	
	Master Spec Upgrade		1,260	1,260	0	1,260	1,260	
	Technical Staff Training/Development		680	680	0	680	680	
	Auto Cad Upgrade/Maintenance		0	0	0			
	Plotter for Modernization Department		0	0	0			
	Capital Purchases		413,137	413,137	0	413,137	413,137	
	Stipends		4,942	4,942	0	4,942	4,942	
	Environmental Monitoring		59,800	59,800	0	59,800	59,800	
	Environmental Hazard Abatement		32,380	32,380	0	32,380	32,380	
	Subtotal Agencywide		**1,161,992**	**1,161,992**	**0**	**1,161,992**	**1,161,992**	
	Contingency	150200	0	0	0	0		
	Funding Operations	1406	1,841,239	1,841,239	0	1,841,239	1,841,239	
	SUBTOTAL CAPITAL ITEMS		**11,920,841**	**11,920,841**	**(0)**	**11,920,841**	**11,920,841**	
					0			
	Replacement Housing		2,037,944	2,037,944	0	2,037,944	2,037,944	
	Grand Total		**13,958,785**	**13,958,785**	**(0)**	**13,958,785**	**13,958,785**	

3/To be completed at the end of the program year

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36R001501-00	2000

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost [2]	
		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	2,037,944.00	2,037,944.00	2,037,944.00	2,037,944.00
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	2,037,944.00	2,037,944.00	2,037,944.00	2,037,944.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director — Date: 4/13/2004

Signature of Public Housing Director — Date

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[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Replacement Housing Activites			2,037,944	2,037,944	2,037,944	2,037,944	

Signature of Executive Director | Date | Signature of Public Housing Director | Date

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157 (exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P001501-01	2001

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised [1]	Total Actual Cost [2] Obligated	Total Actual Cost [2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	12,294,166	12,294,166	12,294,166	11,250,749
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	12,294,166	12,294,166	12,294,166	11,250,749
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director [signature] Date 4/13/2004

Signature of Public Housing Director Date

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Annual Statement **3/31/2004** **U.S. Department of Housing** 501-01

Performance and Evaluation Report **and Urban Development**

Part II: Supporting Pages Office of Public and Indian Housing

Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
Beecher Terrace	Landscaping		313,187	313,187	0	313,187	313,187	
Beecher Terrace	Fencing		116,042	116,042	0	116,042	116,042	
Beecher Terrace	Cart Garage		53,827	53,827	0	53,827	53,827	
Parkway	Fencing		169,387	169,387	0	169,387	169,387	
	AE fees California Day Care		36,427	36,427	0	36,427	36,427	
	Landscaping		50,867	50,867		50,867	50,867	
	Bathrooms		3,520,870	3,520,870	0	3,520,870	2,655,849	
	Relocation		122,921	122,921	0	122,921	122,921	
Sheppard	Façade Improvements		190,513	190,513	0	190,513	190,513	
	AE fees Façade Improvements		1,517	1,517	0	1,517	1,517	
	Replace Boilers		142,943	142,943	0	142,943	141,253	
	AE Boilers		50,234	50,234	0	50,234	13,934	
	Relocation		2,016	2,016		2,016	2,016	
Iroquois	Demolition		73,984	73,984	0	73,984	72,294	
	Roofs		685,821	685,821	0	685,821	685,821	
	Relocation		13,328	13,328	0	13,328	13,328	
	Day Care Center		2,955	2,955	0	2,955	2,955	
	AE Day Care		34,839	34,839	0	34,839	34,839	
	Playground		36,698	36,698	0	36,698	36,698	
Dosker	AE Windows		15,114	15,114	0	15,114	15,114	0

3/To be completed at the end of the program year

form HUD - 52837

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
	AE Hot Water		160,515	160,515	0	160,515	136,975	
	Sidewalks		152,799	152,799	0	152,799	152,799	
St Cath	Comp Mod		220,056	220,056	0	220,056	220,056	
	AE Comp Mod		331,242	331,242	0	331,242	231,691	
	Relocation		48,985	48,985		48,985	48,951	
Avenue	Lobby Doors		27	27	0	27	27	
Lourdes	Landscaping		495	495	0	495	495	
	Garage		224,358	224,358	0	224,358	224,358	
	960 South 6th Street Rehab		153,800	153,800		153,800	132,937	
Sct Sites	962 South 6th Street Rehab		202,371	202,371	0	202,371	202,371	
	Relocation		50	50		50	50	
	KY 1-25 Fence		23,981	23,981		23,981	23,981	
	1131 South 6th Street Flooring		46,974	46,974		46,974	46,974	
PDV	Phase III				0			0
	Excavation and Backfill		496,300	496,300	0	496,300	495,636	
	Environmental		214,285	214,285	0	214,285	214,285	
	Asbestos		15,084	15,084	0	15,084	15,084	
	Annual AE		47,407	47,407	0	47,407	47,407	
	Annual Lead		313,592	313,592	0	313,592	313,592	
	Tree Removal		64,484	64,484	0	64,484	64,484	
	Capital Equip		520,653	520,653	0	520,653	546,976	
	LOJIC / CADD Support Contract		13,276	13,276	0	13,276	13,276	
	Appliance		192,130	192,130	0	192,130	192,130	
	Stipends		82,555	82,555	0	82,555	82,555	
	Admin Salaries		606,880	606,880	0	606,880	606,880	

3/To be completed at the end of the program year

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
	Funding Operations		2,507,989	2,507,989	0	2,507,989	2,507,989	
	Litigation (Lead)		0	0	0	0		
	Contingency		20,386	20,386	0	20,386		
	Total		**12,294,166**	**12,294,166**	**0**	**12,294,166**	**11,250,749**	

3/To be completed at the end of the program year

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
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		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	2,126,993	2,126,993	2,126,993	1,091,376
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	2,126,993	2,126,993	2,126,993	1,091,376
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

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Signature of Executive Director — Date 4/14/04

Signature of Public Housing Director — Date

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[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Replacement Housing Activites			2,126,993	2,126,993	2,126,993	1,091,376	

Signature of Executive Director | Date | Signature of Public Housing Director | Date

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Annual Statement / Performance and Evaluation Report
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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P105501-01	2001

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost [2]	
		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	365,641	365,641	365,641	365,641
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	365,641	365,641	365,641	365,641
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

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Signature of Executive Director — Date: 4/13/2004
Signature of Public Housing Director — Date

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Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Capital Program activities			365,641	365,641	365,641	365,641	

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P001501-02	2002

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost [2]	
		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	11,432,479	11,432,479	11,432,479	4,694,913
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	11,432,479	11,432,479	11,432,479	4,694,913
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

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Signature of Public Housing Director — Date

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Annual Statement 3/31/2004 U.S. Department of Housing 501-02
Performance and Evaluation Report and Urban Development
Part II: Supporting Pages Office of Public and Indian Housing
Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
Clarksdale KY 1-1	Comprehensive Modernization		2,011,667	2,011,667	0	2,011,667		
	Relocation		207,500	207,500	0	207,500		
	Subtotal KY 1-1		**2,219,167**	**2,219,167**	**0**	**2,219,167**	**0**	
Parkway Place KY 1-3	California Day Care		500,000	500,000	0	500,000	283,514	
	Bathrooms		441,498	441,498	0	441,498	2,992	
	Relocation - Bathrooms						7,451	
	Subtotal KY 1-3		**941,498**	**941,498**	**0**	**941,498**	**293,957**	
Sheppard Square KY 1-4	Heat and Domestic Hot Water		2,123,576	2,123,576		2,123,576	2,540,123	
	Façade AE		123,040	123,040		123,040		
	Subtotal KY 1-4		**2,246,616**	**2,246,616**	**0**	**2,246,616**	**2,540,123**	
Iroquois Homes KY 1-5	Day Care		500,000	500,000	0	500,000	283,564	
	Subtotal KY 1-5		**500,000**	**500,000**	**0**	**500,000**	**283,564**	
St Catherine KY 1-13	Comprehensive Modernization		440,000	440,000		440,000		
	Relocation				0		50	
	Subtotal KY 1-13		**440,000**	**440,000**	**0**	**440,000**	50	
Avenue Plaza KY 1-14	Range Hood Exhaust Systems		35,000	35,000	0	35,000		
	Subtotal KY 1-14		**35,000**	**35,000**	**0**	**35,000**	**0**	

Annual Statement 3/31/2004 U.S. Department of Housing 501-02

Performance and Evaluation Report and Urban Development

Part II: Supporting Pages Office of Public and Indian Housing

Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
KY 1-18								
Lourdes Hall	Fire Escape Handrails		15,000	15,000	0	15,000		
	Subtotal KY 1-18		**15,000**	**15,000**	**0**	**15,000**	**0**	
KY 1-17								
	Misc Site Improvements		23,314	23,314		23,314	23,314	
	Subtotal KY 1-17		**23,314**	**23,314**		**23,314**	**23,314**	
	Phase III Capital Contribution		30,000	30,000		30,000		
Park DuValle	Phase III Capital Contribution		30,900	30,900	0	30,900		
	SUBTOTAL Park DuValle		**60,900**	**60,900**		**60,900**		
Agency	Administration		850,000	850,000	0	850,000	35,413	
	Technical Staff Training/Development		10,000	10,000	0	10,000		
	CAD/Logic File Server		15,000	15,000	0	15,000		
	Laser Color Printer for Mod		6,000	6,000	0	6,000		
	Stipends		100,000	100,000	0	100,000	165	
	Environmental		250,000	250,000	0	250,000		
	Asbestos Removal		100,000	100,000	0	100,000		
	Annual A/E		200,000	200,000	0	200,000		
	Annual Lead Removal		250,000	250,000	0	250,000	147	
	Capital Assets		716,860	716,860	0	716,860	10,180	

Annual Statement 3/31/2004 U.S. Department of Housing 501-02

Performance and Evaluation Report and Urban Development

Part II: Supporting Pages Office of Public and Indian Housing

Capital Fund Program

Development Number / Name	General Description of Proposed Work Items	Development Account Number	Estimated Cost			Funds Obligated 3/	Funds Expended 3/	Status of Proposed Work 3/
			Original	Revised 3/	Difference 3/			
	Appliance Replacement		184,686	184,686	0	184,686		
	Subtotal Agencywide		**2,682,546**	**2,682,546**	**0**	**2,682,546**	**45,905**	
	Contingency		**6,486**	**6,486**	0	6,486		
	Funding Operations		**2,261,952**	**2,261,952**	0	2,261,952	1,508,000	0
	SUBTOTAL CAPITAL ITEMS		**11,432,479**	**11,432,479** 0	**0**	**11,432,479**	**4,694,913**	

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36R001501-02	2002

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number _____
☒ Performance and Evaluation Report for Program Year Ending 3/31/04 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised [1]	Total Actual Cost [2] Obligated	Total Actual Cost [2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	2,363,688	2,363,688	2,363,688	1,091,557
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	2,363,688	2,363,688	2,363,688	1,091,557
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director — Date 4/13/2004
Signature of Public Housing Director — Date

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ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Replacement Housing Activites			2,363,688	2,363,688	2,363,688	1,091,557	

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Signature of Executive Director | Date | Signature of Public Housing Director | Date

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

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P105501-02	2002

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Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised [1]	Total Actual Cost [2] Obligated	Total Actual Cost [2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	300,187	300,187	300,187	143,477
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	300,187	300,187	300,187	143,477
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director — Date 4/13/2004

Signature of Public Housing Director — Date

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Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Capital Program activities			300,187	300,187	300,187	143,477	

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Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 06/30/2005)

HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P001502-03	2003

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		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	2,255,847	2,255,847	2,255,847	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	2,255,847	2,255,847	2,255,847	
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director — Date: 4/13/2004
Signature of Public Housing Director — Date

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Capital Program activities			2,255,847	2,255,847	2,255,847		

Signature of Executive Director | Date

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HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P10501-03	2003

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		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	246,989	246,989	246,989	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	246,989	246,989	246,989	
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

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Office of Public and Indian Housing

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Replacement Housing Activities			246,989	246,989	246,989		

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OMB Approval No. 2577-0157
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HA Name	Comprehensive Grant Number	FFY of Grant Approval
Louisville Metro Housing Authority	KY36P10502-03	2003

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		Original	Revised [1]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	49,225	49,225	49,225	
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	49,225	49,225	49,225	
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency Wi	Replacement Housing Activities			49,225	49,225	49,225		

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MANAGEMENT INFORMATION FOR OWNED/MANAGED UNITS

Management Information for Owned/Managed Units

This section of the Annual Plan is intended to describe LMHA's current and anticipated performance for both LMHA managed public housing inventory and privately managed public housing inventory. Figures are representative of performance by site, and averages of overall site performance. The Housing Authority of Louisville was rated a high performer under PHMAP for FY98 with a score of 93, and will retain this score throughout the Moving to Work demonstration, as the Louisville Metro Housing Authority.

Occupancy Levels

The Louisville Metro Housing Authority's occupancy level for its managed public housing developments is currently 84%. The 10% difference between this number and the Agency's average annual occupancy rate of 94% is due to the reservation of vacant units as potential relocation options for Clarksdale households. All sites, especially scattered site properties, are expected to see increased levels of occupancy during FY2005, with a targeted Agency average back at 94% for LMHA managed properties.

The Occupancy level at the Agency's privately managed public housing is 91%. Again, this number is somewhat lower than normal occupancy rates due to units being held in anticipation of the Clarksdale relocation efforts. Occupancy levels are expected to be near 97% at Park DuValle I, II, III, and IV, St. Francis School, and the other Clarksdale off-site mixed income development by the end of FY2005 because of the desirability of this type of housing. (See attached table.)

Rent Collections

Both the former Housing Authority Of Louisville and the Housing Authority of Jefferson County had a strong record in rent collections. It is projected that as of June 30, 2004, the combined rent collection will be 95% for LMHA managed properties, and 98% for LMHA's privately managed units. Projected percentages for FY2005 are the same.

Work Orders

LMHA work orders are generated in several ways: in response to resident or staff reports of problems in units, buildings, or on grounds; in response to LMHA's periodic housekeeping inspections conducted in conjunction with extermination services four times per year; from deficiencies or problems discovered during annual inspections; or in cases of emergency. Work order response time has been a traditional measurement used by HUD to assess a public housing authority's maintenance performance.

During FY2004, LMHA responded to non-emergency work orders within an average of 2.97 business days and emergency work orders within 24 hours. The agency expects to continue to improve upon the past year's high level of performance on work order response during FY2005 due to the implementation of the new work control management system that became operational in November of 2002. LMHA will also continue to explore additional performance measures that may prove to be more reliable indicators of the quality and responsiveness of maintenance work, such as reductions in mechanical equipment failure and a cost analysis of the effectiveness of planned maintenance.

Inspections

Annual Unit Inspections

LMHA will continue to inspect 100 percent of its conventional public housing inventory annually, excluding units undergoing comprehensive modernization or demolition. (See attached Table). Each site's housing service specialist and manager inspect every unit within their development to assess housekeeping standards, and the need for routine maintenance repairs or major capital improvements. In addition, periodic housekeeping inspections are conducted in conjunction with extermination services four times per year. Smoke detectors are also inspected at this time. (See attached Table)

REAC Property Inspections and Resident Surveys

HUD's Real Estate Assessment Center (REAC) measures the performance of public housing agencies using the Public Housing Assessment System (PHAS). The PHAS evaluates the physical condition, financial health, management operations, and resident services of a public housing agency. During the course of the MTW Demonstration however, LMHA is not subject to PHAS or its Voucher Program equivalent, the Section Eight Management Assessment Program (SEMAP).

While LMHA is not subject to the PHAS during the MTW Demonstration, HUD continues to reserve the right to physically inspect LMHA's properties. These inspections assess overall site, public building, and unit conditions and do not supplant LMHA's annual in-house inspection processes. During 2003, HUD's Real Estate Assessment Center (REAC) conducted and completed inspections of LMHA properties. All of the minor health and safety issues noted during the inspections were repaired within 24 hours and documentation of these repairs was mailed to the local HUD offices. Overall, the agency received a combined score of 81.5%. Because the Agency received a score above 80%, inspections are scheduled once every two years, with the next one occurring in 2005.

While the Agency's average score has improved considerably since 1999 (from 58.4% to 81.5%), LMHA contends that PHAS scores are still an imprecise assessment tool. LMHA does not discount the existence of the deficiencies noted in the PHAS reports, and all reported items were either immediately corrected or incorporated into LMHA's capital

improvement plans. It is the weighting of deficiencies and final scoring outcomes that are debatable. LMHA staff believes that the reporting capabilities of the Agency's new work order system will present a more factual appraisal of LMHA sites, and provide a check and balance on the problems associated with the PHAS inspections.

In addition to physical inspections, HUD's Real Estate Assessment Center mails a Resident Service and Satisfaction Survey to a sample of LMHA residents annually to assess their satisfaction level with the following five areas in their development: maintenance and repair, services, communication, safety, and development appearance. LMHA is responsible for marketing the survey to increase survey response. LMHA will display posters in all developments, directly distribute flyers to all residents, and share information with each resident council for their resident meetings. LMHA reserves the right to develop a survey to replace the one done by REAC.

Security

LMHA's management policies reinforce the safety and security of residents. Strong lease enforcement forbids illegal drug use, violence and other illegal activities. In addition, LMHA has a "one-strike and you're out" drug and criminal activity policy and, in cooperation with the city, tracks all arrests made on agency property. All new modernization and maintenance projects utilize crime prevention through environmental design (CPTED) principals in an effort to keep developments as safe as possible.

LMHA provides a variety of security arrangements at its sites. All elderly developments and several miscellaneous scattered sites are equipped with card-access entry systems and security cameras. LMHA contracts with Commonwealth Security for security personnel at Avenue Plaza, Dosker Manor and Bishop Lane Plaza. The security personnel that were at St. Catherine Court prior to comprehensive modernization are now back in place with its reoccupancy in 2003. Security services are also in place at the Villager, a recently acquired site that will be adaptively reused as Clarksdale replacement housing and tied to special services provided by the Center for Women and Families.

LMHA also contracts with the Louisville Metro Police Department for "community" officers at each family development. The two Housing Authority Liaison Officers (HALO) assigned to these sites provide additional security beyond the regular police patrols. Aware of the critical link between resident involvement and community safety, HALO officers train residents to be vigilant about strangers in the community, and to readily report any suspicious behavior.

LMHA has strived to maintain or improve upon the level of security services provided in previous years, despite the loss of PHDEP funds. A keyless entry system was recently installed at the Mabel Wiggins Family Investment Center (the FIC). This will allow the Agency to suspend security services at the FIC, at an annual cost saving of approximately $30,000. Safety and security measures are also an intregal part of the HOPE VI Revitalization Grant for Clarksdale. A new Police District substation, and the Department

of Neighborhoods' Smoketown and Shelby Park Weed and Seed program will enhance LMHA's other efforts in the Clarksdale revitalization area. To further enhance security, LMHA staff has been working with a committee organized by the Metropolitan Housing Coalition to provide incentives to police offers purchasing homes in the new Clarksdale community.

LOUISVILLE METRO HOUSING AUTHORITY
OCCUPANCY LEVELS
PROJECTED VS. TARGET FY 2005

TABLE 8-1

PUBLIC HOUSING	7/1/2004 Projected	6/30/2005 Target
LMHA Managed Developments		
Family Developments		
KY 1-1 Clarksdale *	78%	76%
KY 1-2 Beecher Terrace **	94%	97%
KY 1-3 Parkway Place **	85%	96%
KY 1-4 Sheppard Square **	86%	94%
KY 1-5 Iroquois Homes **	77%	95%
Elderly/Disabled Developments		
KY 1-10, 11, 12 Dosker Manor A, B, & C Bldg **	89%	91%
KY 1-13 St. Catherine Ct.**	46%	99%
KY 1-14 Avenue Plaza **	96%	97%
KY 1-18 Lourdes Hall **	90%	96%
KY1-40 Bishop Lane Plaza **	74%	98%
Scattered Sites		
KY 1-17 Scattered Sites **	92%	98%
KY 1-19 Scattered Sites **	85%	98%
KY 1-22 Scattered Sites ** & ***	57%	98%
KY 1-24 Scattered Sites **	96%	98%
KY 1-34 Scattered Sites **	80%	98%
KY 1-35 Section 5(h) Program **	47%	98%
KY1-41 Scattered Sites **	95%	95%
KY1-39 Scattered Sites (Newburg S.F. Homes)	100%	100%
OCCUPANCY LEVELS	**84%**	**94%**

Privately Managed Developments		
Mixed Income Sites		
KY 1-27 Park DuValle I	98%	98%
KY 1-30 Park DuValle II	97%	97%
KY1-31 Park DuValle III	97%	97%
KY1-32 Park DuValle IV	97%	97%
KY1-36 St. Francis	60%	98%
Other Clarksdale Off-Site Replacement Housing	60%	95%
OCCUPANCY LEVELS	**91%**	**97%**

* Target occupancy rate is for the 308 former Clarksdale units estimated to be remaining as of 6/30/05.

** Vacancies at these sites have been reserved as potential relocation options for Clarksdale households.

***A portion of KY1-22 Scattered Sites is vacant due to renovation currently underway.

LOUISVIILLE METRO HOUSING AUTHORITY
RENT COLLECTION LEVELS
Projected vs. Target FY 2005

TABLE 8-2

PUBLIC HOUSING	7/1/2004 Projected	6/30/2005 Target
LMHA Managed Developments		
Family Developments		
KY 1-1 Clarksdale	94%	95%
KY 1-2 Beecher Terrace	96%	96%
KY 1-3 Parkway Place	91%	92%
KY 1-4 Sheppard Square	93%	94%
KY 1-5 Iroquois Homes	90%	91%
Elderly/Disabled Developments		
KY 1-10, 11, 12 Dosker Manor A, B, & C Bldgs	97%	97%
KY 1-13 St. Catherine Ct.	100%	100%
KY 1-14 Avenue Plaza	98%	98%
KY 1-18 Lourdes Hall	100%	100%
KY 1-40 Bishop Lane Plaza	98%	98%
Scattered Sites		
KY 1-17 Scattered Sites	98%	98%
KY 1-19 Scattered Sites	97%	98%
KY 1-22 Scattered Sites	97%	98%
KY 1-24 Scattered Sites	96%	97%
KY 1-34 Scattered Sites	94%	95%
KY1-35 Section 5(h) Program	100%	100%
KY1-41 Scattered Sites	97%	97%
KY1-39 Scattered Sites (Newburg SF Homes)	100%	100%
RENT COLLECTION LEVELS	**96%**	**96%**

Privately Managed Developments		
Mixed Income Sites		
KY 1-27 Park DuValle I	100%	100%
KY 1-30 Park DuValle II	97%	97%
KY1-31 Park DuValle III	97%	97%
KY1-32 Park DuValle IV	97%	97%
KY1-36 St. Francis	97%	98%
Other Clarksdale Off-site Replacement Housing	97%	98%
RENT COLLECTION LEVELS	**98%**	**98%**

LOUISVILLE METRO HOUSING AUTHORITY
WORK ORDER RESPONSE
PROJECTED VS. TARGET FY2005

TABLE 8-3

PUBLIC HOUSING	7/1/04 Projected		6/30/05 Target	
	Emergency	Non-Emergency	Emergency	Non-Emergency
	% Completed Under 24 Hrs	Avg. Days to Complete	% Completed Under 24 Hrs	Avg. Days to Complete
LMHA Managed Developments				
Family Developments				
KY 1-1 Clarksdale	100%	2.52	100%	<5
KY 1-2 Beecher Terrace	100%	0.85	100%	<5
KY 1-3 Parkway Place	100%	0.92	100%	<5
KY 1-4 Sheppard Square	100%	1.20	100%	<5
KY 1-5 Iroquois Homes	100%	1.59	100%	<5
Elderly/Disabled Developments				
KY 1-10, 11, 12 Dosker Manor A, B, & C	100%	1.9	100%	<5
KY 1-13 St. Catherine Ct.	100%	4.04	Vacant	<5
KY 1-14 Avenue Plaza	100%	3.57	100%	<5
KY 1-18 Lourdes Hall	100%	1.49	100%	<5
KY1-40 Bishop Lane Plaza	100%	1.85	100%	<5
Scattered Sites				
KY 1-17 Scattered Sites	100%	3.08	100%	<5
KY 1-19 Scattered Sites	100%	2.86	100%	<5
KY 1-22 Scattered Sites	100%	4.71	100%	<5
KY 1-24 Scattered Sites	100%	4.33	100%	<5
KY 1-34 Scattered Sites	100%	3.36	100%	<5
KY 1-41 Scattered Sites	100%	7.33	100%	<5
KY 1-39 Scattered Sites (Newburg S.F. Homes)	100%	4.89	100%	<5
AVERAGE WORK ORDER RESPONSE	**100%**	**2.97**	**100%**	**<5**

Privately Managed Developments				
Mixed Income Sites				
KY 1-27 Park DuValle I	100%	2.00	100%	<2
KY 1-30 Park DuValle II	100%	2.00	100%	<2
KY 1-31 Park DuValle III	100%	2.00	100%	<2
KY 1-32 Park DuValle IV	100%	2.00	NA	NA
KY 1-36 St. Francis	100%	2.00	100%	<2
Other Clarksdale Off-Site Replacement Housing	100%	2.00	100%	<2
AVERAGE WORK ORDER RESPONSE	**100%**	**2.00**	**100%**	**<2**

LOUISVILLE METRO HOUSING AUTHORITY
INSPECTIONS
PROJECTED VS. TARGET FY2005

TABLE 8-4

PUBLIC HOUSING	FY 04 Projected % Inspected	FY 05 Target % Inspected
LMHA Managed Developments		
Family Developments		
KY 1-1 Clarksdale	100%	100%
KY 1-2 Beecher Terrace	100%	100%
KY 1-3 Parkway Place	100%	100%
KY 1-4 Sheppard Square	100%	100%
KY 1-5 Iroquois Homes	100%	100%
Elderly/Disabled Developments		
KY 1-10, 11, 12 Dosker Manor A, B, & C	100%	100%
KY 1-13 St. Catherine Ct.	100%	100%
KY 1-14 Avenue Plaza	100%	100%
KY 1-18 Lourdes Hall	100%	100%
KY1-40 Bishop Lane Plaza	100%	100%
Scattered Sites		
KY 1-17 Scattered Sites	100%	100%
KY 1-19 Scattered Sites	100%	100%
KY 1-22 Scattered Sites	100%	100%
KY 1-24 Scattered Sites	100%	100%
KY 1-34 Scattered Sites	100%	100%
KY1-35 Section 5(h) Program	NA	100%
KY1-41 Scattered Sites	100%	100%
KY1-39 Scattered Sites (Newburg S.F. Hom	100%	100%
AVERAGE INSPECTION RATE	**100%**	**100%**

Privately Managed Developments		
Mixed Income Sites		
KY 1-27 Park DuValle I	100%	100%
KY 1-30 Park DuValle II	100%	100%
KY1-31 Park DuValle III	100%	100%
KY1-32 Park DuValle IV	100%	100%
KY1-36 St. Francis	100%	100%
Other Clarksdale Off-site Replacement Hous	100%	100%
AVERAGE INSPECTION RATE	**100%**	**100%**

LOUISVILLE METRO HOUSING AUTHORITY
SECURITY PERSONNEL
PROJECTED FY 2005

TABLE 8-5

DEVELOPMENT	PROVIDED BY	HOURS OF SERVICE	FUNDING SOURCE	AMOUNT
KY1-1 Clarksdale KY1-2 Beecher Terrace KY1-3 Parkway Place KY1-4 Sheppard Square KY1-5 Iroquois Homes	HALO Officers w/ Louisville Metro Police & Alarm System Monitoring (A-Sonic Guard & ADT)	8 hr shift	Operating Budget	$ 248,500.00
KY1-10,11,12 Dosker Manor	Commonwealth Security & Alarm System Monitoring (A-Sonic Gurard)	8:00 p.m. - 8:00 a.m.	Operating Budget	$ 137,700.00
KY1-13 St. Catherine Court	Commonwealth Security & Alarm System Monitoring (ADT)	24 hrs.	Operating Budget	$ 39,640.00
KY1-14 Avenue Plaza	Commonwealth Security & Alarm System Monitoring (ADT)	24 hrs.	Operating Budget	$ 40,000.00
KY 1-18 Lourdes Hall & Misc Scattered Sites	Alarm System Monitoring (ADT & A-Sonic Guard)	24 hrs.	Operating Budget	$ 1,010.00
KY1-40 Bishop Lane Plaza	Commonwealth Security	24 hrs.	Operating Budget	$ 28,400.00
KY 1-42 Villager	Commonwealth Security		Operating Budget	$ 38,800.00
Wiggins Family Investment Center & Other Misc Properties	Alarm System Monitoring (ADT & A-Sonic Guard)	M-F. 7:30 a.m. - 7:00 p.m.	Operating Budget	$ 8,620.00

$ 542,670.00

MANAGEMENT INFORMATION FOR LEASED HOUSING

Management Information for Leased Housing

This section of the Annual Plan is intended to describe the Louisville Metro Housing Authority's current and anticipated performance in managing its Voucher Program. In addition to MTW related initiatives for FY2005, it also includes information regarding the merger of the former HAL and HAJC programs, and information on the Inspection process. LMHA has largely adopted the guidelines and regulations established by QHWRA in the administration of its Voucher program, although actions that could occur during FY2005 may deviate from QHWRA.

Administration Plan

After the two agencies merged in March of 2003, LMHA adopted the former Housing Authority of Jefferson County's "Administrative Plan for Rental Assistance Programs." Revisions were also made to this Administrative Plan during 2003 to address specific Agency actions including a new "program-based" program at the Center for Women and Families, updates to the Family Self Sufficiency Program, and changes related to revised Housing Quality Standards (HQS) and the Property Maintenance Code (see revised Administration Plan in Appendix) The Agency will be comprehensively revising the entire Rental Assistance Administrative Plan during FY2005. LMHA will make the proposed changes available for public comment prior to adoption and submit the revised policy to the local HUD field office.

Leasing Information

As of June 1, 2004, the combined Louisville Metro Housing Authority served 8,626 participants in the Voucher program, representing a current utilization rate of 99.3%. However, for the majority of FY2004, the Agency's utilization rate was over 100%, resulting in a projected total of 1,862 unit months over leased for the 2004 fiscal year. Next year it is anticipated that the number of voucher holders will increase slightly to 8,950. This increase is attributable to the 200 vouchers the Agency recently requested and anticipates receiving, and an additional 150 vouchers LMHA will request in FY2005 for households that will be relocated during the upcoming Clarksdale I and II revitalization project. LMHA will apply for other available and appropriate vouchers, however due to the increasing competitive nature of funding increments, along with the recent changes in the Section 8 program described later in this section, the Agency does not anticipate receiving any additional vouchers in FY2005 or in the near future.

Local Voucher Program

The combined LMHA Voucher program is significantly larger than the former program run by HAL. This expanded voucher pool provides one of the strongest opportunities

presented through merger: to utilize the Section 8 program in ways that reinforce the new Metro government's larger municipal goals. These goals include the following:

- Dispersing housing assistance, particularly toward areas of economic opportunity;
- Affirmatively and actively pursuing fair housing and desegregation; and
- Furthering the housing development in Downtown Louisville.

LMHA has begun revising and revamping the combined Voucher program to take full advantage of the flexibilities allowed in the MTW agreement. Specific areas have been targeted to make the program more successful and more appropriate to the local housing markets and policy objectives.

LMHA can, under its MTW agreement, basically determine the following:

- FMRS, rent reasonableness and rent adjustment factors;
- Percentage of the program to be project-based;
- Vacancy and damage payments to owners;
- Payments to owners for the period of time a unit must sit vacant during Leased Housing processing and inspection before lease up;
- Lease length, certificate expiration and reissuance;
- Waiting list and tenant selection procedures; and
- Content of the housing assistance payment contracts and contractual rental agreements.

LMHA Project-Based Strategies

Over the next year LMHA will formulate and, to the extent possible, implement a Section 8 projected-based strategy utilizing a portion of the Agency's Housing Choice Vouchers. During FY2005, the Agency anticipates allocating approximately 6 to 10 of the vouchers obtained for Clarksdale relocation purposes to acquire a small multi-family apartment building. These units will be owned and managed by the Authority and reserved for relocating Clarksdale families.

This strategy will help the Authority achieve several important goals. First and foremost, it will expand the number of relocation options available to Clarksdale families. LMHA also believes that owning and operating its own project-based Section 8 sites will ensure the availability of rental units for households needing financial assistance in every part of the LMHA service area, especially in areas where the private market has not utilized the program on its own. Justifiably so, the difficulties and financial risks involved in creating an affordable housing product can be serious deterrents to private market development. Exceptionally high land acquisition and property costs would preclude LMHA from developing in certain areas as well. Our presence will demonstrate to the private market place that assisted housing can succeed almost anywhere in the community, while helping

to dispel many of the misperceptions tied to affordable housing development (inferior building appearance or construction, negative impact to surrounding property values, safety and security issues, etc.). Ultimately LMHA's project-based strategy could pave the way for future successful private market affordable housing development, and create new opportunities for mixed-income development partnerships between the Authority and private developers.

The project-based Section 8 strategy also becomes another approach to achieving LMHA's deconcentration goals. While the Authority defined and implemented Exception Rent Payment areas almost a decade ago, less than 4% or approximately 300 voucher increments are currently located in Exception Rent areas. This is governed in part by the number of landlords with properties in exception rent areas that will accept vouchers. As owner and manager, LMHA can expand the availability of properties in non-impacted areas, while continuing to increase its housing inventory. Increasing LMHA's housing portfolio through the Section 8 project-based strategy is part of the Agency's overall business plan to general additional revenue streams. This innovative utilization of Section 8 vouchers will help meet the community's shortfall of affordable housing with the added bonus of augmenting LMHA's operating budget.

LMHA will also examine ways to use Project-Based vouchers to facilitate and encourage development by other non-profits, and leverage additional resources for the development of affordable housing. These changes may include local determination of:

- Content of the Project Based assistance application, including suspension of the requirement to submit a previous participation certificate;
- Property eligibility criteria including types of units currently prohibited by Voucher regulations;
- Eligibility for placement in the unit including allowing LMHA management to recommend current public housing residents for tenancy;
- Length of agreements;
- Effect of subsidy on rent to owner and the duplication of subsidy or excessive subsidy subject to the requirements regarding subsidy layering;
- Criteria to establish a reasonable, competitive process for project-basing units;
- Criteria for selection of project-based units including certification to HUD that site and neighborhood standards have been met;
- Criteria for expending funds for physical improvements on those units including expenditure requirement and the timing of rehabilitation and construction of units;
- Determination of the type of funds that may be used to rehabilitate or construct units; and
- Adoption of procedures to determine whether units meet the LMHA's requirements regarding rehabilitation and construction, including what information is provided by owners to the LMHA.

Program-Based Section 8 program

LMHA will continue to use the maximum flexibility allowed through the MTW demonstration to develop programs with local service organizations to provide both housing and program support (tying vouchers to specific interventions for example, rather than to a hard unit). Such a program is already underway between LMHA and the Center for Women and Families (the Center).

LMHA entered into an agreement with the Center during FY2004 to provide Section 8 assistance for up to 17 households residing in their new long-term transitional housing program (see copy of agreement in Appendix). Participants must successfully graduate from the Center's program within a three-year period to receive a portable voucher. This innovative results-based approach gives the Center the flexibility to lease to both Section 8 voucher holders and market rate renters while creating an incentive for participants to graduate in a timely manner. This also results in a potential mixed-income community without unnecessarily tying up vouchers (all persons in project-based sited must be at 80% or below of area median income).

Another "program based" approach that LMHA implemented during FY2004 was to set aside up to 50 vouchers in a partnership with the State Department of Mental Health/Mental Retardation to provide housing assistance as they implemented the Supreme Court's Olmstead decision to allow people to live in the community. Participants receive a portable voucher tied to direct services. LMHA supports the Olmstead decision challenge to develop more opportunities for individuals with disabilities through accessible systems of cost-effective community-based services. The Agency is also examining a similar model of service delivery for its frail elderly population. Staff is currently working with the Kentucky Cabinet for Health and Family Services and the KHA Assisting Services Task Force to submit a grant application to the US Department of Health and Human Services in response to their NOFA for Senior Supportive Services.

Changes to the Section 8 Homeownership Program

The former HAJC's successful Section 8 homeownership (HO) program was blended with HAL's Section 8 HO program during FY2004. The administration plan for the Section 8 HO program will be formally revised during FY2005 in conjunction with the revision of the general Section 8 administrative plan. As described later in this section, new and proposed changes to the Section 8 program may require extensive changes to the Agency's Section 8 program, however changes to the Section 8 HO Administrative Plan are expected to be minimal, especially as HAL's program was originally based on HAJC's model. However, one of the changes LMHA will specifically seek in the Section 8 HO program during FY2005 is to allow signature of purchase and sale contracts in advance of the start of construction of a unit. LMHA also intends to maintain the 110% local payment standard and the 120% rate in exception rent areas for the HO program, during FY2005 and to continue to utilize a 2-bedroom voucher for all 1 bedroom-eligible

households for homeownership program purposes only. This is currently allowed due to program access for the elderly and disabled; it is codified under LMHA's MTW program.

Rent Reasonableness

As allowed under LMHA's MTW Agreement, Section 8 administrative staff conducts a rent reasonableness test of all units. Rents and rent increase requests are compared with the rents for similar apartments in the neighborhood to assure that charges are consistent with the local market norms. The Agency is currently examining the cost effectiveness of developing a software program that will assist in performing rent comparables versus outsourcing this task during the upcoming fiscal year.

LMHA's Voucher program guidelines currently allow for rents of properties in targeted areas up to 120 percent of the current Fair Market Rents. Because of the small number of vouchers currently leased in those areas (approximately 300 of 8684 total vouchers), the Authority does not anticipate eliminating the exception rent areas during the upcoming fiscal year. This increases housing choices for Voucher participants in non-impacted neighborhoods and helps achieve LMHA's deconcentration goals, in addition to serving as an incentive to potential landlords.

Other plans for expanding housing choices in FY2005 include:

- Updating the new public housing site directory published during FY2004, which contains detailed information on all LMHA housing alternatives and other resources that could assist residents in maintaining stable housing. The directory was developed during FY2004 in part to assist the residents impacted by the Clarksdale HOPE VI Revitalization and the Iroquois HOPE VI Demolition projects with their relocation housing choices; and

- Coordinating the implementation of the new computer kiosk in the Section 8 office on Vine Street provided by RentalHousing.com. The kiosk will allow renters with Section 8 vouchers to search for houses and apartments via the Web. Property owners recruiting Section 8 renters will also receive a basic listing for no cost through LMHA's agreement with this national Internet rental house listing service.

Inspection Strategy

LMHA performs four major inspections under the Section 8 program including a pre-contract Housing Quality Standards (HQS) inspection, an annual HQS inspection, HQS quality control inspections, and inspections initiated from complaints. Inspection practices and staff were transferred from LMHA to the Louisville Metro Inspections and Permits Department, during the 4th quarter of FY2004. This was done to allow the municipality to serve multiple inspection functions at once while reducing costs to both LMHA and Metro Louisville by eliminating duplicative inspections. The Authority has a contractual agreement with Louisville Metro to perform these services. During FY2005, former HAL

and HAJC inspectors will be cross-trained to perform building code inspections in addition to HQS inspections. Similarly, Louisville Metro inspectors will be cross-trained to perform HQS inspections.

The frequency of inspections in FY2005 will continue at previous levels with 100 percent of leased-housing units inspected at least annually, and additional inspections for monitoring purposes as needed. In FY2004, 80% of former HAJC units received passing scores, and 55% of former HAL units received passing scores, or a combined rate of 75%. This is down slightly from FY2003, (85% and 60% respectively), and likely attributable to the changes in the HQS requiring inspection stickers on water heaters and furnaces, and new minimum bedroom ceiling heights in upper stories that went into effect on July 1, 2004This compares to 62% in FY2002, 60% in FY2001, and 44% in FY2000. Louisville Metro inspectors will continue to work diligently with landlords to educate them on their responsibilities to tenants and assuring that their properties meet Housing Quality Standards.

Failed inspections fall into two categories: units that fail annual HQS inspections and units that fail pre-contract HQS inspections. If a unit fails the annual HQS Inspection, the landlord is expected to bring the unit into compliance. A unit will be re-inspected for compliance up to a maximum of three times. If the third re-inspection results in a failure, the unit is placed in abatement and removed from the program. Units that fail pre-contract HQS inspections are re-inspected only once. If the second inspection results in a failure, the unit is not eligible for the Section 8 Leased Housing program.

Because of the recent and pending changes in the Section 8 program described in the last part of this section, LMHA may consider changing the frequency or percentage of inspections that are performed in future years. The earliest these changes would be implemented would be FY2006, giving the newly revamped inspection department a minimum of one year to operate and identify additional cost saving measures.

Changes to the Section 8 Program and Potential Impact to LMHA

The President's FY2004 and proposed FY2005 budgets attempt to contain escalating costs by placing new limitations on Section 8 funding. In some cases, this could reduce the amount of funding or the number of vouchers currently allocated to the nation's PHAs, including the Louisville Metro Housing Authority. In an effort to reduce program costs, HUD has calculated baseline funding levels for each PHA as of August 2003 that will be used for FY2004 funding levels. The baseline number was determined by taking the number of vouchers allocated to the Agency at that time (8684 vouchers for LMHA), multiplied by its per unit cost (PUC) amount during that same period. This baseline funding number will be adjusted each quarter according to the individual PHA's actual units leased at that point in time multiplied by the per unit cost (PUC) amount.

LMHA is not yet able to conduct a complete assessment of the financial impact to the Agency, (we have not received our exact funding levels established by HUD), however the

Agency has estimated that its HUD established PUC will be $398. Based on the actual current average PUC of $430, the Agency will be faced with a $32 per unit per month gap. Multiplying this gap by the LMHA's total vouchers over a twelve-month period could result in a significant shortfall in the Agency's FY2005 Section 8 budget.

Another notable change in the FY2004 Appropriations Act is that Section 8 administrative fees can now only be used for administering the program and cannot be used for non-Section 8 development activities. Since merger and during the majority of FY2004, LMHA's Section 8 program was over-leased, causing a cumulative overage of 1800 voucher months. LMHA must pay off the over-leasing difference (estimated at $828,000) using local funds from its reserve accounts. In addition, to compensate for the previous over-leasing problem, LMHA incrementally reduced the number of vouchers leased each month during FY2004 to reach its current lease-up rate of 99%, or 8626 of its 8684 allocated vouchers. Per the new HUD guidelines, this corrective action will now result in a reduction to the Agency's baseline number. Any attempt to correct for the previously mentioned $32 gap in PUC funding by under-leasing, will cause subsequent baseline reductions.

HUD has made suggestions to PHA's on how they can reduce their costs to align with the estimated baseline funding level that have been established for each PHA, if they don't' have the funds to cover their current voucher allocation. Some of these suggestions include encouraging PHA's to use vouchers for higher income households, restricting payment standards to 100% of FMR or reducing payment standards in another manner, and/or establishing minimum rent levels.

LMHA will be faced with the task of addressing these programmatic changes and analyzing potential corrective action or other creative solutions to address any budgetary shortfalls during the upcoming fiscal year. Any proposed changes to LMHA's Section 8 program will be discussed with residents and other community members through public meetings.

RESIDENT PROGRAMS

Resident Programs

Both of the former Housing Authorities offered residents and program participants a wide array of educational and job-training services designed to prepare individuals for success in school, the workplace, and toward an incremental path to self-sufficiency. LMHA assessed each of those programs over the past year, including determining when consolidation or restructuring of programs was appropriate, although the intent is to provide the same array of support to the community. LMHA continues to collaborate and partner with other social service agencies in the community in an effort to provide quality services and programs to residents and program participants.

Family Self-Sufficiency

Through the Family Self-Sufficiency (FSS) program, LMHA residents and Section 8 participants receive extensive supportive services, through long-term case management, to achieve major life goals. As an added incentive, the rent increases that occur as family income rises are captured in an escrow account to be used toward the attainment of a goal. FSS participants who meet the minimum income requirements can enroll under one of two home ownership counseling programs subsidized by LMHA.

Home ownership is a key goal of LMHA using the FSS programs. LMHA has one of the strongest Section 8 Home Ownership programs in the country and can boast that thirty families have purchased homes using the Section 8 Home ownership program, including a family relocating from Clarksdale. Both Section 8 participants and public housing residents have received Section 8 Homeownership vouchers. HUD has modified the Section 8 home ownership rules to allow persons who have SSI as income to be able to access the Section 8 home ownership program.

Special Access Programs

The former Housing Authority of Jefferson County offered a variety of special access programs, including services targeted to special populations. LMHA has continued those programs, which largely focus on voucher participants, as the vast majority of units were originally subsidized using the Section 8 program. Because the combined voucher program was over leased after merger, several special access programs were not able to accept new participants during a portion of FY2004. In light of new and proposed HUD regulations for the voucher program, along with the relocation activities currently underway at Clarksdale, the Agency may need to limit the new vouchers issued for a few of the special access programs during FY2005 as well (see Management Information for Leased Housing, Changes to the Section 8 Program and Potential Impact to LMHA for additional discussion).

HOPWA (Housing Opportunities for People With AIDS) Program
The HOPWA program provides voucher rental assistance and Case Management services through the House of Ruth. The mission is to combine rental assistance with Case Management services for people with AIDS/HIV+, to aid in the improvement of the quality of life, to ensure access to services, and to serve as a mechanism to access other programs for which they might be eligible.

Common Wealth IDA Program (Individual Development Accounts)
This program is designed to help low-income people save money to buy a house, attend post-secondary education, save for their child's education, invest in their own small business, repair or remodel their home or own their own computer. Each participant has a dedicated savings account (called an IDA) where their savings is matched $2 for every $1 they save. Participants also complete Financial Skill Building workshops and meet with a Case Manager. Eligibility guidelines are determined by income; household net worth (cannot exceed $10,000 excluding the house the participant may own and one automobile); 18 years of age or older; a resident of Jefferson, Bullitt, Henry, Oldham, Shelby, Spencer or Trimble County; employed or in a job training/rehabilitation program, receiving SSI/Disability benefits, or receiving retirement income.

Debt Elimination & Financial Training Program (DEFT Program)
Waiting List applicants who owe a debt to the Authority of $2000 or less have the opportunity to receive financial management training from the Salvation Army and rental preparedness training from the Louisville Urban League. Upon completion of the program, the Salvation Army pays 25% of the total debt owed to the Authority; the family pays 25%; and the HA writes off the remaining 50%. Waiting List applicants with debts to the Authority receive notice about the program and how to proceed, if interested. The program was designed to aid applicants with removing barriers to housing, while providing the family with an opportunity to receive financial management and rental preparedness in the process. Community agencies are also notified of the program, and encouraged to share the information with the people they serve.

Mainstream Program
Waiting List families or individuals whose head of household or spouse is disabled or handicapped are referred through the Center for Accessible Living (CAL) to receive voucher rental assistance and short-term Case Management via CAL and other coordinated service providers. This program assists handicapped and disabled individuals and families lead more independent lives. The HA sends letters to potentially eligible families or individuals on the Waiting List, informing them about the program and directing them to contact the CAL; plus, other social service agencies can refer directly to the CAL. The CAL in turn completes an assessment and notifies the HA of eligible applicants.

Family Unification Program (FUP)
Child Protective Agency (CPS) initiates all referrals to this program, which serves families who are active with CPS and for whom housing is an issue. Program participates receive

both rental assistance and coordinated supportive services, in an effort to preserve and maintain the family unit. To date, this program has been the most impacted by the Agency's current voucher limitations.

Homeless Families Assistance Program (HFAP):
The intent of this program is to help homeless families or individuals become stable so they may continue to make positive changes in their lives. Participants, who are referred by day and overnight shelters, transitional housing facilities, the Neighborhood Place Louisville Metro Human Services staff or Family and Children's Counseling Center's Homeless Families Prevention Program staff, receive a voucher and short-term Case Management by the referring agency. Because of the growing magnitude of the homelessness issue in the area, (nearly 12,000 people were homeless at some point last year in the Louisville Metropolitan region), this special access program has also been seriously impacted by the limited availability of vouchers.

Olmstead Program
This new special access program was developed for Section 8 eligible individuals who are institutionalized and impacted by the Olmstead decision. Participants are referred by the Center for Accessible Living or Wellspring and receive Section 8 rental assistance along with support services from the referring agency. The Agency has set aside up to 50 vouchers for this program.

Center for Women and Families Program
The intent of this new program is to serve individuals and families affected by domestic violence, sexual assault or economic hardship. Participants in this program are selected by the Center for Women and Families (CWF) via their written criteria, if the CWF chooses to refer for the site-based Section 8 component, that participant must also be Section 8-eligible. Participants receive site based Section 8 rental assistance and intensive supportive services from the referring agency while living on CWF's campus, and are potentially eligible for a portable voucher upon completion of CWF's program.

Single Room Occupancy Program (SRO)
Section 8 eligible single women or men who are homeless or in danger of becoming homeless can self-refer or be referred by other agencies and service providers directly to the SRO program. Participants receive rental assistance at the SRO and case management via staff at the SRO.

Programs formerly funded through the
Public Housing Drug Elimination Program (PHDEP)

Public housing residents have benefited from a variety of programs and services in past years made available through PHDEP funds including:

- CHOICE – teen intervention for middle school students at Meyzeek and Noe Middle Schools;

- Resource Centers and after school tutoring programs at each of LMHA's family developments;
- GED programs;
- A 16-station computer lab at the Mabel Wiggins Family Investment Center (FIC);
- Other youth and resident programs including Metro Parks, day camps and field trips; and
- Special "HALO" officers with the Louisville Police Department at LMHA's family sites, and security personnel at LMHA's highrise sites, and the Mabel Wiggins Family Investment Center.

LMHA has allocated funding in its FY2005 operating budget to continue these services and other items that were previously funded through PHDEP, such as stipends for resident council members, and computer software and related supplies. The Agency also received a $500,000 ROSS Resident Service Delivery Model grant in December of 2003 to help continue those same activities and services. Staff will continue to research and apply for additional grant sources and financing methods during the upcoming year to maintain both established and new programs, such as Café Dosker, an on-site convenience store operated by Dosker Manor residents, which was funded through a 1999 ROSS grant.

LMHA received notification in March 2003 of a $19,000 Community Foundation Grant for start up costs equated with a pilot Youth Independent Development Account (IDA) program. The Center for Women and Families worked with LMHA to implement the area's first such program. IDA programs offer matched savings accounts to encourage regular savings, financial skills building education to improve money management and a variety of eligible assets that can be purchased at the end of the program. LMHA's innovative Youth IDA program provides a multi-generational approach to self-sufficiency. Participants are recruited from LMHA's other youth programs as well as from the children of adult Common Wealth IDA Program participants including families relocating from Clarksdale due to the HOPE VI Revitalization. All participants are required to perform community service in exchange for participation in the Youth IDA program. This one-year grant provided start up match money for the youth participating in the program.

Earned Income Tax Credit

In conjunction with the Metro Government's Beyond Merger blueprint, LMHA will carry on its efforts to encourage and assist residents and program participants to take advantage of the Earned Income Tax Credit. LMHA will also continue to partner with the Louisville Asset Building Coalition to provide free tax preparation services, which not only provides an alternative to paid tax preparation services, but connections with other financial services.

Traditional and Realizing Academic Potential (RAP) Scholarship Programs

The Housing Authority of Louisville began two scholarship programs to serve its residents that will continue under LMHA. Begun in 1987, the traditional LMHA Scholarship program, in which awards are made to college-bound high school seniors, or adults wishing to return to school. A special aspect of this program is that it is funded, in part,

through LMHA's seized funds account. These funds represent monies awarded to LMHA through the court process, as a result of drug seizures that were performed by the LMHA Special Investigations Unit. These scholarships are also funded by the Youth Development Initiatives Grant and by the Louisville Housing Assistance Corporation, a LMHA subsidiary.

The second of LMHA's Scholarship programs is called "RAP" (Realizing Academic Potential). Begun in 1996, RAP was designed to identify, target, support, and provide financial assistance to youth, beginning in the ninth grade year of high school. Each year, if the student maintains acceptable grades, LMHA contributes money to a college scholarship fund established for that student. The program has incentives and a mentoring component to keep the students interested and motivated to learn and achieve their academic goals. The last of the RAP scholarship participants will graduate during 2005. No additional participants are being enrolled in this program, as the existing funding for this program has been completely obligated.

Bridging the Digital Divide

Since the early 1990's, research has shown that a "digital divide" exists between affluent and low-income persons. Additionally, disparity in computer skills between young and mature users has been noted. Much has been done to bring the technically disenfranchised into classrooms and to establish learning centers for instruction and training in their immediate communities. However, despite those efforts, recent studies report that the gap persists for low-income, minority and non-English speaking children and adults.

In the summer of 2001, HAL partnered with Jefferson Technical College (JTC) and the McConnell Training and Technology Center (MTTC) to apply for a $250,000 grant through the Governor's Office of Technology (GOT) to fund an innovative program to address the ever-increasing technology gap between middle and low-income families, specifically for public housing residents.

eVillage-Louisville is a program that connects public housing residents to the resources necessary to improve education and self-sufficiency opportunities by providing the training and technology necessary for residents to become computer literate, own their own computer, and have access to the Internet. The program began in January 2002 and was open to all public housing residents and students living in Clarksdale, Beecher Terrace, Parkway Place, Sheppard Square, Iroquois Homes and Park DuValle. Initially housed at the Wiggins Family Investment Center, eVillage originally offered two phases of training: basic computer instruction (Ready-Set-Go!) and more advanced computer repair classes (A+ training). After a brief seven months, the program was so successful it was replicated at the Sheppard Square public housing development. Louisville Homes Trust donated the equipment to set up this second computer lab.

Ready-Set-Go!

This basic computer literacy training was designed to facilitate residents across skill levels. Students with no knowledge of computers, and those with a basic understanding of

computers and software application are able to learn together in an engaging environment. Participants with children in the home are given first priority for placement as the program seeks to strengthen participants' ability to help their children with homework and to become responsible users of technology. Previous Ready-Set-Go participants' educational backgrounds vary from those without a GED to residents who had college transcripts. Regardless of education background, Ready-Set-Go is offered at eVillage-Louisville to public housing residents who seek to advance their technology skills. Day care and transportation services are provided to participants to further support academic success. Upon completion of the 20 hours of basic training, participants received 1 college credit hour from Jefferson Technical College and a personal computer as well as a year's free Internet access.

Ready-Set-Go classes are taught in a 16-station computer lab funded originally by HAL's PHDEP program. To complete the program, participants must attend every class and cannot be late. Punctuality and commitment to completing the program are considered as crucial to the development of the workplace skills demanded by employers.

During FY2005, residents will continue to be recruited to participate in these computer programs by LMHA staff, FSS social workers and case managers, resident councils, Jefferson Technical College, and through resident newsletters. Information will routinely be sent to every eligible household explaining the program.

A+ Training
LMHA has previously provided computer repair and troubleshooting training through A+ classes. These classes were rigorous and demanded an incredible commitment of both students and teachers, along with extensive use of the computer lab. With the extremely high interest and need for the other computer training classes, the A+ training was discontinued, however graduates of LMHA's computer training courses are eligible for one advanced class at either Jefferson Community or Jefferson Technical Colleges.

ROSS Neighborhood Network
The former HAL used the eVillage pilot program to further expand its efforts to reduce the digital divide among public housing residents and support self-sufficiency efforts. To that end, HAL staff applied for and received a $250,000 ROSS Neighborhood Network grant from HUD in 2002. The funding was utilized to expand eVillage-Louisville and sustain the program for an additional three years. An additional program location was also established at Iroquois Homes in a portable classroom donated by JTC that is equipped with lap top computers and a smart board. The Special Program Department also submitted and was awarded a $200,000 Neighborhood Network in September, 2003. These funds will be used to establish a computer lab at Clarksdale once the site has been revitalized and to provide computers and training programs for current residents.

HOPE VI Grant Community Supportive Services
LMHA collaborated extensively with residents, community members, and service providers to develop comprehensive community supportive services (CSS) components as

part of all its HOPE VI grants. A copy of the latest CSS plan for Clarksdale II, the Agency's most recently awarded HOPE VI Revitalization Grant, is included in the appendix of this MTW FY2005 Annual Plan. LMHA also provides CSS services through the previously funded Clarksdale I HOPE VI Revitalization, the Park DuValle HOPE VI Revitalization and the Iroquois HOPE VI Demolition grants.

Youthbuild Program
LMHA staff will continue to work extensively with Youthbuild to recruit young adults from 18 to 24 for their training program that prepares participants for entrance into construction apprenticeships. Instructional training, transportation passes with TARC, subsidized daycare, stipends based on attendance, and a $2,400 college scholarship upon completion are all components of this program.

LMHA will also continue to provide apartments at Beecher Terrace for Youthbuild participants as per the Memorandum of Understanding signed at the inception of the program. These units provided transitional housing for Youthbuild participants at a location convenient to their training center.

Youthbuild plans to construct additional rental and homeownership units off-site in the Clarksdale Revitalization area including the St. Peter Claver site where they are nearing completion of the Chapel renovation. The Chapel has been converted into a computer center and meeting area that will be utilized by residents of Sheppard Square, Clarksdale relocatees and the surrounding community.

Supportive Services and Assisted Living Services
Like many other housing providers, LMHA faces the challenge of providing housing and services that meets the needs of a mixed population of elderly and disabled residents. As of June 30, 2004, LMHA projects that it will serve 738 elderly households (9% of total households) and 901 disabled households (26%) in its public housing sites. A large percentage of these households reside in LMHA's five high-rise developments. Dosker Manor Buildings A, B and C have a total of 679 units with 35% elderly households, 49% disabled households and 16% non-elderly or disabled households. Avenue Plaza has a total of 225 units with 48% elderly households, 41% disabled households, and 11% non-elderly or disabled households. Lourdes Hall has a total of 62 units with 69% elderly households, 29% disabled households, and 2% non-elderly or disabled households. Bishop Lane Plaza has a total of 89 units with 42% elderly households, 38% disabled households and 20% non-elderly or disabled households. St. Catherine Court, a totally renovated site with 159 units, was designated elderly only during FY2004. This site will primarily house an elderly population, save for the former non-elderly St. Catherine households that returned to the site after re-occupancy began last summer.

Friction is often reported between the elderly and disabled resident populations. These reports are often due to instances of improper medication, mental illness, substance abuse, or a combination of factors, which can occur in both populations. LMHA is examining strategies to address these conflicts, in addition to offering services to support the needs of

an aging population. Supportive and assisted living (AL) services are an increasingly popular way to provide long-term care for individuals who need assistance, but who do not require intensive medical or nursing care. Without the option of supportive or assisted living services, many low-income seniors and persons with disabilities are led to premature or "revolving door" institutionalization.

The Agency had previously described plans to implement an assisted living (AL) pilot at Dosker Manor within its FY2002 MTW Plan. After attending an Assisted Living session at the KHA/HUD Conference in February 2002, staff joined in with over a dozen Kentucky public housing authorities to form a KHA Task Force that has worked diligently towards researching funding sources for supportive or AL services. To prepare for participation in a potential assisted living pilot, the former HAL conducted a feasibility study of its existing elderly sites utilizing a portion of its MTW Technical Assistance funds. The study's results suggested that St. Catherine Court was better suited for a potential supportive or AL services site instead of Dosker Manor, as it met the rigorous certification requirements without additional capital expenditures. This is an important consideration given the probable "pilot" nature of any supportive or AL services that the Agency may be able to offer in the near future.

During FY2005, LMHA staff and other task force members will continue to work together towards the passage of legislation for Medicaid waivers which are essential to the financial viability of a pilot offering supportive or AL services. Staff is also working with the Kentucky Cabinet for Health and Family Services and the KHA Assisting Services Task Force to submit a grant application to the US Department of Health and Human Services in response to their NOFA for Senior Supportive Services. Although the funds from this grant can't provide direct services, they could assist Kentucky State government in continue its planning efforts with KHA's Task Force. Program implementation cannot start until firm commitments for funding can be secured. The full fungibility of the MTW Demonstration, which allows LMHA to potentially utilize other 3rd party payments, as well as the Medicaid waivers for residential fees and service delivery, is also essential to the implementation of this pilot.

LMHA currently conducts a limited program of case management, counseling, home care, and recreational services for Dosker Manor residents funded through a small Resident Opportunity and Self Sufficiency (ROSS) Resident Service Delivery Model grant awarded in 1999, and a $300,000 ROSS grant awarded to Elderserve in October 2002. Staff will continue discussions with Dosker Manor residents, management and maintenance, and potential supportive service providers regarding future supportive and assisted living services if a pilot at St. Catherine is implemented successfully.

Iroquois Hazelwood Health Coalition

LMHA's Special Programs staff will continue to serve on the newly created Iroquois Hazelwood Health Coalition. The Coalition is in the process of preparing a grant application to submit to the Louisville Community Foundation for funding of a Health Initiative targeting the children/resident of Iroquois Homes.

Casey Foundation's/Making Connections
LMHA staff continues to serve on the Casey Foundation's Making Connections Louisville Strategy Advisory Teams. The Teams are meeting to formulate community identified and owned strategies for families in the four-targeted neighborhoods of Phoenix Hill, California, Smoketown, and Shelby Park (Clarksdale, Dosker Manor, Sheppard Square and several of the Agency's scattered sites, along with a number of Section 8 voucher holders, live within those neighborhoods.)

Active Living by Design
The Agency received a $200,000 Active Living by Design grant from the Robert Wood Johnson Foundation in November 2003 to make changes in the environment and to implement programs that support physical activity. The Clarksdale Revitalization area was selected as the focus area for this four-year initiative because of the extensive amount of development either underway or planned during that same timeframe. Residents from Clarksdale, Dosker Manor, Sheppard Square and the surrounding community will be involved in the planning and implementation of the program's activities.

Homeownership Supportive Services
LMHA will continue to provide Homeownership Supportive Services during FY2005, funded through the $400,000 ROSS grant program received in FY2002. Activities planned with this three-year grant include:

- conducting orientations to promote financial skills training, credit counseling and homeownership;
- providing financial skills training through the Center for Women and Families;
- providing homeownership counseling through the Housing Partnership, Inc. to public housing residents with annual incomes of $12,500 or who meet the income requirements of the LMHA's Section 8 Homeownership program; and
- supporting families working toward homeownership, such as those residing in "lease-to-own" units, with services to overcome remaining barriers to homeownership including legal counsel for credit, divorce or custody issues; drop-in childcare vouchers; used vehicle assessment; work attire and equipment; and eyeglasses or dentures.

Utility Pilot Program
In response to comments at last year's Moving to Work Annual Plan public hearing, LMHA implemented a utility pilot program in December of 2003. The pilot was designed to vary the utility portion of the Section 8 HAP payment to correspond to actual seasonal fluctuations in utility costs. Nine participants in the Section 8 and Family Self Sufficiency programs will test the program for a one-year period. The Agency plans to open the program to a larger number of Section 8 participants during FY2006 if the results are found to beneficial.

Resident Participation

LMHA's commitment to full resident involvement in the Agency's processes will continue in FY2005. Two residents serve on the combined Board of Commissioners, one as the Board Chair. Resident council president are encouraged to attend Board meetings and report on development activities or concerns.

Residents will continue to be an essential part of the HOPE VI Revitalization implementation process at Clarksdale. The input gathered over more than four years of resident surveys and focus groups, involvement on task force committees, and participation during design charettes, training sessions and public hearings been invaluable to the development of the plans for a totally revitalized Clarkdale community. Iroquois residents will continue to be involved in the ongoing planning for demolition, stabilization, and redevelopment at their site.

New resident councils were certified and took office in during 2003. LMHA staff will distribute copies of the final FY2005 MTW Plan to the newly appointed Resident Councils members during the next meeting of the representatives from each of the new councils.

OTHER INFORMATION REQUIRED BY HUD

LOUISVILLE METRO HOUSING AUTHORITY

LOUISVILLE METRO HOUSING AUTHORITY

INTER-OFFICE MEMORANDUM

TO: File

FROM: Janice Burns, Executive Secretary

SUBJECT: Phone poll of LMHA Board - Approval to Submit Moving to Work Annual Plan

DATE: June 29, 2004

I polled the Board of Commissioners today regarding approval to submit to HUD the Louisville Metro Housing Authority's Annual Plan for the "Moving to Work" Program.

The following Commissioners voted affirmatively to submit the Annual Plan:

Manfred Reid, Sr., Chair
Joanne Smith, Vice-Chair
Ernest Edwards, Jr.
Thelma Martin
Bobby Shore
Charles Horton, Mayor's proxy

David Howard, Jr. was unavailable.

/jb

RESOLUTION NO. _____

RATIFICATION OF TELEPHONE POLL APPROVING LMHA'S MOVING TO WORK (MTW) PROGRAM FY2005 ANNUAL PLAN

ITEM NO. _____

WHEREAS, the Louisville Metro Housing Authority (LMHA), as the Housing Authority of Louisville (HAL), executed a Moving to Work (MTW) Agreement on August 2, 1999 with the U.S. Department of Housing and Urban Development (HUD) which provides LMHA with the authority to investigate and adopt new policies and to flexibly use HUD funding; and

WHEREAS, as part of the MTW agreement, an Annual Plan for Fiscal Year 2005 must be developed and submitted to HUD to formally enable the Authority to fully use the policy and budget flexibility provided to participants in the MTW Program; and

WHEREAS, a Board Resolution approving the proposed MTW Annual Plan and required Certifications must be included in the submission provided to HUD; and

WHEREAS, LMHA staff distributed the Annual Plan to the Board of Commissioners and conducted a Public Hearing to discuss the proposed FY2005 MTW Annual Plan prior to its submission to HUD.

NOW, THEREFORE, BE IT RESOLVED BY THE LOUISVILLE METRO HOUSING AUTHORITY BOARD OF COMMISSIONERS that the poll taken on June 28, 2004 to authorize Executive Director and Contracting Officer, Tim Barry, to submit the Moving to Work FY2005 Annual Plan to the U.S. Department of Housing and Urban Development is hereby ratified.

RESOLUTION BACKGROUND STATEMENT

RATIFICATION OF TELEPHONE POLL APPROVING LMHA'S MOVING TO WORK (MTW) PROGRAM FY2005 ANNUAL PLAN

ITEM NO. _____

I. STATEMENT OF FACTS

Moving to Work (MTW) is a deregulation demonstration program legislated by Congress in 1996 that provides increased autonomy for selected Public Housing Authorities (PHAs) to meet specific local housing needs. The MTW Demonstration Program provides participating PHAs flexibility to test various housing approaches that achieve greater cost effectiveness, provide incentives to residents to obtain employment and become economically self-sufficient, and to increase housing choices for low-income families. MTW legislation allows participating housing authorities to combine federal resources from the Operating Budget, Capital Fund and the Section 8 Tenant-Based Rental Assistance programs, and the flexibility to efficiently utilize these HUD funding sources.

In October 1997, the Housing Authority of Louisville was chosen as one of 24 MTW demonstration awardees. HAL's MTW agreement, which specifies the regulatory relief afforded the organization, was finalized and signed on August 2, 1999, and is for a five-year period. This agreement now covers the newly established Louisville Metro Housing Authority (LMHA).

MTW demonstration agencies are required to prepare and submit MTW Annual Plans in lieu of the Public Housing Annual Plan as is currently required of other agencies. The FY2005 Annual Plan will be effective from July 1st, 2004 to June 30th, 2005. As in previous years, the proposed FY2005 MTW Annual Plan largely focuses on issues related to or stemming from the Clarksdale HOPE VI Revitalization effort and the partial demolition of Iroquois Homes. The plan also includes information on several policy revisions necessitated by the recent merger of the former Louisville and Jefferson County Housing Authorities, including consolidation of the Section 8 Voucher and Homeownership Programs, and proposed revisions to the Admissions and Continued Occupancy Policy.

Copies of the proposed FY2005 MTW Annual Plan were distributed to the Board of Commissioners and discussed at a Public Hearing on June 22, 2004 prior to the plan's submission to HUD. Several policy areas still under development will not be implemented until additional public processes are completed.

RESOLUTION BACKGROUND STATEMENT

RATIFICATION OF TELEPHONE POLL APPROVING LMHA'S MOVING TO WORK (MTW) PROGRAM FY2005 ANNUAL PLAN

ITEM NO. _____

II. ALTERNATIVES

A. Ratify the poll approving the submission of the Moving To Work FY2005 Annual Plan.

B. No other alternatives as the submission of the Moving to Work FY2005 Annual Plan proceeded based on the poll of the Louisville Metro Housing Authority Board of Commissioners.

III. RECOMMENDATION

Staff recommends Alternative "A".

IV. JUSTIFICATION FOR RECOMMENDATION

- Staff recommends Alternative "A" as the submission of the Annual Plan has already been approved in a phone poll of the LMHA Board of Commissioners.

- Approval of this resolution is a contractual requirement under the MTW program that will allow LMHA to move forward and take advantage of the flexibility afforded to Moving To Work sites.

Prepared and Submitted by: Kathleen O'Neil,
Planner, Executive Department
July 20, 2004

Housing Authority of Louisville
Moving To Work Demonstration Program
Certifications for FY 2005 Annual Plan

1. The PHA held a public hearing regarding Plan.
2. The PHA 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.
3. In relation to Development Choice:
   - LMHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
   - 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.
4. In relation to rent policies, the LMHA certifies that:
   - The PHA Board approves of this policy and has approved the required analysis of the impact of such policies specified in Article I, Section I of the MTW Agreement and
   - The PHA is in compliance with all provisions of that section.
5. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
6. 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.
7. 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 CFR Part 135.
8. The PHA will submit with the Plan a certification with regard to a drug free workplace required by CFR Part 24, Subpart F.
9. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

10. 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.
11. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
12. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities. In accordance with 24 CFR Part 58.
13. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United Stated Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
14. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
15. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
16. 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) and 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
17. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and the MTW Agreement executed by the PHA and HUD and will utilize funds made available under the Capital Fund, Operating Fund and Section 8 tenant-based assistance only for activities that are allowable under applicable regulations as modified by the MTW Agreement and included in its Plan.

Certified By: Tim Barry Date: June 21, 2004

Tim Barry
Executive Director

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Louisville Metro Housing Authority (KY-001)

Program/Activity Receiving Federal Grant Funding

Moving To Work Demonstration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHA-Wide

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

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

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

Name of Authorized Official	Title
Tim Barry	Executive Director
Signature	**Date**
X	6/21/2004

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Louisville Metro Housing Authority
420 South Eighth Street
Louisville, KY 40203
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Moving To Work Demonstration

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Tim Barry
Print Name: Tim Barry
Title: Executive Director
Telephone No.: 502-569-3420 Date: 6/21/2004

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Louisville Metro Housing Authority

Program/Activity Receiving Federal Grant Funding

Moving To Work Demonstration

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

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

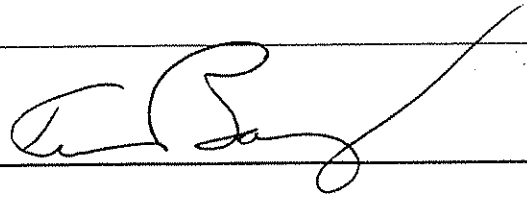
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

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

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

Name of Authorized Official	Title
Tim Barry	Executive Director
Signature	**Date (mm/dd/yyyy)**
	6/21/2004

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handboooks 7417.1, 7475.13, 7485.1, & 7485.3

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information:)

Applicant Name: Louisville Metro Housing Authority

Project Name: PHA-Wide

Location of the Project: PHA-Wide

Name of the Federal Program to which the applicant is applying: Moving To Work Demonstration

Name of Certifying Jurisdiction: Louisville Metro

Certifying Official of the Jurisdiction Name: Melissa Barry

Title: Director, Louisville Metro Housing & Community Development

Signature: Melissa Barry

Date: June 21, 2004

APPENDICES

Louisville Metro Housing Authority

Moving to Work Public Hearing

Tuesday, June 22, 2004

5:45 p.m.

Dosker Manor

Building A Nutrition Room

[illegible] East Muhammad Ali Blvd.

Louisville Metro
Housing Authority
420 South Eighth Street
Louisville, Kentucky
40203

For Further Information or
to Arrange Transportation,
Please Call
Phone: 502/569-3420
Fax: 502/569-3459

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Legal Notices

Mike's Used Car's and Wrecker Service, 417 Lone Valley Road, Calvert City, KY 42029, (270) 395-7495 has intention to obtain title to the vehicle 1996 Ford Pickup, VIN#1FTJW36F9TEA89378 owner's name, Frances Kwiatkowski, 2315 W. Teton Blvd., Green Rivers, WY 82935-6140, lienholder is Wells Fargo, unless the owner or lienholder objects in writing within 14 days from last publication.

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Legal Notices

Louisville Metro Housing Authority Public Hearing

There will be a public hearing related to the Moving-to-Work (MTW) FY 2005 Annual Plan and proposed revisions to the agency's Admissions and Occupancy Policy on Tuesday, June 22, 2004 at 5:45 p.m. at Dosker Manor, Building A, 413 East Muhammad Ali Boulevard, in the Nutrition Room. For additional information call (502) 569-3420.

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ADVERTISEMENT FOR BID

Sealed bids will be accepted in the Louisville Water Company Purchasing Department up to 11:00 a.m. Local Time on the bid opening date(s) indicated for the following project(s):

Bid Number/Title:	**00-495 / National Turnpike, Farmers Lane, South Park Road 16" and 12" DIWM**
Bid Opening Date:	June 30, 2004
Estimated Contract Value:	$1,500,000 - $2,000,000
Pre-qualification Categories:	4" - 16" Ductile Iron Water Main
Project Manager:	Anthony Hewitt (502) 569-3603

For additional information, bidders must refer to the plans and specifications. Plans and specifications may be obtained from the information desk in the lobby of the Louisville Water Company's Main Office, 550 South Third Street, Louisville, KY 40202.

INVITATION FOR BIDS

1. Sealed bids will be received for the Parkview Terrace/Broadmeade Office Renovation and Addition, New Albany, Indiana. Bids will be received in triplicate in the Office of the New Albany Housing Authority, 500 Scribner Drive, New Albany, Indiana 47150 until 2:00 p.m. at which time and place all

550 EMPLOYMENT

550 Accounting
552 Administrative
554 Advertising
556 Automotive
558 Childcare
560 Computer/Technology
562 Construction
564 Creative/Design
566 Customer Services
568 Drivers
570 Education
571 Electrical
572 Engineering
573 Entertainment
574 Finance
576 Food Services
578 Government
580 Healthcare
581 Hotel/Hospitality
582 HVAC
584 Human Resources
586 Insurance
588 Janitorial
589 Legal
590 Manufacturing
591 Management
592 Office/Clerical
594 Part Time
596 Professional
598 Property Management
600 Plumbing
602 Restaurant
604 Retail
606 Sales
608 Seasonal
610 Security Services
611 Skilled Labor
612 Social Services
614 Telemarketing
615 Warehouse
616 General
618 Employment Agencies
620 Job Information
622 Employment Wanted
624 Private Care
626 Domestic Care

550 Accounting

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cannot disclose the identity of any advertiser using a box number. However, readers interested in a position offered, but desiring to avoid sending a resume to certain companies can do so. Ad-

552 Administrative

RENTAL COORDINATOR
East end location for Semonin Realtors. Responsibilities includ counseling and placin clients in rental housing follow-up with client an referring party, develop maintain positive rela tionships with the sale associates. Requires years prior rental/real e tate experience. Real e tate license preferre Microsoft Word, stron communication skills, an professional demeano Excellent computer skil required. Must be a Tea Player. Excellent be cfits and working env ronment. Fax resumes t N. Bergen, Dept. RC 502-339-8950 EC

554 Advertising

ROOKIES WANTED ENTRY LEVEL

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- Campaign Development
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Must be professional a self-motivated. F training provided. Co petitive candidates. C Alexis @ 897-6852

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LOUISVILLE METRO HOUSING AUTHORITY
MOVING TO WORK
PUBLIC HEARING MINUTES

The Louisville Metro Housing Authority held a public meeting to review its FY2005 Moving To Work (MTW) Annual Plan on Tuesday, June 22, 2004, 5:45 p.m. at Dosker Manor, 413 East Muhammad Ali Boulevard, Building A, in the Nutrition Room.

Approximately 48 residents and staff from LMHA were in attendance (see attached sign-in sheets.)

Handouts were given to each resident that included a summary of the MTW Program's goals and requirements, LMHA's Summary of Admissions and Continued Occupancy Plan changes for FY 2005, changes in the housing stock, and capital improvements current and future (see attached handouts.)

The LMHA Executive Director and the Chairman of the LMHA Board made opening remarks. Other staff presented portions of the MTW Annual Plan, key activities, the proposed ACOP, and aspects of the homeownership program.

At the conclusion of the presentations, the floor was opened for questions and/or comments. The following is a summary.

1. **How can a current resident with zero income get into a scattered site unit?**
   LMHA maintains a referral list for those that are interested in scattered site housing. The criteria to get on this list is based on the resident's rental history such as no late fees for one year, all inspections were passed and an acceptable history of rental payment. To get on this list, a resident must be recommended by their site manager. During the Clarksdale Revitalization project, Clarksdale residents have first priority on scattered site units. Utility payments are calculated in the same fashion as regular public housing utilities, and are generally covered by the Authority.

2. **How much income does a family need to qualify for the Section 8 home ownership program?**
   If the head of the household is disabled and/or elderly, the minimum income is $6700. If the head of household is not disabled and/or elderly, there must be $10,300 wage earnings. Additionally, the head of household must have completed home ownership counseling which is provided by the Louisville Urban League and the Housing Partnership.

3. **What is being done to keep the elderly and disabled in their homes?**
   The housing authority is currently working in conjunction with the state to make changes in the way Medicaid is regulated which could provide services to help the disabled stay in their homes. Kentucky PHAs are among other housing authorities interested in changing Medicaid law. Citizens are urged to contact their senator or state representative to voice concerns about Medicaid laws.

4. **Will the move(s) from Clarksdale be made to coincide with the public school system's schedule?**
   Phase I of the Clarksdale project will be as much in synchronization with the school schedule as much as is possible. Everything is being done to prevent interference with schooling.

5. **Can residents move where they want to?**
   Relocation is a very complex process that the Authority carries out on a case-by-case basis. Choice of moving options depends on multiple factors, such as whether a resident would like a Section 8 voucher, a scattered site unit, another unit at a public housing site such as Beecher Terrace, or one of the new units that will be created on the Clarksdale site or built off-site in scattered locations. Some people may choose to move more than once to ultimately get to their first housing choice. The Authority will try to work with each household to accommodate their wishes.

6. **What are the long-term plans for Dosker Manor?**
   LMHA has no plans for any major changes at Dosker Manor at this time or in the foreseeable future. Extensive renovations have taken place over the past decade to modernize and maintain the site including window replacement, new air conditioners, boilers, and improvements to the courtyards, lobbies and other areas. A comprehensive modernization may eventually take place but not in the immediate future.

7. **The roof at Dosker has been repaired but is still leaking. What will be done about that?**
   This should be reported to management who can notify the construction department for repair. (NOTE: Construction Administration and Maintenance have been notified of the problem.

8. **Does enrollment in the FSS program guarantee the purchase of a home?**
   Yes, provided that all the requirements of the FSS program are met.

9. **How many units are required to replace those at Clarksdale?**
   LMHA has committed to replace 713 units, which is one for one replacement of the existing units.

Public Hearing adjourned at 7 p.m.

(See Attachments)

MTW Meeting
June 22, 2004

Name	Address	Phone
1. Eva Skinner	1003-A	533-1887
2. BEN GABEHART	1209 C	589 1289
3. Daisy Murphy	1111 C	581-1015
4. Sandy Kay	1508C	585-2370
5. Bertha Jones	507B	
6. Raymond Garrett	1005C	568-1236
7. Dan Hazel	C506	587-9962
8. Roberta H. Wales	C1501	584-1980
9. Sara Sanders		775-6314
10. Melvin Lewis	A811	583-0601
11. Jennifer Terry-Bone	701C	N/A
12. Helen Lewis	1336 Gallagher St	583 4757
13. Patika Leslie	B1004	585-9808
14. Davonda Jordan	628 E Liberty	584 5064
15. LAMIKA Jordan	641 Marshall Ct #28	584-5064
16. ANDREW SYKES		
17. Thelma Martin	L.M.H.A.	
18. Catherine Bell	Apt 116A Dosker Manor	
19. Mattie Perry	Apt 122A Dosker Manor	
20. Marilyn Perry	Apt 422A Dosker Manor	
21. Lavon Williams	801A	
22. Betty Thompson	310-C Dosker	585-9741
23. Maxine Ellms.	3035 Clay #11	
24. [illegible] E. James	1202-C	
25. [illegible]	1609B.	
26. [illegible]		

27 Luther, Brown C-1805
28 Carrington, Nancy 454-6703
29 Dona O'Sullivan
30 Thomas G. Brown 721-A 585-151
31 Shirley Kelly 1201-A
32 Latonia Brown 206C
33 Mary Helen Jones Bldg 1805
34 Matthew J Bullitt A-404
35 Garry Glenn C 303
36 Willis Jewell JR- A-1011
37 Rev Duane Sleets A-425
38 Gordon Standemire 640 E Liberty Blvd
39 Kathleen Hoye KYA ~~640 E~~ Khoye@kyyouth.org
40 L Snoke 404
41 Waldella Gilbert 540 E. Liberty St
42 Ida L. Dempsey 307-C
43 Betty Wright A-807
44 John H. Crawford 718 E. Liberty St. #19 (802-0094
45 Meredith Hendley 103-B
46 Jodi Goodin H011
47 Billy Orndorff 502-A
48 Lena Gilbert 414-A

LOUISVILLE METRO HOUSING AUTHORITY
MOVING TO WORK (MTW) DRAFT FY2005 ANNUAL PLAN
AND PROPOSED REVISIONS TO THE ADMISSIONS
AND CONTINUED OCCUPANCY POLICY
PUBLIC HEARING
JUNE 22, 2004

Please sign the registration sheet at the entrance if you wish to speak.

AGENDA

• Welcome & Introduction of LMHA Staff	Tim Barry, Executive Director Manfred Reid, Chairman of the LMHA Board
• Description of Meeting Procedures & Moving to Work (MTW) Program	Bernard Pincus, Director HOPE VI Development
• Discussion of Clarksdale HOPE VI Revitalization, and other Key Activities	Tim Barry, Executive Director
• Discussion of Proposed Revised Admissions and Continued Occupancy Policies	Will Seay, Deputy Executive Director of Operations Cabinet Nate Northington, Regional Director, Region I Jerry Bodine, Regional Director, Region II
• Overview of MTW, Major Goals for 2005, Changes in Housing Stock, and 2005 Capital Plans	Cathy Hinko, Director, Strategic Planning Kathleen O'Neil, Planner Jeff Ralph, Planner
• Public Comments	(Comments limited to 3 minutes)
• Questions and Answers	LMHA Staff
• Adjournment	Bernard Pincus, Director HOPE VI Development

Proceedings will be recorded on tape and a summary of comments and responses will be forwarded to HUD for review.

LOUISVILLE METRO HOUSING AUTHORITY
FY2005 MOVING TO WORK (MTW) ANNUAL PLAN
PUBLIC HEARING – JUNE 22, 2004

INSTRUCTIONS FOR SPEAKERS

Thank you for attending this public hearing. This is an opportunity for residents & other interested parties to have input on the Agency's MTW Annual Plan. Your comments will ensure that all views have been considered in the final plan.

SIGNING UP TO SPEAK

If you wish to speak, **you must add your name to the speakers' list** at the registration table located at the entry to the meeting room. The Moderator will call speakers in order from the list. If you do not respond when called, your name will be dropped.

MAKING COMMENTS

When called to speak, please step up to the microphone and give your name, address, and development name or agency name (if applicable). If you do not want to state this information in public, please give it to the Moderator in writing prior to speaking. Please keep your comments focused and specific to the items in the Annual Plan, referring to specific sections when possible.

LENGTH OF STATEMENT

Each person who has signed the speakers' list will be allowed three (3) minutes to speak. This time limitation will help ensure that those who wish to speak will have the opportunity to do so. You may submit more detailed comments in writing to the Moderator of this meeting. Please include your name and contact information with your written comments.

COMMENTS AND QUESTIONS

Staff will wait until a speaker has completed his/her comments before responding. There will be an additional Q&A session as time permits, after all speakers on the list have completed their comments. If you have questions that have not been answered to your satisfaction, please submit them in writing with your name and address, to the Moderator so they can be given further attention.

The public hearing is not designed to be a forum for debate or decision-making. When your statement is completed please return to your seat. All comments and LMHA's responses will be incorporated into the final MTW Annual Plan submission to HUD.

DECORUM

Respect should be given to all viewpoints presented.

SMOKING

Smoking is not allowed in the public hearing room.

CAPACITY

The Dosker Manor Nutrition Room has a maximum seating capacity of 150 persons and Fire Marshal regulations will be strictly enforced. In the event the room has reached capacity, LMHA will ask the remaining persons to wait in the lobby for an available seat.

SUMMARY OF ADMISSIONS AND CONTINUED OCCUPANCY PLAN CHANGES
6/22/04

CHAPTER 4: TENANT SELECTION AND ASSIGNMENT PLAN

C. WAITING LIST PREFERENCES (4-9):

Local preferences will be used to select from applicants on the waiting list (the same as in the past) however; unlike the previous policy, which ranked applicants for selection based on the total number of points that an applicant was assigned, the new selection system does not assign numerical points to the various preferences. All preferences are equally weighted and only one is necessary for a family to be considered a preference family.

CHAPTER 6: DETERMINATION OF TOTAL TENANT PAYMENT

A. MINIMUM RENT (6-1):

The minimum rent is being changed from $25 to $0. The minimum rent refers to a minimum total tenant payment and not a minimum rent.

V. CEILING RENTS (6-38):

All HUD authorized ceiling rents have been replaced with flat rents.

W. FAMILY CHOICE IN RENTS (6-38):

Families residing in public housing units have the opportunity to elect annually whether to pay income-based or flat rent.

CHAPTER 7: VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWANCE (7-1):

UP-Front Income Verification (UIV) tools, including TASS and the Work Number will be used whenever possible (when HUD announces the availability of the UIV System for our PHA), we will utilize additional UIV tools, including a centralized computer matching system. The PHA will pursue other computer matching agreements with federal, state and local government agencies.

CHAPTER 9: LEASING

H. RENT PAYMENT (9-11):

The tenant rent is due and payable on the 8th day of each month. If the 8th day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

I. FEES AND NONPAYMENT PENALTIES (9-11):

A $20.00 charge will be assessed against tenants for checks which are returned for non-sufficient funds, or checks written on a closed account.

CHAPTER 16: COMMUNITY SERVICE

A. REQUIREMENTS (16-1):

Each adult resident of the PHA shall contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours, or a combination of two.

B. EXEMPTIONS (16-2):

The PHA shall provide exemptions from the community service requirement for any individual who is 62 or older; is blind or disabled or a primary caretaker of such individual; is engaged in a work activity; or other specified exemption criteria. Exemption status will be verified annually except in cases where an individual is 62 or older. Exemption status can be changed during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM (16-3):

Economic self-sufficiency program is defined as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families including participating in the Family Self-Sufficiency Program.

D. ANNUAL DETERMINATIONS (16-4):

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance for such third parties. Family members will not be permitted to self-certify.

E. NONCOMPLIANCE (16-4):

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the resident will be notified of such noncompliance. Administrative grievance procedures, and an agreement to cure procedure has been established to remedy noncompliance and avoid potential non-renewal of lease.

F. PHA RESPONSIBILITY (16-5):

The PHA will ensure that all community service programs are accessible for persons with disabilities. The PHA will also ensure that the conditions under which the work is performed are not hazardous, that the work is not labor that would be performed by PHA employees responsible for essential maintenance and property services or that the work is not otherwise unacceptable.

G: PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT (16-6)

The Community Service program is described in the PHA Plan. The PHA will administer its own community service program in cooperative relationships with other entities through contracts and collaborative agreements. The PHA will provide residents with a brochure of community service and volunteer opportunities available throughout the community.

LOUISVILLE METRO HOUSING AUTHORITY
CHANGES IN HOUSING STOCK
(Annual Contribution Contract Units)

TABLE 5-1

	ACTUAL					PROJECTED						
	12/31 1998	12/31 1999	12/31 2000	12/31 2001	12/31 2002	6/30 2004	6/30 2005	6/30 2006	6/30 2007	6/30 2008	6/30 2009	
PUBLIC HOUSING												
Family Developments												
KY 1-1 Clarksdale - Demo of Existing On-Site P.H. Units	724	724	724	714	714	713	308	154	0			1
Clarksdale - Construction of New On-Site P.H. Units								75	150	225	311	2
KY 1-2 Beecher Terrace	766	763	763	760	760	760	760	760	760	760	760	
KY 1-3 Parkway Place	636	635	635	634	634	634	634	634	634	634	634	
KY 1-4 Sheppard Square	327	326	326	325	325	325	325	325	325	325	325	
KY 1-5 Iroquois Homes	853	853	853	850	704	704	628	628	628	628	628	3
Elderly/Disabled Developments												
KY 1-10,11,12 Dosker Manor A,B, & C Buildings	675	681	681	679	679	679	679	679	679	679	679	
KY 1-13 St. Catherine Court	172	169	169	169	159	159	159	159	159	159	159	
KY 1-14 Avenue Plaza	224	224	224	224	225	225	225	225	225	225	225	
KY 1-18 Lourdes Hall	62	62	62	62	62	62	62	62	62	62	62	
KY 1-40 (Bishop Lane Plaza)						89	89	89	89	89	89	8
Scattered Sites												
KY 1-17 Scattered Sites	50	50	50	50	50	50	50	50	50	50	50	
KY 1-19 Scattered Sites	40	36	36	36	40	40	40	40	40	40	40	
KY 1-22 Scattered Sites	50	47	47	48	48	48	48	48	48	48	48	
KY 1-24 Scattered Sites	45	45	45	45	45	45	45	45	45	45	45	
KY 1-34 Scattered Sites - Park DuValle Replacement	0	0	0	9	112	124	150	150	150	150	150	4
KY1-35 Section 5(h) - Clarksdale I & II Replacement					4	21	23	25	25	25	25	5
KY 1-41 Scattered Sites						83	83	83	83	83	83	8
KY 1-39 Scattered Sites (Newburg S.F. Homes)						6	4	3	2	1	1	8
Mixed Income Sites												
KY 1-27 Park DuValle Phase I*	0	59	59	59	59	59	59	59	59	59	59	
KY 1-30 Park DuValle Phase II*	0	0	0	92	92	92	92	92	92	92	92	
KY-31 Park DuValle Phase III*					78	78	78	78	78	78	78	
KY1-32 Park DuValle Phase IV*					43	134	134	134	134	134	134	
KY1-36 St. Francis* - Clarksdale I Replacement Housing					0	10	10	10	10	10	10	
Other Clarksdale I & II Off-Site Replacement Housing						58	157	231	280	367	367	6
TOTAL PUBLIC HOUSING DWELLING UNITS	4624	4674	4674	4756	4833	5198	4842	4838	4807	4968	5054	
SECTION 8												
Section 8 Vouchers	684	684	760	982	1087	8684	9034	9034	9034	9034	9034	7
TOTAL SECTION 8 UNITS	684	684	760	982	1087	8684	9034	9034	9034	9034	9034	
TOTAL HOUSING STOCK	5308	5358	5434	5738	5920	13882	13876	13872	13841	14002	14088	

1 - Units demolished in Clarksdale I (405) and Clarksdale II (308) in conjunction with the HOPE VI Revitalization

2 - Newly constructed public housing units built on-site in Clarksdale I (225) and Clarksdale II (86) of the HOPE VI Revitalization

3 - Units approved for HOPE VI demolition at Iroquois Homes

4 - Balance of off-site replacement housing units for Park DuValle

5 - Public housing replacement rental units purchased with Section 5(h) funds

6 - Other newly acquired or constructed off-site public housing replacement units for Clarksdale I and II.

7 - Substantial increase in vouchers reflects the merger of the Housing Authorities of Louisville and Jefferson County in March, 2003.

8 - Former Housing Authority of Jefferson County public housing sites

* The subsidies LMHA receives for these sites must be redirected from LMHA to private managing agents or private owner entities.

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
CLARKSDALE														
Downsize Dumpster Pads	308,200	308,200	308,200											Complete
AE Fees & Master Planning	380,339	616,250	380,338					235,911						
Phase I	11,344,570	20,000,000	6,877,001	2,456,902		2,011,667		2,236,400	3,800,000	1,842,000	777,030			
Phase II	-	4,500,000						375,000	1,000,000	1,285,000	1,000,000	840,000		
Relocation	207,500	207,500				207,500								
	-	-		-										
Site Total	12,240,609	25,631,950	7,565,540	2,455,902	-	2,219,167	-	2,847,311	4,800,000	3,127,000	1,777,030	840,000	-	
BEECHER TERRACE														
Air Conditioners (Health Related)	327	327		327										Complete
Exterior Lighting (West Side)	-	150,000										150,000		
Fencing	171,811	171,811	31,048	24,721	116,042									
AE Fees Boiler design	-	-												
Landscaping / Drainage Remediation	589,022	589,022	31,443	244,392	313,187									
Boiler Replacement	309,896	309,896		309,896										Complete
Beecher Legal	755	755	755											Complete
Baxter Community Center	2,651	2,651	2,651											Complete
Cart Garage	53,827	53,827			53,827									Complete
Roof Repairs	-	100,000										100,000		
Resident Council Office Improvements	-	-												
Site Total	1,128,289	1,378,289	65,897	579,336	483,056	-	-	-	-	-	-	250,000	-	
PARKWAY PLACE														
Exterior Lighting	-	290,000										290,000		
Parking Lot Paving / Speed Bumps	-	105,000										105,000		
Dumpster Enclosures	309,394	309,394	309,394											Complete
Handicapped Ramp (Res Council / Bldng 49)	9,064	9,064	9,064											Complete
Fencing (FY2001)	173,180	173,180		23,638	149,542									
Rehab Tubs & Toilets	9,761,889	9,761,889	944,237	2,807,957	3,517,500	441,498	2,050,697							
AE Rehab Tubs & Toilets	31,840	31,840		31,840										
Relocation Rehab Tubs & Toilets	141,589	141,589	12,061	6,607	122,921									
Emergency procurement backflow preventer	-	-												
Handrails & Walk repairs at stoops	-	-												
Parkhill Community Center	-	-												
California Day Care	500,000	500,000				500,000								
Day Care Center Dishwasher	8,235	8,235		8,236										
AE Fees California Day Care	36,427	36,427			36,427									
Landscaping	49,814	49,814			49,814									
Replace Roofs on Bldg and Stairwells	1,061,000	1,061,000					1,061,000							
Replace Basement Doors	-	-												
Pave Streets	-	-												
Replace Sidewalks/correct drainage	-	-												
Replace water heaters or get heat exchanger	-	-												
Replace Power Poles and Cross Arms	-	400,000										400,000		
Resident Council Office Improvements	-	-												
Site Total	12,082,432	12,877,432	1,274,756	2,878,277	3,876,204	941,498	3,111,697	-	-	-	-	795,000	-	
SHEPPARD SQUARE														
Gutters Cleaned & Replacement	-	200,000						200,000						-
Handicapped Ramp - Res Council Office & SCS	8,273	8,273		8,273										Complete
Resident Council Office Improvements	-	-												
Playground	120,860	120,860	120,860											Complete
Façade Improvements	1,062,782	2,421,010	2,154	282,343	190,513		577,772	1,356,228					-	
AE Sheppard Square Façade	124,557	124,557			1,517	123,040								
Relocation	2,016	2,016			2,016									
Replace Boilers	4,066,421	4,066,421			142,943	2,123,575	1,799,902							
A&E Boiler Replacement	50,234	50,234			50,234									

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 703	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2006	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
Replace Basement Doors	-	72,000						72,000						
Central air for office and laundry	-	-												
Garage - three car	-	85,000										85,000		
Pave Streets	-	50,000						50,000						
Site Total	5,435,143	7,200,371	123,014	300,616	387,223	2,246,616	2,377,674	1,690,228	-	-	-	85,000	-	
IROQUOIS HOMES														
Roof / Gutters / Downspouts	1,187,256	1,187,256	501,436		685,821									Complete
Landscaping	555	555	555											Complete
Fencing	1,288	1,288		1,288										Complete
Parking Lot Paving (Mgmt Office/ Daycare)	10,169	10,169	10,169											Complete
Comprehensive Renovation (fy2001-2002)	753,920	753,920	242,006	437,930	73,984									Martin Complete/Hic
AE Fees & Master Planning	459	459		459										Complete
Relocation	16,929	60,834		3,801	13,328							43,805		Complete
Resident Council Office Upgrade	4,760	4,760	4,760											Complete
Day Care Center	502,955	502,955			2,955	500,000								
Playground	36,698	36,698			36,698									Complete
Ramp to Maintenance Shop	-	25,000										25,000		
AE Fees Day Care	34,839	34,839			34,839									
Site Total	2,549,828	2,618,733	758,925	443,278	847,625	500,000	-	-	-	-	-	68,805	-	
PARK DUVALLE (COTTER / LANG)														
Excavation and Backfill	496,300	496,300			496,300									
Site Total	496,300	496,300	-	-	496,300	-	-	-	-	-	-	-	-	
DOSKER MANOR														
Exterior Panel / Stairwells / Screen Doors	-	-												
Automatic Doors in elevator vestibules Bldg A	-	144,000		-								144,000		
New Door Locks in A, B, C	-	200,000		-						200,000				
Building Lobby B & C	-	150,000								150,000				
A&E Fees Windows	17,940	17,940	2,826		15,114									Complete
Landscaping	2,818	2,818	2,818											Complete
Sidewalk Repairs	152,799	152,799			152,799									Complete
Paint Hallways	-	150,000								150,000				
Floor tile - Bldg A	-	450,000								450,000				
Elevator Cab rehab - 9 elevators	-	30,000								30,000				
A&E Hot Water	160,515	160,515			160,515									
Relocation Costs	15,321	15,321	15,321											Complete
Site Total	349,393	1,473,393	20,965	-	328,428	-	-	-	-	980,000	-	144,000	-	
ST CATHERINE COURT														
Comprehensive Renovation	2,919,244	2,919,244	184,738	2,104,450	220,056	440,000								
CGP - AE Fees	924,090	924,090	592,848		331,242									
Relocation	59,394	59,394		10,409	48,985									Complete
Resident Council Office Upgrade	4,458	4,458	4,458											Complete
Site Total	3,907,186	3,907,186	752,044	2,114,859	600,283	440,000	-	-	-	-	-	-	-	
AVENUE PLAZA														
Exterior Lighting	-	20,000								20,000				
Stairwell Lighting	-	20,000								20,000				
Heat AC Unit Replacement	129,350	129,350		129,350										Complete
Automatic Lobby Doors	27	24,027			27					24,000				
Range Hood Exhaust Systems	35,000	35,000				35,000								
Resident Council Office Upgrade	6,908	6,908	6,908											Complete
Landscaping	1,764	1,764	1,764											Complete
Comprehensive Renovation (2004-2006)	-	4,885,557									2,616,248	2,269,309	4,173,770	
Relocation	-	-												
Site Total	173,049	5,122,606	8,672	129,350	27	35,000	-	-	-	64,000	2,616,248	2,269,309	4,173,770	

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
LOURDES HALL														
Air Condition Hallways	58,628	58,628	58,628											Complete
Emergency Notification / Intercom System	-	200,000								200,000				
Resident Council Office Upgrade	4,455	4,455	4,455											Complete
Garage	226,066	226,066		1,708	224,358									Complete
Fire Escape Handrail Repairs	15,000	15,000				15,000								
Replace Roof	-	20,000								20,000				
Landscaping	495	495			495									
Site Total	304,644	524,644	63,083	1,708	224,853	15,000	-	-	-	220,000	-	-	-	
SCATTERED SITE I														
Ky 1-17 Miscellaneous Site Improvements	23,314	23,314				23,314								Roof works complet
Ky 1-19 Miscellaneous Site Improvements	153,800	153,800			153,800									Joe James Const 9
Ky 1-19 Relocation	2,949	2,949		2,949										
Ky 1-22 Miscellaneous Site Improvements	203,709	533,466		2,301	201,408			329,757						Martin const 982 S
1131 S. 6th Street FA Crew Flooring	46,974	46,974			46,974									Force Account
Ky 1-22 Relocation	9,084	9,084		9,034	50									
Ky 1-19 and 1-22 Lead removal	600,000	600,000					600,000							
560 Apartments fence	23,981	23,981			23,981									
Site Total	1,063,811	1,393,568	-	14,284	426,213	23,314	600,000	329,757	-	-	-	-	-	
Mixed Finance Capital Contributions														
Phase II - Park DuValle	-	379,142						70,000	72,800	75,712	78,740	81,890	85,166	
Phase III - Park DuValle	92,727	266,770				60,900	31,827	32,782	33,765	34,778	35,822	36,896	38,372	
Phase IV - Park DuValle	51,590	333,690					51,590	53,140	54,730	56,370	58,060	59,800	62,192	
Site Total	144,317	979,602	-	-	-	60,900	83,417	155,922	161,295	166,860	172,622	178,586	185,730	
Annual Capital Purchase/Services Contracts														
Environmental Consultant - Remediation Monitoring	824,085	2,324,085		59,800	214,285	250,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Annual Asbestos and Lead Removal Contract	412,831	1,662,831	16,387	32,380	15,084	100,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
Annual A/E Contract	455,407	1,626,407			47,407	200,000	208,000	216,000	225,000	234,000	243,000	253,000	263,000	
Annual Lead Paint Removal Contract	567,450	567,450	3,858		313,592	250,000		-	-	-	-	-		
Vacancy Prep Contract	929,343	929,343	929,343											
Tree Trimming	364,484	1,909,484			84,484		300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Landscaping	157,000	157,000					157,000							6 month projection
Fencing	81,000	81,000					81,000							6 month projection
Central Maintenance Improvements	-	-											500,000	
Pole Barn floors and doors	-	30,000										30,000	30,000	
Air Conditioners - Health Related	-	100,000										100,000	100,000	
Capital Equipment	2,844,600	6,406,600	622,940	413,137	520,853	716,860	571,010	936,000	618,000	643,000	669,000	696,000	724,000	
Appliance Replacement	685,536	1,903,536	69,406		192,130	208,000	216,000	225,000	234,000	243,000	253,000	263,000	274,000	
Total Annual Contracts	7,321,736	17,697,736	1,640,914	505,317	1,367,635	1,724,860	2,083,010	2,236,000	1,936,000	1,979,000	2,024,000	2,201,000	2,741,000	
Management Improvements														
Master Specification Upgrade	15,836	15,836		1,260	13,276		1,300							
Technical Staff Training/Development	22,934	72,934	2,254	680		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
AutoCAD Upgrading/Maintenance	4,500	4,500					4,500							
Plotter for Construction Administration	10,000	10,000					10,000							
CAD/Logic File Server	15,000	15,000				15,000								
Laser Color Printer for Mod & Dev	6,000	6,000				6,000								
Stipends	285,168	785,168	4,282	4,942	75,944	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Total Management Improvements	359,438	909,438	6,536	6,882	89,220	131,000	125,800	110,000	110,000	110,000	110,000	110,000	110,000	
Administrative Costs														
Construction Administration	2,883,074	7,961,074	100,647	649,793	802,634	750,000	780,000	819,000	856,000	894,000	1,034,000	1,076,000	1,118,000	
General Fund for Operations	10,436,978	22,196,978	1,563,798	1,841,239	2,507,989	2,261,952	2,262,000	2,352,000	2,352,000	2,352,000	2,352,000	2,352,000	2,446,000	
Total Administrative Costs	13,320,052	30,058,052	1,664,445	2,491,032	3,110,623	3,011,952	3,042,000	3,271,000	3,308,000	3,346,000	3,386,000	3,427,000	3,564,000	

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 708	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
Total Capital Projects	39,730,684	62,624,472	10,632,896	8,917,610	7,679,212	6,420,595	6,089,371	4,857,296	4,800,000	4,391,000	4,393,278	4,452,214	4,173,770	
Contingency	277,938	1,373,795			56,476	83,172	138,290	438,478	266,301	102,078	500,000	500,000	500,000	
Total Soft Costs	21,145,543	49,644,828	3,311,895	3,003,231	4,567,478	4,928,712	5,334,227	5,772,922	5,515,295	5,601,860	5,692,622	5,916,586	6,600,730	
TOTALS USES	61,154,165	113843095.1	13,944,791	11,920,841	12,294,166	11,432,479	11,561,888	11,068,696	10,570,596	10,094,938	10,585,900	10,868,800	11,274,500	
Replacement Housing Amount	6,844,843	21,449,300	316,218	2,037,944	2,126,993	2,363,886	2,013,031	2,013,031	2,621,835	3,203,197	3,293,197	1,460,186		
Total	67999008	135292395.1	14,261,009	13,958,785	14,421,159	13,796,167	13,574,919	13,081,727	13,192,431	13,298,135	13,879,097	12,328,986	11,274,500	
BISHOP LANE PLAZA														
Paint Hallways	-	10,000					10,000							
Roof Maintenance Shop	-	5,000						5,000						
Carpet Hallways									25,000					
Paint Hallways										12,000				
Kitchen Rehab			281,755	188,871	3,635									
Landscaping														
Handicapped Access - Sec 504	-	-												
Relocation cost	520	520	520											
Audio/Visual Monitor			4,733											
Replace Chiller Compressor				28,713	101,763									
Carpet Hallways	3,755	3,755			3,755									
Handicap Door	1,649	1,649			1,649									
Upgrade Fire Alarm System					10,975									
Panel Replacement						149,086								
	-	-												
Site Total	5,924	20,924	287,008	215,584	121,797	149,086	10,000	5,000	25,000	12,000	-	-	-	
SCATTERED SITES														
KY-1-39 Newburg Single Family	-	-												
	-	-												
KY-1-41 Other Scattered Sites	-	-												
Tile Floors	-	90,000					90,000							
Kitchen Cabinets - 54 units	-	200,000					200,000							
Furnace and A/C								145,000						
Water Heaters								45,000						
Seal A/C Panels								75,000						
Window replacement									275,000					
Kitchen Rehab										90,000				
Replace Siding and Gutters										196,000				
Playground														
Install new Entry Doors			47,542											
Picnic Benches and Tables				5,297										
Kitchen Faucets				12,632										
Tile Floors	6,078	6,078		6,078										
Central Air conditioners				107,238										
Handrails					5,065									
Seal and Stripe Parking Lot					750									
ADA Concrete Work					200									
Drainage worl @ Noltemeyer					16,343									
Tile Floors					67,000									
Weatherization of Units					30,056									
Storm door Repair					3,486									
EDH Kitchen Renovations					38,778	142,914								
	-	-												
Site Total	6,078	296,078	47,542	131,245	181,679	142,914	290,000	265,000	275,000	288,000	-	-	-	

Louisville Metro Housing Authority

Site	Prior Funding	Total Funding	CGP - 99 706	CFP - 00 501	CFP - 01 502	CFP - 02 503	CFP - 03 504	CFP - 04 Proposed	CFP - 05 Proposed	CFP - 06 Proposed	CFP - 07 Proposed	CFP - 08 Proposed	CFP - 09 Proposed	Comment
	1998 thru 2002	1999 thru 2008	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET							
Admin Costs														
Salary and Benefits			9,200	28,300	6,500									
Sundry Expense			2,439	3,640	1,687									
A&E Costs			-	32,225	-									
Site Total	-	-	11,639	62,165	8,187	-	-	-	-	-	-	-	-	
Totals	12802	317052	346,199	498,994	311,993	292,008	300,000	270,000	300,000	300,000	-	-	-	
Total Estimated or Actual Budget			14,607,198	14,367,779	14,732,822	14,088,167	13,874,919	13,351,727	13,492,431	13,598,135	13,879,097	12,328,966	11,274,500	
Total Budget			14,607,198	14,367,779	14,732,822	14,088,167	13,874,919	13,351,727	13,492,431	13,598,135	13,879,097	12,328,966	11,274,500	
Variance			-	-	-	-	-	0	(0)	(0)	0	(0)	-	

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, and this Admissions and Continued Occupancy Policy. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V,VII and IX. (Code of Federal Regulations).

A. HOUSING AUTHORITY MISSION STATEMENT

The mission of the Louisville Metro Housing Authority is to provide quality, affordable housing for those in need, assist residents in their efforts to achieve financial independence, and work with the community to strengthen neighborhoods.

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B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Policy for the Public Housing Program is designed to demonstrate that the PHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

*** To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.**

*** To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.**

*** To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.**

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C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (PHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the PHA.

The Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964
Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
Executive Order 11063
Section 504 of the Rehabilitation Act of 1973
The Age Discrimination Act of 1975
Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

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The PHA shall not, on account of race, color, sex, religion, familial status, disability, national origin,:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or

Deny a person access to the same level of services.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

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E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on PHA forms and letters to all families, and all requests will be verified so that the PHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the PHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

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Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, professional.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

The PHA may require verification from a knowledgeable professional when a request for a home visit recertification is submitted.

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Home Visits

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by the PHA before the scheduled appointment date in order for the request to be considered.

Other Accommodations

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Families will be allowed to wait for a handicapped designated unit, upon request by the family, if one is not available.

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F. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, the PHA will consider the following factors:

The availability of local organizations to provide translation services to non- English speaking families.

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G. LANGUAGE ASSISTANCE

The Housing Authority will provide assistance to persons with literacy barriers in completing the application and certification process.

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H. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

The PHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

The PHA is continuously assessing its program and consistently strives to make improvements. The PHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

I. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

The PHA will communicate the status of housing availability to other service providers in the community. The PHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

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J. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The PHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the **PHA.**

The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

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K. POSTING OF REQUIRED INFORMATION

The PHA will maintain a bulletin board in a conspicuous area of the **management offices** which will contain:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Directory of the PHA's housing sites including names, address of offices and office hours at each facility.

Income limits for Admission

Current schedule of routine maintenance charges

A copy of the lease

The PHA's grievance procedures

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

Schedule of Utility Allowances (if applicable)

Information on Screening and Eviction for Drug Abuse and other Criminal Activity.

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L. TERMINOLOGY

The Louisville Metro Housing Authority is referred to as "PHA" or "Housing Authority" or "HA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the PHA as the landlord.

"Landlord" refers to the PHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

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Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

INTRODUCTION

This Chapter defines both HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

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A. QUALIFICATION FOR ADMISSION

It is the PHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the **very low** income limits for occupancy established by HUD and posted separately in the PHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a Social Security number for all family members, age 6 or older, or will provide written certification that the Social Security number has been applied for.

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

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B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a Family. A Family may be a single person or a group of persons. **A group of two or more persons related by blood marriage or adoption, or who maintain a continuous stable relationship and who will live regularly together in the same dwelling unit.**

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

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

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Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the PHA's public housing program.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-head

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

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Live-In Aide

A Family may include a live-in aide provided that such live-in aide:

Is determined by the PHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50+) or disabled.

A specific live-in aid may only reside in the unit with the approval of the PHA. The PHA shall make the live-in aid subject to the agency's normal screening criteria.

If the live-in aid or their family members participate in drug related or criminal activity, the PHA will rescind the aid's right to occupy the unit. When the agency takes such action against the live-in aid, the aid is not entitled to the grievance hearing process of the agency.

The PHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

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C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name, state that the individual has not been issued a Social Security Number;

state that the individual will disclose the Social Security Number, if they obtain one at a later date;

be signed and dated.

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D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

The PHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

- No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

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E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

to pay rent and other charges as required by the lease in a timely manner;

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the PHA premises;

not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

not to contain a household member subject to lifetime sex offender registration requirement;

to comply with necessary and reasonable rules and program requirements of HUD and the PHA; and,

to comply with local health and safety codes.

Denial of Admission for any unpaid Previous Debts to This PHA

Previous outstanding debts to this PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No Payment Agreement will be accepted.

Either spouse is responsible for the entire debt incurred as a previous PHA tenant.

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F. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY

Denial of Admission for Drug-Related and/or Other Criminal Activity

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the PHA to fully endorse and implement a policy which is designed to:

- **Help create and maintain a safe and drug-free community;**
- **Help maintain an environment where children can live safely, learn and grow up to be productive citizens.**
- **Assist families in their vocational/educational goals in the pursuit of self-sufficiency.**

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Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

HUD Definitions

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the* premises, *not just on or near the* premises.

"Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenants control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

"Drug" means a controlled substances as defined in Section102 of the Controlled Substance Act (21 U.S.C. 802).

"Guest for the purpose of this chapter, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"Household" means the family and PHA-approved live-in aid.

"Other person under the tenants control," for the purposes of the definition of "covered person", means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage.

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Screening for Drug Abuse and Other Criminal Activity.

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

If in the past the PHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the PHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

***Police records will be required as part of the screening process for all adult members on an application.**

Initial screening will be limited to routine inquiries of the family and any other information provided to the PHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

*** If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, the PHA will conduct closer inquiry to determine whether the family should be denied admission.**

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*** Use of Law Enforcement Records**

The PHA will check criminal history for all **adults in the household** to determine whether any member of the family has engaged in violent or drug-related criminal activity.

The PHA will check criminal history for all **adults in the household** to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

*** Verification of any past activity will be done prior to final eligibility.**

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Standard for Violation

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

The PHA may waive this requirement if:

> **The person demonstrates successful completion of a rehabilitation program approved by the PHA, or**
>
> **The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person has died or is incarcerated.**

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past **10 years**.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA may consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 60 months.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past **10 years** by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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"Engaged in or engaging in or recent history of" criminal activity means any act within the past **5** years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The PHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The PHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as [divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence**].**

Permanent Denial of Admission

The PHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The PHA will not waive this requirement.

Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement

No family member may be subject to a lifetime sex offender registration requirement. This provision will not be waived. The PHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where the household members are known to have resided.

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Other criminal activity

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted **of any criminal or drug-related criminal activity within the past** 60 months.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last 60 months.

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Evidence

The PHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

> Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or investigators, and evidence gathered from the PHA Hotline.

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

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Obtaining Information From Drug Abuse Treatment Centers

The PHA will obtain information from Drug Abuse Treatment Centers only when the PHA has received a police record for all household members 18 years or older, who was convicted of any type of drug charge. At that time if conviction is found an authorization form will be signed by the family member.

The authorization will be sent to the drug abuse treatment facility with a PHA postage paid return addressed envelope addressed to the attention of the Public Housing Manager.

The PHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.

Such confidential information will be reviewed by the PHA staff who will make a decision as to the outcome of the review.

Such confidential information will not be misused or improperly disseminated and will be destroyed not later than 5 days after the date on which the PHA gives final approval for admission.

If the application is denied, the information will be destroyed within 30 days following the date on which the statute of limitations for commencement of a civil action from the applicant based upon the denial of admission has expired.

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Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

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Disclosure of Criminal Records to Family

Before the PHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

Hearings

(See Chapter titled "Complaints, Grievances and Appeals")

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

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G. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205]

In developing its admission policies, the aim of the PHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the PHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the PHA.

The PHA's minimum age for admission as head of household is 18 , to avoid entering into leases which would not be valid or enforceable under applicable law. Unless that person is an emancipated minor person recognized by the state. This person must have the legal capacity to sign a legally enforceable lease.

The PHA shall rely upon sources of information which may include, but not be limited to, PHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department.

Factors to be considered in the screening are rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.203(c)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]

Violate the terms and conditions of the lease. [24CFR 960.203(c)].

Require services from PHA staff that would alter the fundamental nature of the PHA's program. [24 CFR 8.3]

Rent Paying Habits

The PHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

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Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the PHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

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Qualified and Unqualified Applicants

Information which has been verified by the PHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family;*

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures, except for a pending PHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The PHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

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Documenting Findings

An authorized representative of the PHA shall document any pertinent information received relative to the following:

- **Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.**
- **Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.**
- **Pattern of Drug Use - includes a determination by the PHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.**
- **Drug-Related Criminal Activity - includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.**
- **Pattern of Alcohol Abuse - includes a determination by the PHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.**
- **Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.**
- **Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.**
- **Abandonment of a Public Housing Unit – without advising PHA officials so that staff may secure the unit and protect its property from vandalism.**
- **Non-Payment of Rightful Obligations – including rent and/or utilities and other charges owed to the PHA (or any other PHA).**

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Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Whether Applicant or tenant is Capable of Maintaining the Responsibilities of tenancy - the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job training program;

Will not apply for various welfare or benefit programs;

Have children;

Have children born out of wedlock;

Are on welfare;

Are students.

Resident Participation in the Screening Process

It is the PHA's policy to encourage resident participation in the applicant intake and screening process.

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H. HEARINGS

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.

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Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of the PHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Applications are available at either Housing Authority PHA Offices. (801 Vine St. or 420 South 8th Street)

Applications will be mailed to interested families upon request.

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The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

   The preapplication will be dated, time-stamped, and referred to the PHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

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B. "INITIAL" APPLICATION PROCEDURES

The PHA will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the preapplication is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Translation will be provided for non-English speaking applicants upon request.

The preapplication will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

Number of family members (used to estimate bedroom size needed)

Street address and phone numbers

Mailing address (If PO Box or other permanent address)

Annual income

Source(s) of income received by household members to determine preference qualification

Sufficient additional information to determine preference qualification

Information regarding request for reasonable accommodation or for accessible unit

Social Security Numbers

Race/ethnicity

Questions regarding previous participation in HUD programs

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Preapplications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the PHA **in writing** of changes in family composition, income, and address, **as well as any changes in their Preference status**. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter on Complaints, Grievances and Appeals.)

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C. NOTIFICATION OF APPLICANT STATUS

If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be **mailed to the applicant by first class mail.**

If the family is determined to be ineligible based on the information provided in the preapplication, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Complaints, Grievances and Appeals."

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D. COMPLETION OF A FULL APPLICATION

The application will contain questions designed to obtain the following information:

Names of head and spouse
Names of adult members and age of all members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Source(s) of income received by household members to determine preference qualification
Sufficient additional information to determine preference qualification
Information regarding request for reasonable accommodation or for accessible unit
Race/ethnicity
Social Security Numbers
Emergency contact person and address and phone number
Arrest convictions

Question regarding previous participation in HUD Programs

Preferences claimed on the preapplication or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to completing the full application.

If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list as non-preference.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

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Applicants on the waiting list who will be selected in the near future will be sent a letter (see Chapter on Tenant Selection and Assignment Plan). The letter will notify the applicant of **an application interview and request the applicant to bring all documents that verify all factors to be verified. Factors to be verified will be listed in the letter.**

These documents will be used for verification only if third party verification cannot be obtained.

After the preference is verified, applicants will be required to:

> **Complete a Personal Declaration Form must be completed in their own handwriting prior to the full application interview. Unless assistance is needed, or a request for accommodation is made by a person with a disability. An applicant will then be interviewed by PHA staff to review the information on the full application form.**

The full application will be **completed when the applicant attends the interview.**

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Requirement to Attend Interview

The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

The head of household is required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 working days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview in advance if s/he misses the appointment. If the applicant does not reschedule or misses **two** scheduled meeting(s), the PHA will reject the application.

If an applicant fails to appear for their interview without prior approval of the PHA, their application will be denied unless they can provide acceptable documentation to the PHA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)

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All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to **preferences,** eligibility and rent calculation.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given **20** working days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

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E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the PHA's housing:

Preference verification

Family composition and type (elderly/non elderly)

Annual Income

Assets and Asset Income

Deductions from Annual Income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

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Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

INTRODUCTION

It is the PHA's policy that each applicant shall be assigned an appropriate place **on an agency-wide waiting list**. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

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PHA's Objectives

PHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence.

By maintaining an accurate waiting list, the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the PHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

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A. MANAGEMENT OF THE WAITING LIST

The PHA will administer its waiting list as required by 24 CFR Part 5, Part 945 and 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in **order of date of application receipt**.

Applications equal in preference will be maintained by **date**.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting Lists

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the PHA to house an applicant in an appropriate unit within a reasonable period of time.

When the PHA opens the waiting list, the PHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including: to reach persons with disabilities, the PHA will provide separate notices to local organizations representing the interests and needs of the disabled.

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The notice will contain:

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

The programs for which applications will be taken.

A brief description of the program.

Limitations, if any, on who may apply.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

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

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

When Application Taking is suspended

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the PHA **will not** maintain a list of individuals who wish to be notified when the waiting list is open.

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The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next **12** months. The PHA will give at least **15** days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

> **Separating the new applicants into groups based on** preferences **and unit size and ranking applicants within each group by date of application.**

The PHA will update the waiting list by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

Reopening the List

If the waiting list is closed and the PHA decides to open the waiting list, the PHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

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Limits on Who May Apply

When the waiting list is open,

> **Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete a preapplication.**

When the application is submitted to the PHA:

> **It establishes the family's date of application for placement order on the waiting list.**

Multiple Families in Same Household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

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B. Site Based Waiting Lists

The PHA does not offer a system of site-based waiting lists.

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C. WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the PHA's Selection Criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the PHA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the PHA to verify their preference and, if verified, the PHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the PHA.

Among applicants with equal preference status, the waiting list will be organized by date and time.

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Local Preferences

Local preferences will be used to select among applicants on the waiting list. Public hearing and /or public notice with opportunity for public comment **will be held before the PHA adopts any local preference. All preferences are equally waited. Only one is necessary to be considered a preference family.**

The PHA uses the following Local Preferences:

1. **Elderly/ Disabled/Handicap**
2. **Involuntary displacement**
    - **A government agency is requiring you to move.**
    - **A member of the family has mobility other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make such changes.**
    - **Action by a housing owner which is beyond a applicant's control.**
    - **Disaster fire, flood etc.**
3. **Substandard Housing**
    - **No useable toilet in the unit for the use of your family.**
    - **No useable tub or shower in your unit for the use of your family.**
    - **Electricity is unsafe or inadequate.**
    - **No safe or adequate source of heat.**
    - **Should but does not have a kitchen. (Single Room Occupancy does not qualify)**
    - **Dilapidated or declared unfit for habilitation by a government agency.**
4. **You are paying more than 50% of your gross income for rent and/or utilities in your current unit for at least the last 3 months.**

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5. Victims of Domestic Violence within the last 6 months.

6. Homelessness.

Treatment Of Single Applicants

Single applicants will be treated as any other eligible family on the PHA waiting list

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D. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY DEVELOPMENT)

The PHA has established the following local admissions preferences for general occupancy developments.

- Date and time of receipt of a completed pre application and list other local preferences.
- The PHA has established the following system to apply local preferences.

1. All local preferences will be treated equally.

*** EXAMPLE A**

First Priority: Elderly families or disabled families

***EXAMPLE B**

Second Priority: Elderly families or disabled families who do not live in the PHA's jurisdiction

***EXAMPLE C**

Third Priority: Near elderly families

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F. VERIFICATION OF PREFERENCE QUALIFICATION

The family may be place on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without a local preference **and given the opportunity for a review.**

Change in Circumstances

Changes in the applicant's circumstances while on the waiting list may effect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

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G. PREFERENCE DENIAL

If the PHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

The PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for **an informal meeting**. The applicant will have **5** working days to request the meeting **in writing or by phone.** If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

H. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the PHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

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I. INCOME TARGETING

The PHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the PHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that the PHA has provided more than 75 percent minimum targeting requirement for the PHA's Section 8 Voucher Program." This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low-income families by the lowest of the following amounts:

> The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or
>
> The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Low Income Family Admissions

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA may fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

Very Low-Income Family Admissions

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA may fill the remainder of its new admission units with families whose incomes do not exceed 50% of the HUD approved area median income.

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J. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The PHA will take the following action when processing families for developments designated for the elderly:

> **Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.**
>
> **When there are insufficient elderly families who wish to reside in a development, near elderly families (head or spouse ages 50-61 receive a preference for this type of unit.**

Procedures to be used when there are insufficient applicants on the list.

Where the PHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units the PHA will notify local senior service centers and local media sources aimed at the elderly **to recruit elderly families for the waiting list for these projects.**

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K. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

The PHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessibility units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

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L. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The PHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Deconcentration and Income –Mixing Goals

The PHA's deconcentration and income mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the PHA's Established Income Range (EIR) to developments below the EIR, and families below the PHA's EIR to developments above the EIR.

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Project Designation Methodology

Annually, the PHA will determine the average income of all families residing in general occupancy developments.

The PHA will then determine the average income of all families residing in each general occupancy development.

The PHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).

> The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the PHA-wide average income for general occupancy developments.

If a covered development is both below the 30 percent area wide median and above the 115 percent income average for PHA-wide covered developments, it will be considered to be within the EIR.

The PHA will then determine whether or not development outside the EIR are consistent with local goals and strategies in the PHA plan. Ay deconcentration policy as needed is described in the PHA plan.

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Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the PHA shall list these covered developments in the PHA Annual Plan.

The PHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable development: *[INSTRUCTION: Select all that apply.]*

***Skipping a family on the waiting list** [or transfer list] **to reach another family in an effort to further the goals of the PHA's deconcentration policy.**

If a unit becomes available at a development below the EIR, the first eligible family on the waiting list [or transfer list] with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list [or transfer list] with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list [or transfer list] with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list [or transfer list] in preference order regardless of income.

If a unit becomes available at development above the EIR, the first eligible family on the waiting list [or transfer list] with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list [or transfer list] with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, or no family with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list [or transfer list] in preference order regardless of income.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PGA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deoncentration policy. However, the PHA shall uniformly limit the number of offers received by applicants [and transfer families], described in this Chapter.

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***The PHA shall establish a preference for admission of working families in covered developments below the EIR.**

***The PHA shall target investment and capital improvements toward covered developments below the EIR to encourage applicant families whose income is above the EIR to accept units in those developments. These improvements are described in the PHA Plan.**

***The PHA shall offer incentives to families with incomes above the EIR willing to move into a development with average income below the EIR and/or to families with incomes below the EIR willing to move into a development with average income above the EIR. These incentives are described in the PHA Plan.**

Deconcentration Compliance

If at annual review, the average incomes at all general occupancy developments are within the Established Income Range, the PHA will be considered to be in compliance with the deconcentration requirement.

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M. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, PHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The PHA shall not require any specific income or racial quotas for any development or developments.

A PHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

N. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

[**INSTRUCTION:** *Use only if the PHA has both Public Housing and Section 8 programs.*]

***The PHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the PHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the PHA must offer to place the family on the public housing waiting list.**

***The PHA will merge its waiting lists for all programs.**

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O. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within **30** days s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the proscribed period.

The PHA will give written notification to all applicants who fail to respond at the required times.

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P. OFFER OF ACCESSIBLE UNITS

The PHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

See "Leasing" chapter.

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Q. PLAN FOR UNIT OFFERS

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

Plan "A". Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The PHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

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R. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

S. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the PHA will:

Remove the applicants name from the waiting list for Public Housing.

Removal from the waiting list means:

Applicant will be listed as ineligible for Public Housing but, will remain eligible for other waiting list offers (Section 8 or Moderate Rehab).

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T. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within **30** days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the PHA will send a **letter.**

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for *"good cause,"* the applicant will not be **removed from the waiting list.**

Examples of *"good cause"* reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

> An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]
>
> **A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.**
>
> **The unit is inappropriate for the applicant's disabilities.**

Applicants With a Change in Family Size or Status

Changes in family composition or status between the time of the interview and the offer of a unit will be processed.

The family will take the appropriate place on the waiting list **according to** the date they first applied **and any applicable preference.**

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REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, the PHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

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Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The PHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

*** For occupancy standards, an adult is a person 18 years or older** [or an emancipated minor].

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

*** One bedroom will generally be assigned for every two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.**

*** Generally the PHA will assign one bedroom to two people within the following guidelines: Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 4.**

*** Adults of different generations, persons of the opposite sex (other than spouse), and unrelated adults will not be required to share a bedroom.**

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*** Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.**

*** Space may be provided for a child who is away at school but who lives with the family during school recesses.**

*** Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.**

*** Single person families shall be allocated one bedroom.**

The living room will not be used as a bedroom..

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

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B. EXCEPTIONS TO OCCUPANCY STANDARDS

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- **The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if** the waiting list is short of families large enough to fill the vacancy

In all cases, where the family requests an exception to the general occupancy standards, the PHA will evaluate the relationship and ages of all family members and the overall size of the unit.

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The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The PHA will consider these requests:

Person with Disability

The PHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified **and meets requirements in the "Service and Accommodations Policy" section of Chapter 1.**

Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a **doctor.**

All members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within **14** days.

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C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS:

D. ACCESSIBLE UNITS

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

*** No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.**

*** Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.**

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E. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Deputy Executive Director who will make determination after review of the situation, the individual circumstances, and the verification provided.

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Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now gives PHA's broader flexibility. The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for this PHA is **$0.** The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the PHA

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

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PHA Procedures for Notification to Families of Hardship Exemptions

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

The PHA requires $0 minimum rent therefore no hardship exemption is necessary.

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Exemptions to Minimum Rent

The PHA will immediately grant the minimum rent exemption to all families who request it.

The Minimum Rent will be suspended until the PHA determines whether the hardship is:

Covered by statute

Temporary or long term

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

HUD Criteria for Hardship Exemption

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the PHA or HUD

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PHA Policy Regarding Hardship Exemption

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, the PHA has established policy regarding the above-mentioned HUD criteria.

The PHA requires $0 minimum rent; therefore no hardship exemption is necessary.

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Temporary Hardship

If the PHA determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payments from time of suspension, but the family will not be evicted for nonpayment of rent during the 90-day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

* If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and divide it by [3/6/9/12] to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

* The PHA requires $0 minimum rent; therefore no hardship exemption is necessary.

* The PHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the PHA."

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Retroactive Determination

The PHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

If the family is owed a retroactive payment, the PHA will offset the family's future rent payments by its amount in which the PHA owes the family.

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B. INCOME AND ALLOWANCES

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

Permissive Deductions

The PHA does not adopt any additional permissive deductions to annual income of tenants.

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Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

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C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

The PHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are several types of training programs that are eligible for one or more types of income exclusion.

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1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

At all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits,* is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

HUD-FUNDED TRAINING PROGRAM

The regulation at 24 CFR 5.609(c)(8)(i) states that all amounts received under training programs funded by HUD are to be excluded from annual income.

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Who is Eligible for the Exclusion?

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Other Factors to Be Considered

If a resident has no income the day they enter a training program, but has a history of employment in the past, the PHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job-training program, the base pay for that resident will be zero.

If more than **six** months go by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the PHA within **10** days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The PHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the PHA within **10** days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

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D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;

2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

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The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Phase-in Exclusion:

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the PHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

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Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:

If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the PHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

Applicability to Child Care and Disability Assistance Expense Deductions:

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

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Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the 12-month phase-in period began

Date(s) earned income resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)

Date the family member has received a total of 12 months of the phase-in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

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E. INDIVIDUAL SAVINGS ACCOUNTS

The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

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F. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

G. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION

Upon employment with the PHA or officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

H. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA will:

Average known sources of income that vary to compute an annual income.

Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

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I. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to

Have each adult member sign a zero income affidavit, and to report any new income as soon as they receive this income. This income will be counted after the appropriate 30-day notice. (See interim reexamination policy).

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J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the Total Tenant Payment by:

Remove the person permanently confined to the nursing home from the lease and sign a new lease with any remaining household members. Deductions for medical expenses would only apply if the new household were determined to be eligible for medical deductions. (Live-in-aids are not considered household members and are therefore not eligible to take over the lease as a remaining household member.)

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K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every **3** months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than **$250.00** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than the award if:

The PHA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a **certified** copy of the divorce decree.

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M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments, which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The PHA uses a calculation method, which calculates retroactively, or prospectively depending on the circumstances.

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Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

The PHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, the PHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

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Retroactive Calculation Methodology

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family has the choice of paying **this "retroactive" amount to the PHA in a lump sum.**

OR

At the PHA's option, the PHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

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N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is **$1,000**. If the total value of assets disposed of within the two-year period is less than **$1,000,** they will not be considered an asset.

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P. CHILD CARE EXPENSES

Unreimbursed childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

If a tenant is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the childcare expense deduction.

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in the PHA's jurisdiction.

Allowability of deductions for childcare expenses is based on the following guidelines:

Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. * **The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.**

Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour **travel time to and from school).**

Amount of Expense: If the PHA determines the amount to be excessive, they will survey the local care providers in the community to determine what is reasonable. The PHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

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Q. MEDICAL EXPENSES [24 CFR 5.603]

Nonprescription medicines will not be considered a medical expense.

Acupressure and acupuncture will not be considered allowable medical expenses.

Chiropractic services will **be considered allowable medical expenses.**

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

Applicability

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

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families is entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated TTP Calculation for Mixed Families

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

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Prorated Flat Rent for Mixed Families

The PHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.

Subtracting the flat rent from the Maximum Rent to determine Family Maximum Subsidy.

Dividing the Family Maximum Subsidy by the number of persons in the family to determine the Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Flat Rent.

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S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

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The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The welfare agency, at the request of the PHA, will inform the PHA of:

amount and term of specified welfare benefit reduction for the family;

reason for the reduction; and

subsequent changes in term or amount of reduction.

Cooperation Agreements

The PHA has a written **cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.**

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T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to **the tenant**.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

PHA has no Developments with resident paid utilities.

U. EXCESS UTILITY PAYMENTS

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

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V. CEILING RENTS

Ceiling rents are a function of income-based rent. For all units where ceiling rents are applied, the lower of the total tenant payment or the ceiling rent will be applied. The PHA will ensure that its ceiling rents will be unit based and not applied to certain families or certain categories of families.

The PHA established HUD-authorized ceiling rents for all of its public housing units before October 1, 1999.

HUD-authorized ceiling rents have been replaced with flat rents.

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W. FAMILY CHOICE IN RENTS

Authority for Family to Select

The PHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The PHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the PHA.

Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

Allowable Rent Structures

Flat Rents

The PHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:

> Is based on the rental value of the unit, as determined by the PHA; and
>
> Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The PHA's methodology used to establish flat rents is described in the PHA Plan.

PHA is a Moving-To-Work Agency at the time this ACOP has been adopted by the Board.

The PHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.

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Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly-adjusted income;

10 percent of the family's monthly income; or

The PHA/s Minimum TTP of **Zero**

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Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the PHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

Annual Reexamination

Within a reasonable time in advance of the annual reexamination, the family will be sent a form from the PHA, on which the family will indicate whether they choose flat rent or income-based rent. The PHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the family will fill out and return a PHA form to certify family composition. This form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to PHA policy.

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Chapter 7

VERIFICATION PROCEDURES

[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the PHA. Applicants and program tenants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. **Up-Front Income Verification (UIV)**: UIV tool at this time is tass and the work number is valid for 120 days from date of receipt.
2. **Third-Party Written**: A written third party verification to substantiate claims made by an applicant or resident.
3. **Third-Party Oral**: The PHA may also use telephone verifications.
4. **Review of Documents**: The PHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
5. **Family Certification**: A **notarized** family certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, PHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

For applicants, verifications may not be more than **60 days** old at the time of **unit offer.**

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than **60 days**.

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General Verification Policy

A. METHODS OF VERIFICATION AND AGE OF DATA (24 CFR 960.259(c)

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Up-front income verification (UIV)
2. Third-party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

Up-Front Income Verification

The PHA will utilize up-front income verification tools, including TASS and the Work Number, whenever possible.

When HUD announces the availability of the UIV system for our PHA, we will utilize additional UIV tools, including a centralized computer matching system. The PHA will pursue other computer matching agreements with federal, state, and local government agencies.

Use of Third-Party Verification to Supplement Up-Front Income Verification

Up-front income verification replaces, to the maximum extent possible, the more time consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verifications documents. However, third-party verification may continue to be necessary to complement up-front income verification. Up-front income verification should not be considered and automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation, such as original, current tenant-provided documents.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source.

Third-party written verification forms will be sent and returned via first-class mail. The family will be required to sign an authorization allowing the information source to release the specified information.

Two attempts to obtain third-party verification will be made before relying on another method.

Verifications received electronically directly from the source are considered third-party written verifications.

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Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. The PHA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

The PHA will allow four weeks for return of third-party verifications.

If third-party written verification is not used, the PHA will document the reasons in the file.

Verifications are valid for 90 days from date of receipt.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, the PHA must originate the call. If third-party verification is not available, the PHA will compare the specified information to any documents provided by the family.

Review of Documents

In the event that third-party written or oral verification is unavailable or information has not been verified by a third party within four weeks, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following documents from families providing that tampering can be easily noted:

- Printed wage stubs
- Computer printouts from employers
- Signed letters (provided that the information is confirmed by phone)
- Other documents identified by PHA as acceptable verification

The PHA will accept faxed documents.

The PHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the PHA will contact the third-party source and the family to resolve differences.

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The PHA will allow up to one week for families to provide documents when third-party verification is impossible to obtain.

The PHA will not delay the processing of an application beyond 45 days because a third-party information provider does not return a verification in a timely manner.

Self-Certification/Self-Declaration

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement signed under penalty of perjury in the presence of a witness.

The PHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

B. RELEASE OF INFORMATION

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

Verification Policies:

- Form HUD-9886 must be signed by:
  - All adult family members-i.e., those 18 years or older (24 CFR 5.230(a))
  - The family head and spouse regardless of age (24 CFR 5.230(a))

- This form can be used between regular reexaminations to verify unreported income.
  - The form is valid for 15 months after the date it was signed. (24 CFR 5.230(c)(4))

- HUD-9886 may be used by PHAs to obtain the following information **only**:
  - Wage and unemployment compensation from state wage information collection agencies (SWICAs)
  - Salary and wage information from current and former employers
  - Unearned income from financial institutions

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C. COMPUTER MATCHING

(**NOTE**: HUD has temporarily suspended income matching for years 1998 and forward).

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D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

Legal Identity (Picture I.D.)

Proof of Birth

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

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Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

Wages/Salaries

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
Wages/Salaries	Use of cooperative agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person. Agreements with private vendor agencies, such as The Work Number or Choice Point to obtain wage and salary information. Use of HUD systems.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. **Note:** the PHA must document in the ternate file, the reason third party verification was not available	The PHA may accept a declaration or from the tenant that declares the families' total annual income from earnings. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

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Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Social Security Benefits	Use of HUD Tenant Assessment Sub-system (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount.	The PHA may accept an original SSA Notice from the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Unemployment Compensation

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Unemployment Benefits	Use of cooperative agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

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Welfare Payments or General Assistance

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Welfare Benefits	Use of cooperative agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Pensions

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Pensions	Use of cooperative agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

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Family's self-certification of amount received and of this likelihood of alimony payments being received in the future, or that alimony payments are not being received.

Alimony or Child Support Payments

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. A notarized **letter from the person paying the support.**

3. **Verification from the Jefferson County Attorney 's Office.**

5. If payments are irregular, the family must provide:

   - **Verification from the Jefferson County Attorney's Office.**
   - **The PHA will accept as verification that the family is receiving and amount less than the award if the PHA receives verification from the agency responsible for enforcement or collection.**

Child Support

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of cooperative agreements with the local Child Support Enforcement Agency to obtain current child support amount electronically, by mail or fax or in person.	The PHA mails, faxes, ore-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support payments.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support payments.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support payments. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

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Net Income from a Business or Self-Employment

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Family self-declaration as to net income realized from the business/self employment during previous year.

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Child Care Business

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid. The form will then be mailed to the person whose children are being cared for verification by signatures.

Recurring Gifts

The family must furnish a statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

If total of gifts is less than 250.00 per year

Zero Income Status

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

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Full-Time Student Status

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Verification of Income Exclusions

The PHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions is not possible or practical, a review of documents or self certification will be obtained.

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Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of $480 for each full-time student 18 years old or older (excluding head or household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by the resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pays of any family member other than the head and spouse. If other family members are away from home in the military, the PHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

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Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Nonrecurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

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Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first $2000 of per capita shares from judgment funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

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The first $2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of $480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

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Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifid a who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

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F. INCOME FROM ASSETS

Acceptable methods of verification include:

Checking, Savings, Certificate of Deposits Interest Income and Dividends

Will be verified by:

1. PHA verification forms, passbooks, certificates of deposit, or account statements completed by the financial institution.

2. PHA will require tenant to provide three consecutive bank statements to verify account balances.

3. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

4. IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

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G. VERIFICATION OF ASSETS

Family Assets

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

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H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Third-party verification from the person or agency that receives the payments is required.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Disability Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Third-party verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Third-party confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Third-party `confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

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For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The PHA will use mileage at the **PHA's** rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

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Assistance to Persons with Disabilities

In All Cases:

Third-party certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

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I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Current, valid Driver's license or personal identification issued by the Department of Transportation.

U.S. passport	**Company I.D. Card**	**Certificate of Birth**
Company I.D. Card	**U.S. Military Discharge DD 214**	**Church Issued Baptismal Cert.**

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth	**Health & Human Services I.D. (Medical Card)**
School Records	

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Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Self-Declaration for separation only

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

- Official identification showing name
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

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Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

* If no other proof can be provided, the PHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) **through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.**

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Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

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Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. PHAs that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents. The PHA **will** grant an extension of **30** days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

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Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- **Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)**

  Verification of benefits or SSN from Social Security Administration

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New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the PHA. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional **60** days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

Third-party certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

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J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Louisville Metro Housing Authority and Other PHAs (to whom the family may owe debt)

(See chapter on Eligibility.)

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

Drug-related or violent criminal activity

The PHA will complete a criminal background check of all applicants including other adult members in the household.

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Housekeeping

The PHA will obtain references from prior the most recent landlord to determine acceptable housekeeping standards.

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K. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 960.206]

Local Preferences

1. **Elderly/Disabled/Handicap Proof of Birth Third-Party**

2. **Involuntary Displacement**

Families who claim they are being or have been displaced due to either a disaster or government action: written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

Families who claim they have been or are about to be displaced to avoid reprisals for providing information to assist police in a criminal investigation.

Certification of threat assessment by a law enforcement agency

Written recommendation from law enforcement agency.

Families who claim to be displaced by hate crimes.

Written statement from law enforcement agency, Kentucky Commission on Human Rights, Louisville/Jefferson County Human Relations Commission, or HUD Fair Housing Staff Representative.

Displacement by inaccessibility of unit.

Statement by a social service staff person, doctor or health care provider who knows of the lack of reasonable accommodation in the unit.

3. **Substandard Housing**

(See Chapter 4 Section C for definition of Substandard Housing)

Third-Party verification by a government agency charged with enforcing the codes or conditions of the units, and documentation that a landlord tenant relationship exists.

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4. Rent Burden: Paying more than 50% of income for rent and/or utilities in your current unit for at least the last three (3) months.

   Families will be required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in the unit.

   Families must furnish copies of rental receipts, the lease, and canceled checks or money orders receipts. A landlord tenant relationship must be documented.

   At the family's option, the PHA can use either the actual cost of utilities or the PHA's Section 8 utility allowance schedule. To verify the amount the family actually paid for utilities not included in the rent (if the Section 8 Utility Allowance Schedule is not used):

   Copies of bills showing previous utility payments

   or

   Written verification of consumption costs directly from the utility or service supplier

   Verification must be provided for a minimum period of 12 months

5. Victim of Domestic Violence within the last six (6) months.

   Third-party verification from the appropriate agency representative who is aware of the violence due to a professional working relationship (law enforcement, physician, social service worker, counselor or representative).

   The family member must certify that the abuser will not reside with the family unless the Housing Authority has given written approval. The lease may be terminated for violation of this certification.

6. Homelessness

   Written verification completed by a staff person in charge of operating a shelter or transitional housing unit. Either entity must be able to state they are aware of the family's homelessness due to a professional working relationship with the family for at least 60 days.

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Chapter 8

TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

It is the policy of the PHA to require or permit resident transfers, within and/or between PHA public housing developments for the following reasons:

To abate dangerous and/or substandard living conditions.

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability; and

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.

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A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

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B. ELIGIBILITY FOR TRANSFER

Absent extenuating and emergency circumstances compelling a transfer, no transfer will be granted a resident until such time as that resident has resided in his/her present apartment for at least twelve (12) months.

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the PHA, to substantiate their request, and must be in good standing with the PHA.

Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.

The PHA will charge the families for any damages to the previous unit.

Except in emergency situations, transfers will be avoided when the family is:

- **Delinquent in its rent;**
- **About to be asked to move for reasons other than non-payment of rent.**
- **Not in good standing with the PHA due to rental history or a history of disturbances.**
- **The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."**

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C. PRIORITY OF TRANSFERS

The Transfer Waiting list will be maintained in rank order according to the following priorities:

Emergency

Transfers will be within the housing development unless emergency transfers cannot be accomplished in this manner.

- **Emergency transfers are initiated by** the PHA and/or written family request.

Medical hardship and accessibility

Medical hardship and accessibility transfers are initiated by the PHA and/or written family request.

Transfers will be within the housing development unless emergency transfers cannot be accomplished in this manner.

Under housed (Overcrowded)

Transfers are initiated by the PHA and/or written family request.

Executed when family's name reaches the top of transfer list and authorized unit available

Transfers will be within the housing development unless emergency transfers cannot be accomplished in this manner.

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Over housed

Transfers are initiated by the PHA and/or written family request.

Transfers will be within the housing development unless emergency transfers cannot be accomplished in this manner.

Executed when family's name reaches top of transfer list and authorized unit available.

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D. EMERGENCY TRANSFER

The PHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood or other causes to such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident's household, the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the PHA for the expense of repairing such damage.

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E. SPECIAL CIRCUMSTANCES TRANSFER

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit once rehabilitation is complete.

There is a reasonable fear of direct violence against the resident. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

The PHA may seek input from local law enforcement regarding all requests for transfers due to threat of violence.

Transfers due to threat of violence shall have priority over other transfers except for emergency transfers.

The PHA has a need, at the discretion of the Deputy Executive Director of Operations to transfer the resident family to another unit.

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F. MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list.

The family must agree to transfer within thirty (30) business days of an appropriate unit being offered by the Housing Authority.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

The PHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have 5 working days from the issue date of the Notice to Terminate to request an informal conference.

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G. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the Housing Authority will consider any other special circumstances transfers.

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H. MOVING COSTS

The resident, except when the transfer is due to inhabitability, through no fault of the resident, or when the transfer is due to the need of the PHA, will pay all moving costs related to the transfer.

I. SECURITY DEPOSITS

Security deposits will always be transferred from the old unit to the new unit. The family will be required to pay any additional deposit required due to moving from one project to another.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment. The office is responsible for collecting any maintenance charges due the PHA.

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J. PROCESSING TRANSFERS

*** There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both projects carry the resident on their books at the same time.**

*** The resident's records will show a continuous residence in public housing in one development or the other, but not in both projects at the same time.**

*** Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.**

Losing Developments

*** Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a transfer move-out on the Project Daily Report.**

Gaining Developments

*** Transfers from other developments will be processed in the same manner as move-ins, including a new lease.**

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K. TRANSFER REQUEST PROCEDURE

*** Residents requesting transfer to another unit or development will be required to submit a Request for Transfer form.**

*** Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Deputy Executive Director of Operations will evaluate the request to determine if a transfer is justified.**

*** Residents applying for a transfer will be interviewed by the Housing Manager to determine the reason for the request and to determine whether a transfer is justified.**

*** If the interview reveals that there is a problem at the family's present site, the Manager will address the problem and until solved to the Manager's satisfaction, the request for transfer will be denied.**

*** The approved request for transfer form will be kept in a file arranged in chronological order [or on the computer] by bedroom size.**

*** The gaining development may request the resident's file for review, prior to making a decision on the requested transfer. A second copy of the Request for Transfer will be filed in the resident's folder.**

*** If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the location and bedroom size desired.**

*** The resident will be informed of the security deposit procedures.**

*** If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.**

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L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

M. REEXAMINATION DATE

The date of the transfer does not change the reexamination date.

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N. TRANSFER TO AND FROM THE SECTION 8 PROGRAM

The Housing Authority allows residents to transfer between the Section 8 Voucher Program and the Public Housing Program to allow more choices for the residents.

Transfers to Section 8 assistance from Public Housing.

After the initial 12-month period, the family can request a transfer at the time of the annual recertification.

The family must be in good standing with the Public Housing Program to request a transfer (ex. account must be paid in full, no pending terminations or evictions).

If the transfer is not successful, the family may request a transfer only at the next annual recertification.

The family agrees to move to the Section 8 unit after it passes inspection. The family is responsible for rent until the keys are returned and the unit is fully vacated. Failure to vacate the Public Housing unit will cause termination from both programs for failure to occupy the Section 8 unit.

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Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Upon execution of the lease, a PHA representative will provide a lease orientation to the family head/spouse and all other adult members of the household. The orientation may be conducted with more than one family.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- **A copy of the Lease**
- **A copy of the PHA's lease and grievance procedure**
- **A copy of the House rules if applicable**
- **Emergency/work order contact number**
- **Gun registration form**
- **Removal and refund authorization**
- **Community SVC & Self Sufficiency Policy**

Topics to be discussed will include, but are not limited to:

- **Applicable deposits and other charges**
- **Provisions of the Lease**
- **Family Choice of Rents**
- **Unit maintenance and work orders**
- **Occupancy requirements**
- **Grievance Procedure**
- **Community Service**

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B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

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C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse and all other adult members of the household, and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one PHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

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Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to PHA assistance.

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

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D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

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1. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

2. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

3. **Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.**

4. **Residents must advise the PHA when they will be absent from the unit for more than 14 days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease.**

5. Family members 18 and over who move from the dwelling unit to establish new households shall be removed from this lease. This tenant must notify the PHA of the move out within 14 calendar days of this occurrence.

    - These individuals may not be readmitted to the unit and must apply as new applicants for placement on the waiting list.

6. The resident may not allow visitors to stay overnight more than 14 days in a twelve month period.

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E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

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G. SECURITY DEPOSITS

Security Deposit

New tenants must pay a security deposit to the PHA at the time of admission.

The amount of the security deposit required is specified in the lease.

The PHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA.

The remainder of the deposit must be paid in no more than four installments with each of the next four monthly rental payments.

The PHA will hold the security deposit for the period the tenant occupies the unit.

The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The PHA will refund the Security Deposit less any amounts owed, within **30** calendar days after move out and tenant's notification of new address.

The PHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, the PHA will provide a meeting to discuss the charges.

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

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

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If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges. The tenant must pay any additional deposit at the time of transfer due from a change in complex.

Pet Deposit

See chapters on pet policy.

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H. RENT PAYMENTS

The tenant rent is due and payable at the PHA-designated location on the 8th **day** of every month. If the 8**th day** falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

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

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the 8th day of the month, Notice to Vacate will be issued to the tenant with a 14-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the **8th day** of the month, a late fee of **$10.00** will be charged.

A charge of $20.00 **will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. Once notified of non-sufficient funds (NSF), the rent will be considered unpaid and a fourteen day notice is issued to the tenant.**

Partial payments for rent will not be accepted.

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J. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office, and they will be provided to applicants and tenants upon request.

K. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the main office, and:

Mailed by first class mail to the resident.

Posted in the management office.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

L. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

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M. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, will be kept in the tenant file.

Vacate Inspections

The PHA Staff will access the Vacate Report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies.

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If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given 30 days **to correct noted items, after which a follow-up inspection will be conducted.**

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Required corrections will be repaired by the PHA within the number of days indicated on the inspection report.

Resident will be notified of the number **days before the** due **date of the required repairs.**

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

The PHA Inspection **management** staff will conduct quality control inspections on **5% of** units inspected **by the department.**

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The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

Special Inspections

Housing management staff may request the **manager** to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of there monitoring may inspect a sampling of the PHA's inventory.

Other Inspections

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the manager may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

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Emergency Repairs to be completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Plumbing leaks that can cause flooding or damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard

Units with elderly residents in which the PHA-owned air conditioner or heater (seasonal).

Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" in this chapter.)

Entry of Premises Notices

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The PHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member must be present in the unit during the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason this unit was entered and the date and time.

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Where the PHA is conducting regular annual examinations of its housing units, the family will receive at least one week **notice of the inspection to allow the family to prepare and be able to pass the inspection.**

Reasons the PHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The PHA will reschedule the inspection no more than once **unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.**

Repairs requested by the family will not require prior notice to the family.

Non-Inspection Emergency Entry

The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

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Family Responsibility to Allow Inspection

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. 48 **hour written notice will be considered reasonable in all cases.**

The resident is notified of the inspection appointment by mail. The family must call the PHA at least 24 **hours before the inspection date to reschedule the inspection, if necessary.**

The PHA will reschedule the inspection no more than once **unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.**

Failure to meet the inspector or to request a reschedule is considered a refusal to allow the inspection and therefore a violation of the lease.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the PHA will notify the family of its intended action.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within **30** working days by housing management staff.

If the family fails to comply with the reinspection it can result in lease termination.

Tenant charges will be issued to residents who purposely and for convenience disengage the unit's smoke detector or fail to replace the battery in a battery detector.

A warning letter will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

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Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS
[24 CFR Part 5, Subpart C]

INTRODUCTION

PHAs have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled projects. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

*** Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.**

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;
That the animal has been trained to assist with the specified disability.

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A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management.

The pet owner must submit and enter into a Pet Agreement with the PHA.

Registration of Pets

Pets must be registered with the PHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

*** Dogs and cats must be spayed or neutered. (Doctor required. Signed by licensed vet.)**

*** Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.**

*** Approval for the keeping of a pet shall not be extended pending the completion of these requirements.**

***Each pet owner must display a "pet here" sticker, provided by PHA, which will be displayed on front door or window of unit at all times.**

Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

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The PHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

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B. STANDARDS FOR PETS

*** If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.**

Pet rules will not be applied to animals that assist persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must certify:

*** That there is a person with disabilities in the household;**
*** That the animal has been trained to assist with the specified disability; and**
*** That the animal actually assists the person with the disability.**

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

*** Tenants are not permitted to have more than one *type* of pet.**

1. Dogs

*** Maximum number: [1]**
*** Maximum adult weight: 25 pounds (no puppy whose projected adult weight will be 25lbs. or more)**
*** Must be housebroken**
*** Must be spayed or neutered**
*** Must have all required inoculations**
*** Must be licensed as specified now or in the future by State law and local ordinance**

2. Cats

*** Maximum number: [1]**
*** Must be declared**
*** Must be spayed or neutered**
*** Must have all required inoculations**
*** Must be trained to use a litter box or other waste receptacle**
*** Must be licensed as specified now or in the future by State law or local ordinance**

3. Birds

*** Maximum number: [1]**
*** Must be enclosed in a cage at all times**

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4. Fish

Maximum aquarium size: [**35 gallons**]
*** Must be maintained on an approved stand**

5. Rodents (guinea pig, hamster, or gerbil ONLY)

Maximum number: [1]
*** Must be enclosed in an acceptable cage at all times**
*** Must have any or all inoculations as specified now or in the future by State law or local ordinance**

6. Turtles

Maximum number: [1]
*** Must be enclosed in an acceptable cage or container at all times**

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C. PETS TEMPORARILY ON THE PREMISES

*** Residents are prohibited from feeding or harboring stray animals.**

* D. PET AREAS ALLOWED RULE

1. Pets must be maintained within the resident/pet owner's unit. When outside the apartment (within the Management Office, laundry areas, on development grounds).

2. Pets are not allowed in common areas including halls, lobbies, community room or laundry areas except to enter and exit the building through the Main Entrance Doors of the facilities to which this policy pertains.

3. Residents are permitted to exercise animals and to permit dogs to relieve themselves of body wastes in the yard designated as the area for this particular unit. Residents must remove the solid waste deposited each time their pet relieves itself.

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E. ADDITIONAL FEES AND DEPOSITS FOR PETS

*** Tenants with animals must pay a pet deposit of 300.00 refundable.**

*** The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.**

*** An initial payment of** [100.00] **on or prior to the date the pet is properly registered and brought into the apartment, and;**

*** Monthly payments in an amount no less than** [100.00] **until the specified deposit has been paid in full.**

*** The PHA reserves the right to change or increase the required deposit by amendment to these rules.**

*** The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.**

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

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

*** All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:**

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

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F. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

G. PET WASTE REMOVAL CHARGE

*** A separate pet waste removal charge of** [25.00] **per occurrence will be assessed against the resident for violations of the pet policy.**

Pet waste removal charges are not part of rent payable by the resident.

*** All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:**

*** The cost of repairs and replacements to the dwelling unit;**

*** Fumigation of the dwelling unit.**

*** If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.**

*** If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit and or security deposit. The resident will be billed for any amount that exceeds the pet deposit.**

*** The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.**

*** The expense of flea disinfestations shall be the responsibility of the resident.**

* H. PET AREA RESTRICTIONS

*** Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.**

*** Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.**

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*** I. NOISE**

*** Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities. Failure to control pet noise may result in removal of pet from the premise.**

*** J. CLEANLINESS REQUIREMENTS**

*** Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.**

*** Litter shall not be disposed of by being flushed through a toilet.**

*** Litter boxes shall be stored inside the resident's dwelling unit.**

*** The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.**

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* K. PET CARE

*** No pet (excluding fish) shall be left unattended in any apartment for a period in excess of [12] hours.**

*** All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.**

*** Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.**

L. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

* M. INSPECTIONS

*** The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.**

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* N. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has [14] days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

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* O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within [**14**] days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

* P. TERMINATION OF TENANCY

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

* Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets that are poorly cared for or have been left unattended for over [**12**] hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

*** If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.**

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* R. EMERGENCIES

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

*** If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.**

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*** S. THE FOLLOWING ARE NOT CONSIDERED "COMMON HOUSEHOLD PETS":**

- **Domesticated dogs that exceed** [25] **pounds.** (Animals certified to assist persons with disabilities are exempt from this weight limitation).
- **Vicious or intimidating pets. Dog breeds including** [pit bull/rottweiler/chow/boxer/ Doberman/Dalmationa/german shepherd] **are considered vicious or intimidating breeds and are not allowed.**
- **Animals who would be allowed to produce offspring for sale.**
- **Wild, feral, or any other animals that are not amenable to routine human handling.**
- **Any poisonous animals of any kind.**
- **Fish in aquariums exceeding** [35] **gallons in capacity.**
- **Non-human primates.**
- **Animals who climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.**
- **Pot-bellied pigs.**
- **Ferrets or other animals who natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.**
- **Hedgehogs or other animals who protective instincts and natural body armor produce a risk of serious puncture injuries to children.**
- **Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.**
- **Pigeons, doves, mynahs, psittacoses, and birds of other species that are hosts to the organisms that cause psittacosis in humans.**
- **Snakes or other kinds of reptiles.**

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Chapter 11

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Part 960, Subpart G]

INTRODUCTION

The policy is the same for all public housing units. (See chapter 10 for policy content.)

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

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ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

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Chapter 12

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

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B. ANNUAL REEXAMINATION

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

The annual recertification date will not change.

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Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least **[90]** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The Personal Declaration Form will be signed by head of house and all adult family members and returned to the PHA.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, complete the section indicating verifying all current family members, signing the document, and returning the document to the PHA.

If the family chooses flat rent, no reexamination appointment will be necessary.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the PHA will use the following methodology for conducting annual recertifications:

To schedule the specific date and time of appointments in the written notification to the family.

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Persons with Disabilities

Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview **at the person's home,** upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a *Personal Declaration* form prior to all annual and interim recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

The head of household;

All other adult household members.

If the head of household is unable to attend the interview:

The appointment will be rescheduled.

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Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to **1** day prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will

Not schedule **a third appointment.**

Terminate tenancy for the family.

Exceptions to these policies may be made by Public Housing Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Picture I. D. for all adult members of the household

Personal Declaration Form completed by head of household and signed by all adult members

Documentation of income for all family members

Documentation of liquid and non-liquid assets (bank statements, etc.)

Documentation to substantiate any deductions or allowances

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Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than **120** days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

Changes In The Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent **increases**, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

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Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

If the tenant rent decreases change will be effective the first of the following month that the family reported the change. If necessary, the PHA will run another HUD 50058 as an annual recertification.

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C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

When there is a change in family composition, the PHA will complete an application for continued occupancy and reverify, using the same procedures the PHA staff would use for an annual reexamination

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

Interim Reexamination Policy

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Increases in Income to be Reported

Families paying flat rent are not required to report any increases in income or assets.

Families are not required to report any increases in income or assets until the annual recertification, unless a new family member joins the household (see C. Reporting Interim Changes.)

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Increases In Income and Rent Adjustments

The PHA will not process rent adjustments resulting from any increase in income until the next regularly scheduled recertification, other than when a new member joins the household or a family has previously reported zero income.

Rent increases (except those due to misrepresentation by the tenant or as a result of termination for failure by the tenant to verification timely) require 30 days notice.

If a tenant delays the process of furnishing income verification to the point of termination and they are reinstated there is no 30 days notice required if the termination is determined to be the fault of the tenant.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than 30 calendar days.

The PHA will process rent adjustments whenever there is a decrease in income effective the first of the month, following the month in which the decrease was reported.

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D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

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Definition of Covered Family

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income"

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

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Cooperation Agreements

The PHA has a **written** cooperation agreement in place with the local welfare agency which assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income

A statement that the tenant may request a grievance hearing.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

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E. OTHER INTERIM REPORTING ISSUES

An interim reexamination will be scheduled for families with zero income **as soon as possible after income has been reported**.

In the following circumstances, the PHA may conduct the interim recertification by mail:

As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")

Any changes reported by residents other than those listed in this section will not be processed between regularly scheduled annual recertifications.

PHA Errors

If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

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F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within **ten** working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within **ten** working days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

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Procedures when the Change is not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

> **Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to **sign a Repayment Agreement or make a lump sum payment.**
>
> **Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the PHA and not retroactively.

Procedures when the Change is not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

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G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within **10** working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household **or spouse** that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse **will notify the PHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.**

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Increase in Family Size

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of any relation of the head or spouse.

Addition of a PHA-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of Temporarily/Permanently Absent

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

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Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than **fifteen** consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

Conduct home visit

Write letters to the family at the unit

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than **15** consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

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Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 4 consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **120** consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than **120** consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **120** consecutive days. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 12 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

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Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first **14** calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than **120** days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

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Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted.

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Visitors (See Chapter on Leasing)

Any adult not included on the HUD 50058 who has been in the unit more than **14** consecutive days, or a total of **fifteen** cumulative days in the month will be considered to be living in the unit as **a** household member.

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

The PHA will consider:

Statements from neighbors and/or PHA staff

Vehicle license plate verification

Post Office records

Drivers license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

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

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 120 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **120** days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

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H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- **The Court has to have awarded emancipated minor status to its minor.**
- **The PHA has to have verified that another adult is to be brought into the unit to care for the child(ren) for an indefinite period.**

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

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J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

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Chapter 13

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the PHA with a written **30 day** advance notice as defined in the lease agreement.

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B. TERMINATION BY PHA

Termination of tenancy will be in accordance with the PHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

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Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

<u>Non-Compliance with Non-Citizen Rule Requirement</u>

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;

Discovery after admission of facts that made the tenant ineligible;

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

Failure to accept the PHA's offer of a lease revision to an existing lease that is on a form adopted by the PHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Other good cause.

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C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant. In case of lease termination other than nonpayment of rent shall be sent certified mail return receipt requested. The return of certified mail receipt whether signed or unsigned shall be considered to be proof that its resident received proper notification.

Timing of the Notice

If the PHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, **up to 30 days**, considering the seriousness of the situation:

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

At least thirty days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Disclosure of Criminal Records to Family

Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

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Criminal Activity

The PHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 6 months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past **10** years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past **10** years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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The PHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.

The PHA may permit continued occupancy provided family accepts imposed conditions that the involved family members do not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/death, copy of a new lease for the person including the owner's telephone number and address/or other substantiating evidence.

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D. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the PHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

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E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR 5.514]

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

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Chapter 14

COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

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LOUISVILLE METRO HOUSING AUTHORITY
GRIEVANCE PROCEDURES

Definitions

PHA shall mean Louisville Metro Housing Authority.

Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.

Complainant. Any tenant whose grievance is presented to the PHA or at the site/management office informally or as part of the informal hearing process.

Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

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Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any violent or drug-related criminal activity on or off such premises, or

Any criminal activity that resulted in felony conviction of a household member.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be presented orally or in writing to the PHA office or to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within 10 days of the action or failure to act that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within 7 days, a summary of this discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

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Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 7 days of the delivery of the summary of the informal meeting.

The request for a hearing must be presented to the PHA's management or central office department.

The request must specify the reason for the grievance request and the relief sought.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 7 days, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

*** The head of household or other adult household member must attend the hearing.**

*** If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 2 days in advance of the scheduled hearing time or the complainant waives their right to a hearing.**

*** If the complainant fails to appear within 30 minutes of the scheduled time, the complainant waives their right to a hearing.**

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 2 days of the scheduled time if special accommodations are required.

Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA other than the person who made or approved the PHA action under review, or a subordinate of such person.

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Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the hearing officer or panel promptly within 10 days at a time and place reasonably convenient to the complainant and the PHA.

A written confirmation of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

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Hearing Procedures

The hearing shall be held before a hearing officer or panel.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy, at the expense of the PHA, all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer/panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

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If the complainant or PHA fail to appear at the scheduled hearing, the hearing officer/panel may:

* make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

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

The hearing shall be conducted by the hearing officer/panel as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The hearing officer/panel shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

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Decisions of the Hearing Officer/Panel

The hearing officer/panel shall give the PHA and the complainant a written decision, including the reasons for the decision, within 7 days following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer/panel shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 14 working days prior to the next Board meeting. The PHA Commissioner's decision will be mailed to the complainant within 14 days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the hearing officer/panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

A decision by the hearing officer/panel or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Action

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer/panel upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing officer/panel having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

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I have read and received the copy of the Grievance Procedure.

Resident _____ Date _____

Account No. _____ Unit No. _____

C.D.S. _____ Date _____

Approved January 18, 2002
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Chapter 15

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Repayment agreements

Collection agencies

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A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The maximum length of time the PHA will enter into a repayment agreement with a family is 24 months.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the open of the business day after the payment was due. If the due date is on a weekend or holiday, the due date will be at the open of business the next business day.

If the family's payment agreement is in arrears, the PHA will:

Require the family to pay the balance in full, and if not paid

Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be permitted to move.

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Payment Schedule for Monies Owed to the PHA

Initial Payment Due:

% of Total Amount		Amount	Maximum Terms
_____%	_____%	0 - $500	3 – 6 Months
_____%	_____%	$501 - $1, 000	6 - 10 Months
_____%	_____%	$1,001 - $2,500	12 – 18 Months
_____%	_____%	$2,501 +	19 – 24 Months

There are some circumstances in which the PHA will not enter into a repayment agreement. They are:

When the family already has a repayment agreement in place.

If the PHA determines that the family has committed program fraud.

Repayment agreements are made for damages, retroactive charges, and other charges. NO REPAYMENT AGREEMENTS WILL BE ENTERED INTO FOR UNPAID RENT.

Guidelines for Repayment Agreements

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

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not **enter into more than one payment agreement at a time with the same family.**

Tenants who request a transfer to the Section 8 Program will be required to pay any monies owed to the Public Housing Department prior to being certified to move to a new unit under Section 8.

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B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

Program Fraud

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.

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C. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 3 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely.

The amount is less than $500 and the debtor cannot be located.

At least 3 collection letters will be sent by the Housing Authority prior debts prior to write off.

D. Collection Agency

Debts will be forwarded to a collection agency if:

At lease 3 collection letters are sent by the Housing Authority, and the debt is not paid by the tenant.

And the debt is $20.00 or more.

****Applicants who reapply to the Housing Authority for rental assistance for any program will be required to pay any delinquent charges on their account at the time they vacated prior to being assisted.**

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Reserved

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Chapter 16

COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]

INTRODUCTION

A. REQUIREMENT

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

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B. EXEMPTIONS

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][l] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

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C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

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D. ANNUAL DETERMINATIONS

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

E. NONCOMPLIANCE

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

Ineligibility for Occupancy for Noncompliance

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

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F. PHA RESPONSIBILITY

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

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G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

*** The PHA's Community Service program is described in the PHA Plan.**

*** The PHA will administer its own community service program, with cooperative relationships with other entities.**

*** The PHA will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.**

*** The PHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.**

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GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

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The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

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Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of $480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of $480 per adopted child.

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The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

> Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
>
> Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
>
> Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

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Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

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Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

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ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

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For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of $400 per household.

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II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

DISABLED PERSON. See Person with Disabilities.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISALLOWANCE. Exclusion from annual income.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

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DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

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EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

> The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FLAT RENT. Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

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HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

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

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

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INCOME-BASED RENT. The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

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LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

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PERSON WITH DISABILITIES

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PREVIOUSLY UNEMPLOYED. Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least $500.

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QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self- sufficiency program.

SPOUSE. The marriage partner of the head of the household.

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SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

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

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. **"Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.**

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III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

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LOUISVILLE METRO HOUSING AUTHORITY

July 29, 2003

Dear Resident:

On February 21, 2003, a HUD/VA appropriations act was signed reinstating 24CFR 960.605, the community service and self sufficiency requirements which allows residents an opportunity to give something back to their community and facilitate upward mobility. The self sufficiency requirements apply to all adult residents of public housing to contribute eight hours of community service each month, or participate in an economic self sufficiency program for eight hours a month in order to obtain a lease renewal on the expiration of your current lease. This rule means specifically that residents are being required to serve eight hours per month at a social service agency.

However, some residents may receive an exemption under Section 12C of the act and may not be required to perform community service. Your manager will be contacting you in the very near future with further information and explain in detail which residents will be included.

Thank you for your cooperation.

Sincerely,

Tim Barry
Executive Directory

/vjf

420 South Eighth Street, Louisville, KY 40203 | 502 569.3400 | Fax 502 569.3459

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO. _____

ADOPTION OF COMMUNITY SERVICE AND
SELF-SUFFICIENCY POLICY AND LEASE ADDENDUM

ITEM NO. 59

WHEREAS, the community service and self-sufficiency requirement is a legislative mandate by Congress as part of the Quality Housing and Work Responsibility Act of 1998; and

WHEREAS, all Public Housing Authorities must comply with the requirements of the mandate by developing and adopting a local policy for administration of the community service and self-sufficiency program for its public housing residents, and by amending all of their leases; and

WHEREAS, the Louisville Metro Housing Authority staff has developed a local policy and a lease addendum.

NOW, THEREFORE, BE IT RESOLVED BY THE LOUISVILLE METRO HOUSING AUTHORITY BOARD OF COMMISSIONERS, that the community service and self-sufficiency policy and the lease addendum are hereby adopted.

RESOLUTION BACKGROUND STATEMENT

ADOPTION OF COMMUNITY SERVICE AND
SELF-SUFFICIENCY POLICY AND LEASE ADDENDUM

ITEM NO. 59

I. STATEMENT OF FACTS

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence.

The community service and self-sufficiency provision is intended to assist adult residents in improving their own and their neighbor's economic and social well being and give residents a greater stake in their communities. Congress believes that the community service and self-sufficiency provision allows residents an opportunity "to give something back" to their community and facilitates upward mobility.

The Louisville Metro Housing Authority staff has developed a local policy and lease addendum as mandated by the QHWRA.

II. ALTERNATIVES

A. Adopt the community service and self-sufficiency policy and lease addendum developed by staff in order to comply with the congressional mandate.

B. No other alternatives considered.

III. RECOMMENDATION

Staff recommends Alternative "A".

IV. JUSTIFICATION

The U.S. Congress mandated that all public housing authorities develop and adopt a community service and self-sufficiency policy and amend all resident leases. Staff has developed a policy and lease addendum, which requires the Board's approval.

Submitted by: Nate Northington, Director of Region I
Jerry Bodine, Director of Region 2
November 18, 2003

COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

A. Background

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

B. Definitions

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

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: Political activity is excluded.

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

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence; and
- Full time student status at any school, college or vocational school.

Exempt Adult - an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week; or
- Is participating in a welfare to work program.

C. **Requirements of the Program**

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity, or a combination of the two.

2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.

3. Activities must be Performed within the community and not outside the jurisdictional area of the Authority.

4. Family obligations

   - At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must

     1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and

     2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.

   - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

   - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

5. Change in exempt status:

   - If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.

   - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

D. **Authority obligations**

1. To the greatest extent possible and practicable, the Authority will:

- provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)*; and
- provide in-house opportunities for volunteer work or self sufficiency programs.

2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.

3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.

4. Noncompliance of family member:

   - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
   - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;
   - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
   - The family may use the Authority's Grievance Procedure to protest the lease termination.

LOUISVILLE METRO HOUSING AUTHORITY
420 S. EIGHTH STREET
LOUISVILLE, KY 40203

Lease Addendum

This is an addendum to the Lease dated _____, between the Louisville Metro Housing Authority and _____ at _____, Louisville, Kentucky.

The parties agree to the following changes and additions to the lease:

Attached you will find a copy of the Community Service and Self-Sufficiency Policy for the LMHA. By signing this form you are acknowledging receipt of the Community Service and Self-Sufficiency Policy, which has been adopted by the LMHA Board of Commissioners, and to the modification of your "Dwelling Lease". If you have any additional questions please call your Management office.

In all other respects, the terms of the original Lease remain in full effect. However, if there is a conflict between this Addendum and the original Lease, the terms of this Addendum will prevail.

_____	_____
Print Head of Household	LMHA Management
_____	_____
Signature	Signature
_____	_____
Date	Date

Account #_____
Unit Size _____
Project Name & Number _____
Prorated Rent _____
Monthly Rent _____
Security Deposit _____
Original Move-in Date _____

420 South 8th Street
Louisville, Kentucky 40203

LOUISVILLE METRO HOUSING AUTHORITY
RESIDENTIAL LEASE AGREEMENT

****

THIS AGREEMENT, executed this _____ day of _____, 20_____ by and between the Louisville Metro Housing Authority (herein called "Management"), and _____(herein called the "Resident").

WITNESSETH:

1. That Management, relying upon the representation of the Resident as to Resident's income, family composition and housing need, hereby leases to Resident, upon conditions set forth in this residential lease agreement and further described below, the dwelling unit LOCATED AT: _____ _____ (and hereinafter called the "dwelling unit") to be occupied as a private residence by only Resident and household members listed below. The UNIT NUMBER is _____

2. Family Composition: The Resident's family is composed of only the individuals listed below. (Other than the relationship designation below, "Head" or "Spouse", other family members who are to appear on the lease shall be listed by age, oldest to youngest.) All adult members 18 or older shall execute the lease.

NAME	SEX	BIRTH DATE	SOCIAL SECURITY NUMBER	RELATION-SHIP	DROP	ADD	DATE
				HEAD			

A. INITIAL PERIOD OF LEASE AND OCCUPANCY RENT:

The initial term of this lease shall be for a period of one year, and shall begin on _____. Rent shall be determined in accordance with the federal regulations which govern the LMHA and where appropriate shall conform to the definition prescribed for "total tenant payment." The prorated rental payment for the period from this date to the first day of the next month shall be $_____, payable on or before the first date of occupancy. At the conclusion of the initial term of one year, the lease shall become a month - to-month agreement, renewable in accordance with the following provisions.

B. AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT:

Rent for the above dwelling unit after the first month or any initial partial month thereafter shall be $_____ per calendar month. The regular monthly rental payment shall begin automatically for successive one (1) month terms at this rent or at such other rent as shall be determined from time to time on the basis of Resident's income or family circumstances as reported in accordance with section G of this lease. Rent shall be paid on the first (1st) day of the month at _____, or as may be changed from time to time upon written notification to Resident. If the full amount of any monthly payment is not received in the Management Office for the development by the eighth (8th) day of the month, a $10.00 late fee will be assessed immediately after the eighth (8th) day and shall be due and payable immediately. Resident shall have 14 days from the aforesaid eighth (8th) day to pay, in full, the entire amount of the present monthly payment plus late fees before eviction proceedings for non-payment are filed.

(Check one)

_____ This rent is based on the Management-determined flat rent for this unit. Families may change rent calculation methods at annual recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their ongoing expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

_____ This rent is based on the income and other information reported by the Resident. This amount is due on the first (1st) day of each month at the Louisville Metro Housing Authority office and shall remain in effect until adjusted with the provisions of this Lease.

C. SECURITY DEPOSIT

1. The Resident agrees to pay a security deposit in an amount appropriate to one of the following categories:

Qualifies as an elderly or disabled resident, and the amount of security deposit to be paid is:
$ _____
Qualifies for payment of a standard security deposit, the amount of security deposit to be paid is:
$ _____

Where financial hardship is demonstrated, the security deposit may be paid in installments.

2. The security deposit shall be used by Management at the termination of the lease toward reimbursement of the cost for repairing any damage, normal wear and tear excepted, to the dwelling unit and for rent or other charges owed by the Resident.

3. Resident's security deposit shall be deposited and held in an account at _____ bank in account No. _____.

4. In the event the Resident leaves with rent due and owing and does not demand return of the security deposit, Management will, after thirty (30) days, remove the security deposit from the appropriate account and apply any excess to the debt owed. If deductions are made for rent or other charges owed by the Resident, Management will give the Resident a written statement of any such rent or charges. The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling.

5. In the event the Resident leaves not owing rent and having any refund due, Management will send notification to the last known or reasonably determinable address, of the amount of any refund due the Resident. In the event Management does not receive a response from the Resident within sixty (60) days from the sending of such notification, management may remove the deposit from the account and retain it free from any claim of the Resident or any person claiming on behalf of Resident.

6. If the security deposit does not cover the total amount of damages and payment is not made within thirty (30) days, Management shall have the right to actively pursue the collection of such debt.

D. UTILITIES

1. Management agrees to furnish the following utilities in a reasonable manner: heat, hot and cold running water, gas or electricity for cooking, electricity for lighting and general household appliances. No charges will be imposed for providing these utilities, except when the Resident's consumption exceeds a reasonable amount during any utility billing period, Management shall charge the Resident for excess consumption above the allowances stated in the utility allowance schedule located in the Management Offices.

2. Resident shall not install air conditioning units. The installation of Air Conditioning Units shall be performed by LMHA Maintenance. The Resident shall pay a maintenance charge for the installation of any air conditioners in Resident's unit.

I understand my electricity allowance beginning, _____, 20_____ is _____ KWH Summer and _____ KWH Winter and any overage of my utility allowance amount will be reflected as a utility cost which will be shown on my monthly rent statement and that I shall pay such utility cost as part of my monthly rent.

E. RESPONSIBILITIES OF MANAGEMENT:

1. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; however, Management shall specifically not be responsible for security or police protection of the Resident or members of Resident's household or their possessions.

2. To keep site buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

3. To maintain in a good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, appliances, and any other facilities or equipment supplied by Management.

4. To provide for the Resident exclusive use and occupancy of leased dwelling unit in compliance with section F.

5. To provide one garbage can per unit. Should the original garbage can be lost, damaged or stolen, responsibility is then that of the Resident to replace.

6. To make necessary repairs to the unit. In the event management determines repairs are not economically appropriate damaged items may be replaced or management may provide alternative accommodations. The language herein shall not be used to relieve the resident of any obligation for payment of damages caused by resident, household members and guests or visitors to the unit.

7. To supply reasonable amounts of water, sewerage, electricity, hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) 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.

8. To advise residents of the specific grounds for any proposed Adverse Management Action. Such adverse actions may include but not be limited to lease termination, transfer, and retroactive rent charges. In the event of any adverse actions the Resident may seek to use the Grievance Procedure. In some cases of lease termination a resident may not be entitled to a grievance hearing.

F. RESPONSIBILITIES OF THE RESIDENT:

1. No Resident, any member of Resident's household, a guest, a visitor, any individual on the premises through any association with the Resident or any person under the Resident's control shall use, possess, manufacture, distribute, or sell any illegal drug or controlled substance (as defined in section 102 of the Controlled Substance Act, (21 U.S.C. 802)) of any kind or nature. Furthermore, no Resident, any member of Resident's household, a guest, a visitor, any individual on the premises through any association with the Resident or any person under the Resident's control, shall engage in any activity whatsoever connected and/or associated with the use, possession, manufacture, distribution or sale of any illegal drug or controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)) of any kind or nature. Any single incident of such aforementioned conduct by Resident, or any member of Resident's household either within Resident's premises as well as on or off the premises, not just on or near the premises, shall be adequate grounds and good cause for termination of this dwelling lease (without further opportunity to cure or remedy such activity) and removal of Resident and all members of Resident's household from LMHA properties by proceedings in a court of proper jurisdiction.

In appropriate cases, the Louisville Metro Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in criminal-related drug activity as described above will not reside in the unit.

2a. Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With prior written consent from Management, members of the household may engage in legal profit-making activities in their dwelling unit. Resident shall conduct such profit-making activities in accordance with the Louisville Metro Housing Authority Admission and Continued Occupancy Policy.

2b. Visitors and guests of the Resident must limit their stays to fourteen (14) days per year. Visits longer than fourteen (14) days are permitted only with the prior written approval of Management. Management has the right at any time to require Resident to verify in writing any guests permanent residence.

2c. Resident shall not allow any individuals other than persons specifically listed on the lease as household members to reside in the dwelling unit or to use the unit as a residential mailing address.

Resident shall not allow the unit to be used as a place of shelter or temporary residence by boarders, lodgers, or other individuals not listed as household members of the unit.

3a. Any additions to the household members named on this lease, including foster children, but excluding natural or legally adopted infant births, require the advance written approval of the Authority. Such approval will be granted only if new family members pass the Authority's screening criteria and a unit of appropriate size is available. Although live-in aides may be added to the lease they are not members of the family; however, they must also receive approval by management prior to residing in dwelling unit.

3b. Resident shall not permit individuals other than those persons listed on the lease as household members to reside in the unit and Resident agrees to wait for the Authority's approval before allowing additional persons to move into the dwelling unit.

4. To keep the dwelling unit, equipment located therein, and the area assigned to them in a clean, safe and sanitary condition. Resident shall notify Management promptly of known need for repairs to the dwelling unit, the premises and of known unsafe or unsanitary conditions in the unit, common areas and grounds of the development.

5. To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident free from snow, ice and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made by Management for residents who have no household members able to perform such tasks because of age or disability.

6. To dispose of all garbage, refuse and all other waste material by placing it in the appropriate receptacle in accordance with scheduled trash pickups. The Resident shall be responsible for the cost of the replacement of the lost, damaged or stolen garbage can originally furnished by Management.

7. The Resident is responsible to refrain from, and cause household members, guests, visitors and individuals in and around the unit by authority, permission or invitation of the Resident or the Resident household members to refrain from any conduct which:

(a) Is unlawful, unsafe, irresponsible, disorderly or violent or a hazard to the safety of any persons or property, including Resident, household members, visitors, neighbors or Management staff;

(b) Creates a nuisance or violates the City's Unnecessary Noise Ordinance (Municipal Ordinance 132.04).

(c) Is criminal activity that threatens the health and safety, or right to peaceful enjoyment of the premises of the Louisville Metro Housing Authority by Residents or employees of the Louisville Metro Housing Authority.

8. To insure that resident, household members, guest's visitors and individuals in and around the unit by authority, permission or invitation or Resident or Resident household members conduct themselves in a manner which will:

(a) Not disturb Resident's neighbors' peaceful enjoyment of their accommodations: and

(b) Be conducive to maintaining all Management's developments in a decent, safe and sanitary condition.

9. To keep no animals on or about the premises other than caged birds and fish or Seeing Eye dogs (with Management's permission), except in accordance with the Louisville Metro Housing Authority Pet Policy.

10. To be aware that the Management will not be responsible for property disposed of after having been left for seven (7) days when the Resident surrenders or abandons the dwelling unit.

11. To refrain from using the parking lot or any other Management property for the repair of automobiles, machinery or equipment or for parking an unregistered or inoperable vehicle. Inoperable or unregistered vehicles will be removed from Management property at Resident's expense.

12. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other facilities and appurtenances, including elevators.

13. To pay upon receipt of any statement all maintenance charges and excess utility charges. These charges are due and payable within 14 days following receipt of written notice.

14. To refrain from assigning this lease or subletting the dwelling unit in whole or in part, or giving accommodation to boarders or lodgers.

15. To abide by conditions governing occupancy as stated in the (ACOP) and to comply with reasonable and necessary policies, schedules, rules and regulations as set forth by Management. Upon 30 days written notice such policies, schedules, rules and regulations as set forth by Management may change from time to time. Any proposed changes will be posted for comment and available for Resident and Resident organizations' review according to proscribed procedures.

16. To comply with all regulations imposed upon Resident by applicable provisions of building and housing codes.

17. To refrain from, and cause household members and guests or individuals under the control of Resident to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, site, common areas or other property of the Louisville Metro Housing Authority.

18. To pay charges for the cost of repairs or replacements to dwelling unit, site, common areas or other property of Management negligently, intentionally or maliciously caused by Resident, household members or guests or any individuals under the control of Resident.

19. To refrain from displaying any signs of any type on the premises, other than from within the dwelling unit. The displaying of signs from within the dwelling unit must be in compliance with any and all federal, state and local laws or regulations. The display of signs on any Louisville Metro Housing Authority bulletin boards shall be only with the prior approval of Management.

20. To refrain from causing any repair, alteration or modification of the dwelling unit, including changing keys and locks, and from installing or removing any major appliance such as air conditioner, ceiling fans, food freezer, etc., without the written consent of Management.

21. To give Management advance notice in writing of absence from dwelling unit for a period in excess of seven (7) days. Absence for more than seven (7) days from the premises without notice shall constitute abandonment of the dwelling unit.

22. To temporarily vacate and move from the unit all household effects and furnishings which would impede the effective performance of proposed routine repairs, extermination or renovation work on the premises. In the event it becomes necessary for the unit to be vacated of all occupants in order to safely complete such routine repairs, exterminations or renovation work on the premises then Resident and all occupants agree to temporarily vacate the dwelling unit for a period not to exceed the equivalent

of one business day. In the event it is necessary that the dwelling unit remain vacant, the Housing Authority will supply alternative accommodations.

23. To physically transfer from Resident's unit to a more appropriate sized unit, within ten (10) business days following notification to the Resident from Management that an appropriate size unit is available. Any determinations regarding appropriate size of units shall be within the sole discretion of Management and shall be made in accordance with (ACOP).

24. To report changes in income and family composition as required by LMHA's Admission and Continued Occupancy Policy, which is posted in the Management Office and in section G of this lease, which follows.

25. To move from LMHA's housing, if; during the term of this lease,

(a) Resident's self-reliance or self-sufficiency has deteriorated, to a condition that Resident is unable to attend to his/her day-to-day needs, or,

(b) If by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, or,

(c) Cannot make arrangements for someone to aid him/her in complying with the lease, and there are not reasonable accommodations available.

26. Not to display or use or allow members of the household or guests or individuals under the control of Resident to display or use any firearms, BB guns, pellet guns, slingshots, or other offensive weapons or "dangerous instruments" as defined by KRS 500.080 or any other laws of Kentucky in a manner that may create a threat to the health, safety and peaceful enjoyment of other residents or in any way endangers the life of other residents or LMHA staff and employees or in any way endangers property.

Resident shall advise LMHA Management in writing of the existence, possession, or storage of any firearms or weapons in the unit.

To keep any firearms stored in the dwelling unit in a locked gun cabinet supplied by Resident and approved by Management. Resident shall provide Management with a copy of the applicable permit or registration as required by State or Federal Laws as well as any local laws, regulations or ordinances for any weapon or firearm kept on the premises.

27. To be advised that when the dwelling unit is damaged by a fire and the Louisville Fire Department provides a written statement indicating that the probable cause of the fire was due to carelessness, neglect or a malicious act (as) by a Resident, household guest(s) or occupant(s) of the dwelling unit, or individual(s) under the control of Resident these cases will warrant severe action. Such action shall be deemed a serious violation of material terms of the lease and upon proper notice will be grounds for termination of the lease.

28. To refrain from erecting or hanging radio or television antennas on or from any part of the premises.

29. Not to commit any fraud in connection with any federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of this lease.

30. It shall be a violation of this lease for any resident or resident household member to allow or enable access to Louisville Metro Housing Authority property or to facilitate or harbor any individual whom otherwise would be subject to prosecution for unlawful trespass.

31. No Resident shall erect, construct or have placed in or around the Resident's yard or any other area of the premises any fencing or other external structures without prior written authorization of Management.

32. Resident shall be responsible to make monthly inspections of the smoke detectors installed in the unit. In the event a smoke detector is not in proper working order Resident shall report same to the Management Office immediately. Resident shall be responsible for maintaining battery-operated smoke detectors with adequate batteries at all times. In the event Resident is unable to make the monthly inspection due to age or disability then Resident shall notify Management so that Louisville Metro Housing Authority maintenance staff can make the required inspection of the smoke detector.

33. It shall be a violation of this lease for any Resident, head of household or adult residing in the unit with responsibility for the health and welfare of children in the unit to act or fail to act in any manner which enables, promotes or contributes to the truancy or educational neglect of any minor residing in the unit.

34. Any form of alcohol abuse, or alcohol related or alcohol induced actions by resident, or any member of resident's household, or a guest, or a visitor, or any other person under the resident's control or on the premises through any association with the resident which interferes with the health and safety of other residents as well as other residents' household members, guests or visitors or interferes with the right to peaceful enjoyment of the premises by other tenants are grounds for termination of this lease.

35. "It shall be a violation of this lease and cause for termination of the tenancy of a public housing resident if such resident is fleeing to avoid prosecution, or custody of confinement after conviction, under the laws of the place which the individual flees, or which in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation of parole imposed under Federal or State Law" 42 U.S.C 1437d(1)(7).

36. To comply with all requirements for the Louisville Metro Housing Authority Community Service requirements in accordance with the Agency Adopted Admissions and Continued Occupancy Policy (ACOP) available in the Management Offices.

A single noncurable violation of any of the terms and conditions of Section F, RESPONSIBILITIES OF THE RESIDENT including but not limited to any drug-related or criminal activity by Resident, or Resident's family members, guests, visitors, or individuals on LMHA property at the invitation of Resident or under the control of Resident shall be deemed a serious violation of material terms of this lease and good cause for termination of this residential lease without further opportunity to cure or remedy the violation. Proof of violation of any of the above provisions of section F, which relates to unlawful or criminal activity shall not require criminal conviction but shall be by a preponderance of the evidence, unless otherwise provided by law.

G. REDETERMINATION OF ELIGIBILITY, RENT, UNIT SIZE:

The Resident agrees to furnish accurate information and certifications regarding family composition and income as may be necessary for Management to make determinations with respect to rent, eligibility and appropriateness of dwelling size, on an annual basis or as requested by Management.

1. Resident will be subject to a redetermination of rent and unit size in accordance with the Agency Adopted Admissions and Continued Occupancy Policy and Income Limits available in the Management offices.

2. If it is determined by Management at the time of Resident's annual rent redetermination or on any other occasion that adjustments in the amount of rent are appropriate, and/or that Resident has misrepresented facts upon which rent was based and if such misrepresentations are found to be intentional, then any increase in rent or the amount due shall be due the first day of the second month following that month in which rent is redetermined. If Management decides that such occurrence is intentional or deliberate, Management may terminate this lease immediately upon proper notice.

3. The Resident agrees that information provided Management through the recertification processes will become part of this lease and any such recertification forms are incorporated by reference into this lease as fully set out herein.

H. TRANSFERS

1. Upon written notice sent to the Resident, Resident agrees to accept a transfer and re-locate to the appropriate size unit if Management determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, or does not conform to the Occupancy Standards and Resident Assignment as described in (ACOP). The Resident further agrees to accept a new lease for a dwelling unit of the appropriate size or design.

2. Management will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admission and Continued Occupancy Policy.

I. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY:

In the event that conditions are created which are hazardous to life, health or safety of the occupants:

1. The Resident shall immediately notify Management of such conditions.

2. Management shall perform physical repairs to the unit within a reasonable time. The cost of such repairs which are not the responsibility of management or which are the result of negligent or deliberate conduct of the Resident, Resident's family members, guests, visitors, or individuals on LMHA property at the invitation of Resident or under control of Resident shall be charged to and paid by the Resident.

3. Where necessary repairs cannot be made in a reasonable time, Management will offer standard alternative accommodations, if available, in accordance with the approved (ACOP). In those circumstances where necessary repairs cannot be made within a reasonable time and the defect was the result of malicious, criminal or deliberately destructive acts of the Resident, or Resident's family members, guests, visitors, or individuals on LMHA property at the invitation or under the control of Resident, Management shall not be required to afford alternative accommodations.

4. Rent shall be reduced in proportion to the seriousness of such damage and loss in value as a premises in the event repairs are not made in accordance with sub-section 2 of this section or alternative accommodations not provided in accordance with subsection 3 of this section, except that no reduction of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the deliberate or negligent acts of the Resident, or Resident's family members, guests, visitors, or individuals on LMHA property at the invitation of Resident or under the control of Resident.

J. INSPECTION AND ENTRY OF PREMISES DURING OCCUPANCY:

1. Resident shall not deny management reasonable access to the unit. Upon 48 hours advance written notification, management shall be entitled to enter the unit. A Resident phone request for maintenance shall give management authority for immediate access to the unit, without additional notice, to perform requested maintenance or repairs.

2. Management may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. Except in the case of an emergency, whenever a Resident and adult members of his/her household are absent from the premises at the time of entry, Management will not enter the dwelling unit to make repairs, but will leave on the premises a written statement specifying the date, time and purpose prior to leaving. If the Resident who requests the work to be done stipulates in writing that permission is given to enter in their absence, maintenance personnel with the site supervisor's permission shall enter dwelling unit to complete work.

4. Management and the Resident, or his/her representative shall be obligated to inspect the premises prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement of the condition of the premises and the equipment provided with the unit. The statement will be signed by Management and the Resident. If the Resident shall refuse to sign such listing, he/she shall state specifically in writing the items on the list to which he/she disagrees, and shall sign such statement of dissent.

5. Management shall be further obligated to inspect the unit at the time the Resident vacates the unit and to furnish the Resident a statement of any charges to be made in accordance with assessment of charges for damages to the premises. The Resident shall be given an opportunity to participate in the pre-termination inspection, and shall sign the statement of listed charges, except that if the Resident shall refuse to sign such statement he/she shall state specifically in writing the items on the statement to which he/she disagrees and shall sign such statement of dissent. If the Resident shall fail to sign the listing or fails to specifically disagree in writing as previously described, he/she shall not be entitled to recover any amounts charged to the security deposit for damages.

6. Management is responsible for periodic housekeeping inspections and annual unit inspections and may make repairs as deemed necessary.

7. Management shall enter the dwelling unit on a specified day of the month during reasonable hours for purposes of reading utility meters.

K. NOTICE PROCEDURES:

The Management and Resident shall give notice to one another in the following manner:

1. Except as provided in section J.2 of this lease, notice will be sufficient if delivered by Management to the Resident personally or sent by first class mail to the premises. Any notice regarding the right of Management to enter the unit shall be at least two (2) days or forty-eight (48) hours before such entry except in conditions of emergency. All notices to visually impaired residents will be in an accessible format.

2. Notice to Management shall be in writing delivered personally to the Property Manager located at _____ or sent by first class mail, properly addressed.

L. TERMINATION OF THE LEASE:

1. The Resident may terminate this lease at any given time by giving the Management thirty (30) days written notice. This notice must be in writing and delivered to the Property Manager personally or mailed to _____ by first class mail properly addressed.

2. This lease may be terminated by Management for serious, material or repeated violations of terms of the lease. They include, but are not limited to, the following:

(a) The failure to pay rent or other payments, when due;

(b) Failure to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities;

(c) Serious or repeated interference with the rights of other residents or staff including, but not limited to, disruptive, disorderly or abusive conduct;

(d) Misrepresentation of family income, assets or composition;

(e) Failure of the Resident to supply to Management, in a timely fashion, any certification, release, information or documentation on family income or composition needed to process annual or interim redeterminations for rent;

(f) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site;

(g) Illegal weapons or drugs seized in a LMHA unit by a law enforcement officer;

(h) A fire on LMHA premises caused by carelessness or unattended cooking or any other fire for which the Louisville Fire Department provides a written statement indicating that the probable cause of the fire was carelessness, neglect or a malicious act(s), (including but not limited to unattended cooking or neglectful smoking) by Resident, household member or guest(s);

(i) Failure to meet good housekeeping standards as defined by Management;

3. Any criminal activity that threatens the health and safety or right to peaceful enjoyment of the Premises of the Louisville Metro Housing Authority by Residents or employees of the Louisville Metro Housing Authority or drug-related criminal activity on or off the premises, engaged in by a public housing tenant any member of the tenant's household, or any guest or other person under the tenant's control, shall be cause for termination of the tenancy.

4. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or off such premises, engaged in by a public housing tenant, any member of the tenant's household, or any quest or other person under the tenant's control, shall be cause for termination of tenancy.

5. It shall be a violation of this lease and cause for termination of the tenancy of a public housing resident if such resident is fleeing to avoid prosecution, or custody of confinement after conviction, under the laws of the place from which the individual flees, for a crime or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation of parole imposed under Federal or State law.

The above language contained in section L, paragraph 2 (a)-(i) shall not be construed or interpreted to alter or amend the Residents obligations or Management rights to terminate this lease for any breach or violation of provisions set forth under section F, RESPONSIBILITIES OF THE RESIDENT.

6. Management may not terminate this lease except for cause of specific violations of its terms as listed by giving written notice of termination of the following number of days:

(a) Fourteen (14) days in case of failure to pay rent.

(b) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days when the health or safety of other residents or LMHA's employees is threatened).

(c) Thirty (30) days in any other cases; if the violation is corrected within the first fourteen (14) calendar days of such period, then the lease shall not terminate. Provided, further, that if the same or similar violation occurs within six (6) months thereafter, then the lease shall be terminated upon thirty- (30) calendar days notice with no opportunity for corrective action.

7. Lease may be terminated with thirty (30) calendar days notice when the size of the dwelling unit no longer is appropriate to Resident's needs, when Resident has been offered a unit of appropriate size, has had ten (10) business days to transfer, and fails to do so.

8. Lease may be canceled by Management upon adoption of a new standard lease for all Residents. Resident shall promptly sign the revised lease upon a thirty- (30) day prior notification by Management.

9. The notice of termination will advise the Resident of the following:

(a) The specific grounds for termination.

(b) Resident's right to examine documents directly relevant to the Resident's termination or eviction

(c). Resident's right to request a grievance hearing in accordance with the Grievance Procedure adopted by Management, and be represented by a lawyer or person of his/her choosing at the grievance hearing and in the course of any legal proceeding of eviction.

10. In the event Management is not required to afford the Resident the opportunity for a hearing under the Grievance Procedure for any grievance concerning the termination of the lease for causes associated with drug-related criminal activity or criminal activity which affects the health and safety of other residents the notice of lease termination will:

(a) state that the Resident is not entitled to a grievance hearing on the termination;

(b) Specify the judicial eviction procedure to be used by Management for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations;

(c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff; or whether the eviction is for drug-related criminal activity.

M. GRIEVANCE PROCEDURE

Any grievances or appeals arising under this lease shall be processed and resolved in accordance with the Grievance Procedure of Management which is in effect at the time such grievance or appeal arises. This procedure is posted in the Management Office and incorporated herein by reference. The Grievance Procedure is established in compliance with the applicable HUD regulation. Additional copies of such procedure can be obtained upon request. Receipt of the Grievance procedure is hereby acknowledged by Residents signature to this lease agreement.

N. WAIVER PROVISION:

The failure or omission of the Management to enforce provisions of this lease for any cause stated in the above sections shall not destroy the right of the Management to do so later for similar or other causes.

0. LEASE CHANGES

Changes to this lease shall be accomplished only by written rider signed by both Resident and Management, with the exception of section B.

Resident's Certification / Statement for Receipt of Information

I, _____, hereby certify that I, and all other members of my household, have committed no fraud in connection with any federal housing assistance program, except such fraud as was fully disclosed to Management before execution of the lease, said fraud having been _____.

1. I certify that all information or documentation submitted by myself or other household members to Management in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

2. We have received a copy of this lease agreement and the Louisville Metro Housing Authority Grievance Procedure.

3. By the signature(s) below I/we also acknowledge that the provisions of this lease agreement have been thoroughly explained to me. I/we have had the opportunity to have all questions we may have about this lease answered and we do hereby agree to be bound by its provisions and conditions as written with full and complete understanding and knowledge as to the meaning of its terms and conditions.

In witness whereof, Resident and Management have signed this lease upon the date indicated below:

Resident_____ Date_____

Resident_____ Date_____

Resident_____ Date_____

Resident_____ Date_____

Resident_____ Date_____

Resident_____ Date_____

Property Manager: _____ Date_____

Signed by Resident in the presence of:

_____ Date: _____

THE ADMINISTRATIVE PLAN

FOR

RENTAL ASSISTANCE PROGRAMS
OF

THE HOUSING AUTHORITY OF JEFFERSON COUNTY

ADOPTED APRIL 14, 1986

REVISION DATES:
02/15/96, 09/20/96, 03/20/97, 04/28/98, 06/16/98, 10/07/98, 01/14/99, 03/15/99, 04/19/ 99, 05/17/99, 09/20/99, 01/24/00, 02/15/00, 10/18/00, 03/22/02, 05/17/02, 03/21/03, 4/15/03, 10/15/03

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BACKGROUND STATEMENT FOR THE RENTAL ASSISTANCE ADMINISTRATIVE PLAN

This Administrative Plan has been prepared from the most current HUD regulations concerning rental assistance programs. Production of an administrative plan is a HUD requirement, which consolidates into one generalized document the policies affecting program operations.

This document includes the most recent changes HUD has made to definitions of income, allowances and leases. It describes in a fair amount of detail the Authority's procedures and/or standards with regard to participant eligibility, certification, re-examination, rights and responsibility. The Authority's standards for Housing Quality are specified in sufficient detail so as to provide guidance to owners.

Documents included in the Appendices are not, strictly speaking, part of the Plan, since they change with the ebb and flow of informational needs. A process description on renewing a lease or leasing a new unit is yet to be written. When it is complete, it will be the first of several documents included in the Appendices. Other documents to be included are the standard forms used in day-to-day operations. A full set of these is available upon request.

1.0 INTRODUCTION

1.1 Purpose
1.2 Legislative & Regulatory Compliance
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(adopted 2/17/92, Revised 3/20/97, 03/15/99, ***10/15/03***)
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(adopted 3/22/02)

I.0 INTRODUCTION

1.1 PURPOSE

This plan provides general guidance for the Housing Authority of Jefferson County, Kentucky, to operate rental assistance programs, especially the Section 8 program. The Authority operates the programs within the City of Louisville pursuant to contracts with City government, as well as throughout the balance of Jefferson County.

The intent of the plan is to provide a written statement of how the Authority intends to fulfill the requirements of the U. S. Department of Housing and Urban Development. The thrust of the plan is toward policy; procedural descriptions merely show how the policy is implemented. The plan is not a manual of procedures.

The material contained in an appendix is a collection of standard forms, guidance, and guidelines, which by their nature are changed periodically. These documents are available upon request for informational purposes. Users are advised to check the currency of any appended document.

1.2 LEGISLATIVE AND REGULATORY COMPLIANCE

The Administrative Plan for Rental Assistance Programs of The Housing Authority of Jefferson County complies with the U.S. Housing Act of 1937 as amended, including the Housing and Urban-Rural Recovery Act of 1983; the Housing and Community Development Amendments of 1981, 1983; as well as the HUD Rules and Memoranda.

The Authority administers the Section 8 program in accordance with an Annual Contributions Contract with HUD, which provides for the payment of an administrative fee for the operation of the program and compliance with all rules, regulations and procedures. This fee has been determined by HUD and the Authority to be adequate to comply with all current requirements.

1.3 APPROVAL AND AMENDMENTS

This plan is adopted by the Commissioners of the Housing Authority of Jefferson County in the belief that it summarizes substantial compliance with all applicable laws and regulations. The Board of Commissioners approves this plan as a policy guidance for administration of rental assistance programs. The Board of Commissioners will amend this plan from time to time as required by law or regulation.

1.4 DEFINITION OF TERMS

ABATEMENT - The process of withholding an owner's/manager's rental assistance payments(s) when the dwelling unit fails inspection.

ADJUSTED (NET) INCOME - The total income of the family less deductions of (1) $480 for each dependent (2) $400 for any elderly family, (3) medical expenses in excess of 3% of annual income for an elderly family, and (4) child care expenses, and (5) allowance for handicapped expenses.

AFFORDABILITY ADJUSTMENT - (Voucher program) An increase in the amount of a family's housing assistance payments to assure continued affordability of housing by participating families.

AGENCY; AUTHORITY; ALSO HOUSING AUTHORITY - The Housing Authority of Jefferson County

ALLOWANCE FOR UTILITIES AND OTHER SERVICES - An amount determined by the Housing Authority as an allowance for the cost of utilities (except telephone) and charges for other services payable directly by the participants.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written agreement between HUD and the Housing Authority to provide annual contributions to the Housing Authority to cover housing assistance payments and other expenses pursuant to administering the Section 8 Existing Program.

ANNUAL INCOME - The anticipated total annual income of an eligible family from all sources for the 12 month period following the date of determination of income.

a. Annual Income includes all earned and unearned income, and specifically:

(1) The full amount before any payroll deduction for wages, salaries, commissions, overtime pay, tips, fees, bonuses, or any other compensation;

(2) The net income from operation of business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine net income from a business);

(3) Interest, dividends and other net income of any kind from real or personal property. When the family has net assets in excess of $5,000, annual income shall include the greater of (a) the actual income derived from all net family assets or (b) a percentage of the value of such assets based upon current passbook savings rate as determined by HUD;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types or periodic receipts including a lump-sum payment for a delayed start of a periodic payment (other than social security or SSI);

(5) Payment in lieu of earnings, such as unemployment or disability compensation, worker's compensation and severance pay;

(6) Periodic and determined allowances, such as alimony and child support, and regular contributions or gifts received from persons not residing in the unit;

(7) All regular pay, special pay, and allowances of a member of the armed forces, whether or not living in the unit, who is head of the family, spouse, or other persons whose dependents are residing in the unit;

b. Exclusions from Annual Income:

(1) Casual, sporadic or irregular gifts;

(2) Amounts that are specifically for or in reimbursement of the cost of medical expenses;

(3) Lump sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property loss;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses. Any amounts of scholarships or payments to veterans not used for the above purposes, which are available for subsistence, are to be included in income;

(5) The pay for hazardous duty to a family member in the armed forces away from home and exposed to hostile fire;

(6) Earned income of minors (including foster children) under the age of 18 years;

(7) Earnings in excess of $480 for a full time student 18 or older (other than head of household or spouse);

(8) Payment received for the care of foster children;

(9) Payments or benefits derived from governmental relocation, food stamp allotments, the Domestic Volunteer Act, DHHS Energy Assistance, Job Training Partnership Act, training programs funded by HUD, amounts received by disabled persons which are set and under a plan to achieve self-support, amounts received to cover out of pocket expenses necessary to participate in a publicly assisted program, and the income of a live-in aide.

CERTIFICATE OF FAMILY PARTICIPATION (CERTIFICATE) - A certificate issued by the Housing Authority under the Section 8 Existing Program declaring a family to be eligible for participation in the Section 8 program and stating the terms and conditions for such participation.

CHILD CARE EXPENSES - Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such are is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and, in cases of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from employment nor shall it include childcare payments for which the family is reimbursed.

CONDITIONAL PASS - A post-inspection designation for an assisted unit, which is not in compliance with the HQS. The designation allows a specified time period for the owner to bring the unit into compliance.

CONTRACT - See definition of Housing Assistance Payments Contract.

CONTRACT RENT - The total rent payable to the owner under the HAP contract: includes the portion of the rent payable by the family and the portion payable by the Authority.

DEPENDENT - A dependent is a household member who is younger than 18 years old; a handicapped or disabled person who is not head of household; or is a full time student (see definition - Full Time Student). A dependent cannot be the head, co-head, spouse, foster child or a live-in attendant.

DILAPIDATED UNIT - A dwelling unit, which does not provide safe and adequate shelter, and endangers the health, safety, or well being of a family.

DISABLED PERSON - A person who is under a disability as defined in Section 223 of the Social Security ACT (42 U.S. C. 423) or in Section 102 (B) (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 (42 U.S. C. 6001 (7). Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence. (Effective 08-01-99)

DISPLACED PERSON - A person displaced by governmental action.

ELDERLY FAMILY - A family whose head or spouse (or whose sole member) is a least sixty-two years of age, or a disabled person as defined in this section or a handicapped person as defined in this section. An elderly family may also include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

ELIGIBLE FAMILY (FAMILY) - An established unit which qualifies as a very low income family that can be one or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood (immediate family members only), marriage, operation of law, adoption or have evidenced a stable family relationship. A family includes an adult and foster child, and a person living alone during the temporary absence of a family member who later will return and live regularly in the unit of the family. One-person household, the person must be either elderly, or disabled or handicapped or pregnant.

ELIGIBLE SINGLE – Single person household who is income eligible but not elderly, disabled, handicapped, or pregnant.

EMANCIPATED MINOR - A person under 18 who is recognized by the state as not being in the custody of a state or private agency or in the custody of any adult. To be considered emancipated, this person must have the legal capacity to sign legally enforceable lease with a landlord and obligations with the Authority.

ESTABLISHED TWELVE MONTH PERIOD - The time frame which will be used when monitoring the 10% limit of non federal preference families admitted to the rental assistance program. The interim annual period will begin July 13, 1988 and extend through June 30, 1989. Subsequent annual periods will coincide with the Agency's fiscal year.

EVICTION - The dispossession of the tenant from the leased unit as a result of the termination of the lease either prior to the end of a term, or at the end of a term.

EXCEPTION RENT - An amount that exceeds the published fair market rent.

EXCESS MEDICAL EXPENSES - Any medical expenses incurred by an elderly, disabled, handicapped family in excess of 3% of annual income which are not reimbursable from any other source.

FAIR MARKET RENT -(CERTIFICATE PROGRAM) - The rent, including utilities (except telephone), ranges and refrigerators, and all maintenance, management, and other services which, as determined by HUD, would be required to be paid in order to obtain privately owned, existing decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate Fair Market Rents are established for dwelling units of varying sizes (number of bedrooms).

FAIR MARKET RENT MOBILE HOME SPACE RENTAL - (Certificate Program)- The rent which, as determined by HUD, would be required to be paid in order to obtain privately owned, decent, safe, and sanitary mobile home spaces of modest nature. This rent includes maintenance and management services described in the definition of mobile home space for single-wide and double-wide mobile home spaces. Rents for doublewide spaces will be permitted for assisted families of 5 or more persons so long as the mobile home meets the minimum occupancy standards for families.

FAMILY AFFECTED BY NATURAL DISASTER - A family without housing due to a natural disaster as declared by a public agency.

FOSTER CHILD CARE PAYMENT - Payment to eligible households by state, local or private agencies for the care of foster children.

FULL TIME STUDENT - A person other than the head of household or spouse of the head, carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes vocational schools with a diploma or certificate program, as well as institutions offering a college degree.

GROSS RENT - The contract rent plus any allowances for utilities and other services.

HANDICAP ASSISTANCE - Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON - A person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.

HEAD OF HOUSEHOLD - The person who is 18 years old or older or an emancipated minor and represents the household as the applicant.

HOMELESS FAMILY - An individual or family who lacks a fixed, regular, or adequate nighttime residence and has a primary nighttime residence that is either:
(1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill)
(2) An institution that provides a temporary residence for individuals intended to be institutionalized.
(3) A public or private place not designed for, or ordinarily used as, a location, which provides regular sleeping accommodations for human beings.

HOUSING ASSISTANCE PAYMENTS CONTRACT ("CONTRACT") - A written contract between the agency and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family (sometimes referred to as the HAP contract).

HOUSING ASSISTANCE PAYMENT ON BEHALF OF ELIGIBLE FAMILY - The amount of housing assistance payment on behalf of an eligible family determined in accordance with schedules and criteria established by HUD.

HOUSING QUALITY STANDARDS (HQS) - Minimum standards applied to assess the quality of a dwelling unit's suitability for occupancy and rent subsidy.

HOUSING VOUCHER - A document issued by the Housing Authority under the Housing Voucher program declaring a family to be eligible for participation in the Housing Voucher Program and stating the terms and conditions for the family's participation.

HUD - The U. S. Department of Housing and Urban Development.

IMMEDIATE FAMILY - The spouse of the head of household, children, step-children, parents, step-parents, grandparents, brothers, sisters, step-brothers, step-sisters, and grandchildren, or a person living in the same household.

INITIAL PAYMENT STANDARD - (Voucher Program) The initial Payment Standard is the payment standard based on the Fair Market Rent in effect at the time the ACC is executed by HUD for the FIRST increment of funding in the Housing Authority's Housing Voucher Program.

INCOME - Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME TARGETING - For each fiscal year, 75% of all new admissions to the program, must have income at or below 30% of the HUD published area median income.

INCOME TO DETERMINE ELIGIBILITY - The anticipated total annual income of a family for the 12 month period following the date of determination of income.

INVOLUNTARY DISPLACEMENT - A local preference category. Applicants eligible to claim this preference will have to vacate or must have vacated their housing unit within the last six months and not yet found replacement housing that is safe, decent, accessible to accommodate mobility or other impairments and occupied pursuant to a lease or occupancy agreement, as a result of one or more of the following:

1. A disaster, such as a fire or flood, that results in the un-inhabitability of the applicants' unit.
2. Activity carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement or a public improvement or development program.
3. Eminent physical danger to a member of the applicant family occupying the unit resulting from or related to the continued occupancy of the unit, which meets the following criteria:
    a. The family member or representative has filed complaint concerning one of the above incidents with a law enforcement or human rights official and
    b. Verification at the time of an appointment for assistance of (a) is by provided by a law enforcement or human rights official and
    c. Verification at the time of the appointment for assistance of (a) is provided by a law enforcement or human rights official health care professional, social service worker and/or law enforcement official.

LANDLORD - The owner of the property, the managing agent, or a representative as may be designated by the owner.

LEASE - A written agreement between an owner and a Section 8 income eligible family for the leasing of an existing housing unit in accordance with the contract.

LIVE-IN AIDE - A person who resides with an elderly, disabled, or handicapped person and is determined by the Agency to be essential to the care and well-being of the person, is not obligated to support the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE - Those categories of eligible persons or families that the agency has designated to receive assistance prior to other eligible persons or families.

LOWER INCOME FAMILY - A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors.

MAXIMUM INITIAL RENT BURDEN - The maximum amount a family can pay upon admission to the program and each time a participant moves to a new unit.

MEDICAL EXPENSES - Those medical expenses which are to be anticipated during the 12 month period for which the annual income is computed, and which are not covered by insurance (however, premiums for such insurance may be included as medical expense).

MONTHLY INCOME - One twelfth of the annual income.

MONTHLY ADJUSTED INCOME - One twelfth of the annual income as adjusted by applicable allowances.

MUTUAL RECISION OF LEASE - An early termination of the lease, with written agreement from both parties as to agreement to the termination.

NEW FAMILY/MOVER SCHEDULE (Voucher Program) - An adjustment in the Payment Standard for families new to the program and for families who choose to relocate at recertification time.

OPERATING RESERVE - Earned administrative fees that exceed expenditures for program administration over the life of the program.

PAYMENT STANDARD (Voucher Program) - The amount used to calculate the housing assistance a family will receive; it shall be between 90% to 110% of the published Fair Market Rent.

PORTABILITY - The ability for a Housing Voucher or a Certificate holder to move from the jurisdiction of its current Housing Authority to the jurisdiction of another Housing Authority.

PREMISES - The dwelling or complex in which the dwelling unit is located, including common areas and grounds.

REASONABLE ACCOMMODATION - A fundamental alterations(s) to any policy, practice or procedure which will enable a person with a disability to benefit from housing assistance so long as it does not cause an undue financial and administrative burden to the agency or a fundamental program alteration.

RECERTIFICATION - The process of securing documentation to show that tenants meet the eligibility requirements for continued housing assistance.

REMAINING MEMBER OF TENANT FAMILY - A person who is the remaining family member of a previously eligible and assisted family as defined in Definition - Eligible Family. Such a person need not meet any definition pertaining to individuals (i.e. elderly, disabled, handicapped) in order to qualify for an appropriately sized certificate/voucher.

REQUEST FOR HOUSING ASSISTANCE - An Authority form issued to non-participants to request housing assistance.

RESIDENT ASSISTANT- A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his or her income or resources towards the expenses of these individuals.

SECURITY DEPOSIT - An amount, which the family deposits with the owner that is to be held separate from other funds until the family vacates the unit. The security deposit is to be used to reimburse the property owner for any tenant caused damages or unpaid rent.

SINGLE PREGNANT WOMAN - Family also includes single pregnant women with no other family members. The Agency must verify pregnancy when it is the sole basis for determining eligibility as a family. In cases where an immediate determination cannot be made, the Agency may require a physician's certification.

SINGLE ROOM OCCUPANCY (SRO) - A unit which contains no individual sanitary facilities or individual food preparation facilities, or which contains one but not both types of facilities, and which is suitable for occupancy by a single eligible individual capable of independent living; communal sanitary facilities available where individual facilities are not.

SPECIAL PROGRAMS - Any rental assistance program, which requires the Authority to admit only particular eligible families or to refer eligible families to specific vacant units. Examples of Special Programs are Mod Rehab, Rental Rehab.

STAYER ADMISSION (Voucher) - A family on the waiting list, who is admitted to the voucher program and chooses to remain in their current unit or complex.

SUBSTANDAND HOUSING - A Federal preference category relating to the condition of the dwelling unit in which an applicant is residing. A unit is substandard if it:

-Is dilapidated
-Does not have operable indoor plumbing,
-Does not have a usable flush toilet inside the unit for the exclusive use of a family,
-Does not have a usable bathtub or shower inside the unit for the exclusive use of a family,
-Does not have electricity, or has inadequate or unsafe electric service,
-Does not have a safe or adequate source of heat,
-Does not have a kitchen,
-Has been declared unfit for habitation by an agency or unit of government.

TENANT PAYMENT - The monthly amount of income that a family is required to pay for rent and utilities.

TERM OF LEASE - The amount of time a tenant agrees in writing to live in a dwelling unit.

TRANSFER FAMILY - Family desiring to transfer an active Section 8 Existing Certificate or Voucher from outside Louisville and Jefferson County to the program administered by the Housing Authority of Jefferson County.

UNIT- Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from 0 bedrooms to 5 bedrooms.

UTILITY ALLOWANCE - A uniform (by size and type of unit) allowance for the cost of utilities and other housing services which are not provided by the property owner and which are the responsibility of the resident. This allowance is an estimate, made and approved by the agency based on the monthly cost of reasonable consumption by an energy conservative household, consistent with requirements of a safe, sanitary and healthy living environment.

UTILITY PAYMENT - The amount, if any, by which the utility allowance applicable to the occupied unit exceeds the total tenant payment.

VACANCY LOSS PAYMENT (Certificate Program) - Payment made to the property owner if a participant, during the term of the lease, vacates his/her unit without proper notice to property owner. Owner is eligible to keep Housing Assistance Payment for the month in which the participant vacated the unit.

The property owner may apply to receive a payment from the Housing Authority in the amount of 80 percent of the contract rent for a vacancy period not exceeding one additional month, or the termination date of the lease, if one had been stipulated.

VACANCY LOSS PAYMENT (Voucher Program) - See introductory statement regarding Vacancy Loss Payment (certificate program). Owner retains Housing Assistance Payment for the month in which the vacancy occurs; the Housing Authority makes no further vacancy loss payment.

VERY LOW-INCOME FAMILY - A family whose income does not exceed 50% of the median income for the area as determined by HUD.

VICTIMS OF DOMESTIC VIOLENCE - Applicant lives in a housing unit with a person who engages in domestic violence against applicant or a member of applicant's household listed on the application. The abuser may not be listed on the application to use the preference.

WAITING LIST - A list or file of applications, which have been completed, for families eligible for rental assistance.

1.5 DRUG FREE AND VIOLENT CRIMINAL ACTIVITY HOUSING POLICY

A.1 The Head of Household or Spouse or adult cohabiting with Head of Household who has been convicted within the past 5 years of the felonious (criminal activity classified as a felony under Federal, state or local law) manufacture, sale or distribution or the possession with intent to manufacture, sell or distribute a controlled substance or any drug related crime that contains any reference to manufacture, sale, distribution or possession with intent to manufacture, sell or distribute a controlled substance (as defined by the controlled Substance Act), shall be denied assistance or terminated from further assistance for a period of five years from the date of the last conviction. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

2 Conviction of any other family member(s) for the offenses(s) listed in A.1 shall require the member(s) to be denied assistance or removed from the family's assistance for a period of five years from the date of the last conviction. Failure to remove the member(s) will result in termination of housing assistance or denial of assistance. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

*3 **The 5 years restrictions referred to in sections A.1 and A.2 above shall be defined as 3 years for the purpose of the Villager Phase I direct access program only.***

B.1. Head of household or spouse or adult cohabiting with Head of household who has been convicted within the past year of the felonious use or possession or any drug related crime that contains any reference to felonious use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance shall be denied assistance or terminated from further assistance for a period of one year from the date of the last such conviction. Denial of assistance shall include denial of placement on the waiting list for this period of time.

.2 Conviction of any other family member(s) for the felonious use or possession or any drug related crime that contains any reference to felonious use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance shall require the member(s) to be denied assistance or removed from the family's assistance for a period of one year from the date of the last conviction. Failure to remove the member(s) will result in termination of housing assistance or denial of assistance. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

.3 The denial of assistance or termination of assistance due the conviction for felonious use or possession or any drug related crime that contains any reference to felonious use or possession by any family member(s) will be waived if the family member(s) can demonstrate that he or she:

a. has an addiction to a controlled substance, has a record of this impairment, or is regarded as having this impairment; AND

b. has proof of rehabilitation from said addiction and does not currently use or possess controlled substances. The burden of proof rests with the family.

C.1 The Head of Household or Spouse or adult cohabiting with Head of Household who has been convicted as of ***April 1, 1997*** of violent criminal activity including felonious criminal activity which has as one of its elements the use, attempted, or threatened use of physical force against another person or convicted of a felony with any reference to the use, attempted, or threatened use of physical force against another person, shall be denied assistance or terminated from further assistance for a period of five years from the date of the last conviction. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

This provision shall not be applied so as to deny or terminate assistance to the victim of domestic violence or to others who are remaining household members where the head, spouse or cohabiting adult has been convicted of violent criminal activity which has one of its elements the use, attempted, or threatened use of physical force against another person or convicted of a felony with any reference to the use, attempted, or threatened use of physical force against another person.

.2 Conviction of any other family member(s) for an offense(s) described in C.1 shall require the member(s) to be denied assistance or removed from the family's assistance for a period of five years from the date of the last conviction. Failure to remove the member(s) will result in termination of housing assistance or denial of assistance. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

D.1 The Head of Household or Spouse or adult cohabiting with Head of household who has been convicted as of ***April 1, 1997*** of violent criminal activity including felonious criminal activity which has as one of its elements the use, attempted, or threatened use of physical force against the property of another person or convicted of a felony with any reference to the use, attempted, or threatened use of physical force against the property of another person shall be denied assistance or terminated from further assistance for a period of three years from the date of the last such conviction. Denial of assistance shall include denial of placement on the waiting list for this period of time.

.2 Conviction of any other family member(s) of violent criminal activity including felonious criminal activity which has as one of its elements the use, attempted, or threatened use of physical force against the property another person or convicted of a felony with any reference to the use, attempted, or threatened use of physical force against the property of another person shall require the member(s) to be denied assistance or removed from the family's assistance for a period of three years from the date of the last conviction. Failure to remove the member(s) will result in termination of housing assistance or denial of assistance. Denial of assistance shall include denial of placement on the waiting list for such a period of time.

E The Head of Household or Spouse or adult cohabiting with Head of Household or any other family who is convicted of manufacturing or producing methamphetamine (speed), shall be:

.1 Permanently denied admission to the program;

or

.2 Immediately and permanently terminated from the program if offense takes place on the premises of the assisted unit in violation of any Federal or State law.

F .1 Only a record of conviction for a drug related crime or violent criminal activity as specified above will be used as cause to terminate program participation.

.2 Appropriate processes for the denial or placement of or removal from the Waiting List will be followed.

.3 Appropriate processes for denial or termination of benefits to a participant will be followed.

1.6 ACCEPTANCE OF GIFTS AND GRATUITIES

The Housing Authority of Jefferson County requires compliance with the conflict of interest provisions and requirements of the housing choice voucher program at 24 CFR 982.161 and prohibits the solicitation or acceptance of gifts or gratuities, in excess of a nominal value, by any officer or employee of the housing authority, or any contractor, subcontractor, or agent of the housing authority.

2.4 INITIAL APPLICATION AND WAITING LIST PREFERENCE PROCEDURES

.1 At the time the Authority estimates that new families are needed to utilize available certificates or vouchers, families will be called in from the Waiting list. At least ninety percent of the families contacted during this process will be those claiming a Local Preference. All families are asked to appear for their first appointment and supply verifiable documentation in order for the Authority to complete an application and then determine and certify eligibility. Families unable to provide acceptable verification of the local preference will be placed in the appropriate position on the waiting list.

.2 Families being displaced as a result of government action will receive priority of service before other families with one of the other types of local preferences. All other local preferences will be weighed equally. Applicants claiming more than one local preference will not be offered rental assistance before applicants claiming only one local preference.

.3 Direct Access Programs receive priority of service before applicants with a local preference. These programs include Homeless Families Assistance Program (HFAP), Single Room Occupancy, Mainstream Program, Family Unification Program (FUP), Housing Opportunities for People with Aids (HOPWA), Olmstead Program, ***and Villager Phase I.*** Each program has its own criteria, which a family must meet and a referral process with a partner agency.

2.0 PROVISION OF SERVICE

The Housing Authority is currently authorized to provide Section 8 Rental Assistance in two areas: the City of Louisville and the balance of Jefferson County. Due to the sizes and complexities of the rental assistance programs and the very large numbers of families who request housing assistance, the Authority has developed one application system to equitably provide rental assistance to families interested in participating in any one of the rental assistance programs administered by the Authority.

2.1 A. SPECIAL OUTREACH

As conditions may require, the Authority may post notices of availability in particular neighborhoods or developments to encourage fuller participation. The Authority may issue public announcements of availability to encourage application for assistance. The announcement is carried in the local daily and minority newspapers' rental/real estate sections.

B. DIRECT ACCESS PROGRAMS

1. The Authority, in accordance with HUD regulations, has programs targeted for special use, esp. to assist the homeless or to assist families in achieving economic independence or to preserve the family unit. The Authority will exercise its discretion in designating the form of voucher assistance available for these programs, taking into account utilization. The following programs allow direct access to the top of the Section 8 waiting list:
    a) Single Room Occupancy (SRO)
    b) Homeless Families Assistance Program (HFAP)
        Program for homeless families who are participating in short-term case management through approved referring agency.
    c) Family Unification Program (FUP)
        Referral families from Child Protective Services for whom housing is an issue to preserve the family unit.
    d) Housing Opportunities for People with Aids (HOPWA)
        Combines case management services with housing for people with aids.
    e) Mainstream
        Referred through the Center for Accessible Living
    f) Olmstead Program
        Referred from the Kentucky Division of Mental Health/Mental Retardation in implementing the Olmstead decision of the U. S. Supreme Court.
    g) Villager Phase I
        Referred from the Center for Women and Families from their Economic Success or Domestic Violence/Sexual Assault programs.

2. If a family assisted by the Authority and such assistance was terminated, whether voluntarily or involuntarily, the family will not be eligible for assistance in the direct access programs (except as defined in 2.B.4 below). If the family members include the head of household of the barred family, the family is barred for six months.

3. If a family is on the Authority's waiting list and is offered assistance through the Voucher or Moderate Rehabilitation programs and the applicant family refuses the assistance or fails to respond, the applicant family will not be eligible for six months for referral under the direct access programs (except as defined in 2.B.4 below). The applicant family may request a review.

4. If the family is being offered assistance as a referral through the Family Unification Program, they will not be barred for six months as stated in 2.1.B.2 and 3, because of the intent to preserve the family unit.

2.1 C. A family currently in the Housing Authority of Jefferson County's public housing program will be offered Section 8 assistance when a) due to a change in family composition, the family is now overcrowded pursuant to Authority occupancy standards and b) the family has requested a transfer to a larger public housing unit and c) no unit that size is in public housing stock OR after waiting four months on the transfer list no appropriate size public housing unit will be available within another two months. The Public Housing office will maintain the transfer list. Transfers must be accommodated prior to bringing in a new family from the waiting list and d) a family living in a public housing in Newburg choosing to not purchase their unit nor to remain as a renter.

2.2 OPEN WAITING LIST - Those applying on or after August, 1989

A. Section 8 and Public Housing

1. Anyone applying will be applying for ALL options: public housing, Section 8 Certificate, Voucher, Mod Rehab.

2. The family will have the right of refusal of any form of assistance without losing their place on the waiting list for other options of assistance, e.g. voucher, public housing at 1 site, etc.

3. Public Housing - refusal of a site will result in no further offer from the public housing part of the waiting list.

4. Refusal of a certificate, a voucher, and a Mod Rehab site will result in no further offer of Section 8 assistance. If a family is offered a choice of either a Voucher or Certificate and refuses both, including by not responding, the family will be considered to have refused both forms of assistance.
   Letters are sent to a family for a specific type of assistance in the SMSA (e.g. voucher, certificate, public housing, Mod Rehab) based on information on the application. The family must call to get an appointment. Failure to call means the family is not eligible for that type of assistance based on the present application. The family has exercised it's right of refusal of a type of assistance.

5. Once a family has been given an offer of assistance, a second offer will not be made until there is some disposition of the first offer.
   a. If the family is found to be ineligible because they are over income, the entire application will be terminated.

b. In the case of Section 8, a family's choosing to respond and call in for an appointment for a voucher (including Mod Rehab), is an election of assistance. At that point, the family has selected a form of assistance, to the exclusion of all other forms of assistance. If the family goes through the process and receives assistance, (attends briefing and receives certificate/voucher) the family will not receive any other form of assistance based on that application.

If the family fails to follow procedure, e.g. not coming to appointments, not supplying documentation, the family will not again be offered Section 8 assistance based on that application. NOTE: the family's application is not affected for public housing. This policy applies to public housing, in that if a family elects to receive public housing and then fails to follow procedure, the family will not again be offered public housing based on that application, but may be offered other assistance pursuant to that application.

TERMINATION FROM THE WAITING LIST

A. Update mailings - from time to time, the Authority will do simple update mailings to those on the waiting list, requiring a response. Those failing to respond will be taken off the list. Any correspondence returned as undeliverable will result in removal from the entire waiting list. If the Post Office sticker indicates a forwarding address, such information will be used as an update.

B. Once a family has been briefed and been issued a voucher or certificate, that family will not be offered further assistance. If the family fails to lease up, the family will have to reapply to receive assistance. This applies to Mod Rehab as well; rejection of a site willing to take a tenant with a Mod Rehab certificate will mean no further offer of assistance based on that application.

C. Once under lease, a family may switch to any other form of assistance managed by the Authority using the standard requirements of termination of a lease, public housing screening (for that program) and eligibility for issuance of assistance when a participant owes the Authority money.

2.3 REQUESTS FOR HOUSING ASSISTANCE

The agency will distribute Request for Housing Assistance forms from the central office and at the Bishop Lane Office to any interested family who wishes to request rental assistance. The application date will be the primary means of determining the order of the Waiting List.

Families claiming a local preference at the time of application and/or at any time prior to the issuance of a Certificate or Voucher, may be offered assistance before other families who have not claimed a local preference. Families whose local preference status changes, must notify the Agency, in writing, of the change. A change of local preference status will not affect one's position on the Waiting List. Placement on the waiting list will be based upon the date the Agency received the Request form.

Families who do not meet the criteria for receiving a local preference have the right to meet and review the decision with a designee of the Agency.

2.4 INITIAL APPLICATION AND WAITING LIST PREFERENCE PROCEDURES

.1 At the time the Authority estimates that new families are needed to utilize available certificates or vouchers, families will be called in from the Waiting list. At least ninety percent of the families contacted during this process will be those claiming a Local Preference. All families are asked to appear for their first appointment and supply verifiable documentation in order for the Authority to complete an application and then determine and certify eligibility. Families unable to provide acceptable verification of the local preference will be placed in the appropriate position on the waiting list.

.2 Families being displaced as a result of government action will receive priority of service before other families with one of the other types of local preferences. All other local preferences will be weighed equally. Applicants claiming more than one local preference will not be offered rental assistance before applicants claiming only one local preference.

.3 Direct Access Programs receive priority of service before applicants with a local preference. These programs include Homeless Families Assistance Program (HFAP), Single Room Occupancy, Mainstream Program, Family Unification Program (FUP), Housing Opportunities for People with Aids (HOPWA), Olmstead Program, ***and Villager Phase I.*** Each program has its own criteria, which a family must meet and a referral process with a partner agency.

2.5 PRIORITY OF SERVICE

The waiting list will be composed of four (4) categories, (1) families with local preferences, (2) families without local preferences, (3) singles with local preferences, and (4) singles without local preferences. All applicants will be contacted from the waiting list in the order list above. All families will be contacted before eligible singles. At least ninety percent of the families admitted to the program within an established 12 month period, will be families who have provided acceptable written, third party verification as documentation of the existence of the local preference. All local preference categories will be treated equally, with one exception. Within the preference category of involuntary displacement, families who are displaced as a result of government action will be offered assistance before other local preference category families. No preference will be given to a family or single if any member was evicted from public housing or Section 8 in 3 years prior to appointment date for drug use or distribution.

The following classification of families may be offered rental assistance before other families on the Waiting List:

.1 Involuntarily Displaced Families: Proof of the displacement must be provided by the agency responsible for the displacement, an appropriate agency authorized to certify the existence of the natural disaster, health or safety hazard, accessible to accommodate mobility or other impairments, social worker, local police department, or human rights enforcement official.

.2 Families Residing in Substandard Housing: Proof of the substandard condition must be provided by an appropriate agency authorized to certify the existence of the condition, the property owner or manager of the applicant's unit, local police department representative, social service agency, or representative of a shelter facility, if the family is temporarily housed in a facility for the homeless.

.3 Families Paying More than 40% of Income for Rent for at least 90 days: Applicant family may provide proof of the cost of rent by furnishing copies of their most recent rental receipts, a copy of the lease, a statement from the landlord, or a copy of the purchase agreement, if the family is purchasing a manufactured home. A statement from the utility company(ies) or a copy of utility bills or receipts are required as verification of the cost of utilities. Families unable to provide adequate verification of utilities or preferring to use the Agency's Utility Allowance Chart, as a means of verifying the monthly cost of utilities, may do so.

.4 Families Residing in Units to be Rehabilitated in Rental Rehab Program:
Eligible families residing in projects to be rehabilitated under the Rental Rehabilitation program may be issued certificates or vouchers, subject to availability, from special allocations of funding.

.5 No preference will be given to a family if any member of the family was evicted in the past three years from subsidized housing for drug use or distribution.

.6 Victims of Domestic Violence:
Proof that an applicant lives in a housing unit with a person who engages in domestic violence against applicant or a member of applicant's household listed on the application. An appropriate agency authorized to certify the existence of said acts can be a law enforcement official, a physician, social service worker, and a counselor or representative of a domestic violence facility.

2.6 DENIAL OF SERVICE ASSISTANCE

The Authority will not admit to the Waiting list any family disqualified for reasons described below. At the time of the Request for Housing Assistance, the head of household of the applicant family must be age 18 or be legally emancipated.

Denial of assistance to an applicant shall be determined by the Authority because of action or inaction by the applicant. The Authority may deny an applicant admission to participation in the programs if:

.1 The applicant does not qualify as a family (see definition of an elderly or eligible family; or lacks a head of household who is at least 18 years old or legally emancipated).

.2 The applicant is not income eligible.

.3 The applicant currently owes rent or other amounts to the Authority or to another authority or agency in connection with rental or public housing assistance under the US Housing Act of 1937.

.4 The applicant as a previous participant has not reimbursed the Authority or another authority for any amounts paid to an owner under a contract for rent or other amounts owed by the family under a HUD assisted lease, or a vacated unit.

.5 The applicant has committed any fraud in connection with any federal housing assistance program.

.6 The applicant has violated any family obligation under the Authority's rental assistance programs.

.7 The applicant has breached an agreement with the Authority or another authority or agency for repayment of a claim.

Families claiming a local preference, but unable to provide adequate verification documenting the existence of the local preference at the time of the certification appointment, will be returned to the Waiting List. Placement on the list will be based upon the date of the certification appointment.

2.7 TERMINATION OF ASSISTANCE

Funding for the Certificate program is allocated for a specific number of Certificates by size of dwelling units and with a maximum fifteen year commitment. Presumably, funding will be available for the full term for the number of Certificates under contract at the time of any revisions to the Contract for federal funding but may not be available if, because of increases in family size, additional funds are required for higher rents resulting from a need for more larger sized units.

The funding for the Voucher program provides a fixed sum for a maximum of a five year period allowing for minor adjustments in the Payment Standard; the funding does not guarantee assistance to a specific number of families. If increases in the initial Payment Standard require an accelerated use of funds or if increases in family size warrant a corresponding increase in the unit size and payment, there will be a decrease in the number of families to be assisted.

If it is determined that adequate funds will not be available for either the number or size of units, families will be notified that assistance will stop at the lease renewal date; i.e. the twelve month anniversary. If the family size increases warranting a certificate or voucher for a dwelling larger than that held, the family will be allowed to use that smaller unit (see 3.7) and assistance will stop as noted if the appropriate size certificate or voucher does not become available.

3.0 APPLICATION & RECERTIFICATION PROCESSES

3.1 Application and Verification
3.2 Eligibility
3.3 Unit Size
3.4 Issuance of Certificates, Expiration, Extensions, Restrictions
3.5 Portability
3.6 Briefings
3.7 Changes in Status
3.8 Re-certification
3.9 Applicant/ Participant Responsibility

3.0 APPLICATION AND CERTIFICATION PROCESS

3.1 APPLICATION AND VERIFICATION

The formal application includes completing an official HUD form designed to compute the family's income, assets, allowances, citizenship eligibility and total tenant payment. Written verification to support applicant information must be provided by the applicant in a form acceptable to the Authority.

3.2 ELIGIBILITY

Eligibility is based on the income limitations of HUD in effect at the time the formal application is prepared. Income targeting will occur each fiscal year as families are admitted for participation. If the family admission is delayed or determined not eligible due to being over income, they are notified promptly.

3.3 UNIT SIZE

Determination of a family's unit size will be made to avoid overcrowding and prevent waste of space. Assigning bedroom space complies with these occupancy standards:

	PERSONS	
NUMBER OF BEDROOMS	MAXIMUM	MINIMUM
0	1	1
1	2	1
2	4	2
3	6	3
4	8	5
5	10	7

The following standards determine the certificate or voucher size:

.1 The number of bedrooms will be allotted so that persons of the opposite sex other than cohabiting adults will not occupy the same bedroom except for minors under the age of FOUR years old.

.2 There shall be no more than two (2) persons per bedrooms.

.3 The head of household will be allotted their own bedroom except for sharing occupancy with a cohabiting adult or a child under the age of four.

3.4 ISSUANCE OF HOUSING CHOICE VOUCHERS, EXPIRATIONS, EXTENSIONS, RESTRICTIONS

.1 The Housing Choice Voucher Program (Freestanding)

A family, which has completed the application process, and for which funding is available, is issued a Housing Choice Voucher. These documents enable the family to seek an appropriate sized unit for the family, and begin the leasing process. The Housing Choice Voucher is issued for at least sixty (60) days and no more than 120 days. At its discretion, the Housing Authority may grant a family one more extension of at least 30 days, but no more than 60 days of the initial voucher term. For this consideration, a family must put their request in writing explaining the necessity of the request. If a family requests an extension of the initial voucher term as a reasonable accommodation which would make the program accessible for a family member who is a person with disabilities, the Housing Authority will extend the voucher term up to the term reasonably required for that purpose. During the extended term, the Housing Authority may require the family to report progress in leasing a unit. Such reports may be required at such intervals determined by the Housing Authority.

a. Any newly admitted family who decides to use the voucher in the unit or the same complex in which they are presently living will be considered a "Stayer Admission". In these instances, the voucher assistance payment will be set according to the gross rent (see definition) if it is less than the applicable payment standard. (4/1/99)

.2 The Rental Rehabilitation Program

Families occupying units prior to rental rehabilitation - Families, already living in a unit which is to be rehabilitated, who want to take advantage of a Voucher (whether they plan to remain in the Rehabilitated unit or not), may do so. After eligibility is determined, the Housing Authority will issue Vouchers to the families.

A Voucher may be issued to a lower income family in a Rental Rehabilitation project that is forced to vacate a unit because of physical construction, over crowding, or a change in the use of the unit. Only vouchers will be issued to lower income families in a Rental Rehabilitation project when post-rehabilitation rent would not be affordable.

Families on the Agency's Waiting List - when possible, the Housing Authority will contact families on the waiting list approximately sixty (60) days before the estimated rehabilitation completion date for the unit. At least ninety percent of the families contacted during this process will be those claiming a local preference. Families claiming the local preference must provide written verification documenting the existence of the local preference. When making this contact, the Housing Authority will offer a Voucher (depending upon availability) to an applicant family.

The Rental Rehabilitation and Moderate Rehabilitation programs are special programs, which the Authority administers. Under certain circumstances, the Authority must refer families, on the waiting list, to property owners when a vacancy occurs on these programs. Should the Housing waiting list be depleted of applicants desiring a unit on any of the special programs, a separate list of applicants will be established for Special Program only. Applicants on the program's Special Program Waiting List who are interested in the Section 8 Existing Program must specifically apply for that program if they wish to participate on the Existing Program.

.3 Information Applicable to All Section 8 Programs

If a Voucher expires, and an extension is not available, the family will be terminated from the program. The family will not be eligible to request a conference, but can reapply for the program.

The Agency will not suspend the tolling of time to expiration for the time spent waiting for an inspection of a unit.

No Voucher will be honored after one hundred and twenty days after the original date of issuance by the originating PHA. (When a Voucher is issued for less than 120 days, a family may request an extension of their Voucher due to an inability of finding an appropriate unit or extenuating circumstances. Certification extension does not extend a lease. Locating barrier free housing is a consideration when granting extensions for families with disabled or handicapped members).

A family on the Section 8 Existing Housing Certificate or Voucher Programs may switch from a Certificate to a Voucher or from a Voucher to a Certificate under the following rules:

a) the desired form of assistance must be available. Current participants will have priority in receiving the desired form of assistance over families from the applicant list.

b) A waiting list of participants wanting to change their form of assistance will be maintained in chronological order.

c) In the case of certificate holders wanting a voucher, priority among participants on the waiting list will be given to a family if:

1. there is a current family member with a medical reason, which necessitates that family member living in a geographic area outside Kentucky or the Louisville Metropolitan Statistical Area. Both the medical condition and the necessity of living outside of the Certificate-designated geographic area due to the medical condition must be documented.
2. the family wishes to include a person not currently listed as a family member and the new family member has a medical reason which necessitates that family member living in a geographic area outside Kentucky or the Louisville Metropolitan Statistical Area. Both the medical condition and the necessity of living outside of the Certificate designated geographic area due to the medical condition must be documented. The family, after inclusion of the new member must still meet the definition of "Eligible Family" as provided earlier.

d) When the participant family has been under lease at a unit for less than one year, the landlord must agree to a lease cancellation. A participant may stay in place with the new assistance so long as new contracts (lease and HAP) appropriate to the new form of assistance are executed.

e) Once the participant is briefed under their choice of assistance, the participant must lease up with that form of assistance.

3.5 PORTABILITY

.1 Certificates and Vouchers may be used in jurisdictions defined by the United States Department of Housing and Urban Development. The Authority will issue the Certificate or Voucher denominating the Authority's jurisdiction. When a participant chooses to lease up outside of Louisville or Jefferson County, the Authority will negotiate with the receiving public housing agency (PHA) with the goal that the receiving PHA will issue the family a certificate or voucher in their jurisdiction. Conversely, the Authority will issue a certificate or voucher in the jurisdictions the Authority administers (city or county) when the Authority receives a participant from another PHA.

.2 County Vouchers

Families wishing to continue on a Housing Voucher Program, but in a jurisdiction other than outside the SMSA may be permitted to do so, as long as the number of families moving from Jefferson County under this portability process is less than 15% of allocations on Jefferson County's Voucher Program. As long as the Housing Authority of Jefferson County (County Voucher Program) remains the INITIAL Housing Authority for a family, it will limit the family moves to not more than once in any twelve-month period. The Housing Authority of Jefferson County will encourage the receiving PHA to provide assistance under their own funds (voucher or certificate) although the decision regarding how the assistance is to be provided is to be made by the receiving PHA.

.3 City Vouchers

Families wishing to continue on a Housing Voucher Program, but in a jurisdiction other than outside the SMSA limits, may be permitted to do so, as long as the number of families moving from the city's program under this portability process is less than 15% of allocations on the city of Louisville's Voucher Program. As long as the Housing Authority of Jefferson County (City Voucher Program) remains the INITIAL Housing Authority for a family it will limit the family moves to not more than once in any twelve-month period. The Housing Authority of Jefferson County will encourage the receiving PHA to provide assistance under their own funds (voucher or certificate) although the decision regarding how the assistance is to be provided is to be made by the receiving PHA.

.4 Other Jurisdictions

Families holding Vouchers or Certificates from jurisdictions outside Louisville or Jefferson County will be accepted as participants on the Agency's program. As the RECEIVING Housing Authority, Jefferson County will provide assistance under their own funds (voucher or certificate) to participants transferring from jurisdictions outside Louisville or Jefferson County.

SECTION FOR 3.5 PORTABILITY CONTINUES WITH NEW ADDITION: (4/20/95)

.5 Switching Programs

To give participants as much choice in housing, the Housing Authority of Jefferson County will introduce, as is possible, the ability to have participants elect Vouchers, Mod Rehab certificates, and Public Housing as available. (This does not include Project Based Certificates). A participant must be in good standing under all the programs of the Housing Authority of Jefferson County, including properly ending any lease in one of these programs and meeting the rules of repayment of any claim owed to the Housing Authority of Jefferson County.

Mod Rehab landlords have the option of electing to participate in this. Those Mod Rehab units not in this option will continue to be leased to families who agree to participate only in the Mod Rehab program (this includes all families currently in those units).

The options will become available as procedures and HUD approval are in place.

3.6 BRIEFINGS

Briefing sessions are conducted as frequently as necessary. Each voucher holder receives a packet of material, which includes:

- Voucher, its term and the income calculation,
- Required Lease Documents,
- Required Lease provisions and prohibited lease provisions,
- A list of Family Obligations and reasons for program termination,
- Information regarding Lead Based Paint Poisoning Hazards, symptoms, and precautions,
- Information regarding applicable Housing Quality Standards,
- Information regarding Security Deposit to be paid to the Property owner
- Fair Housing information and housing Discrimination Complaint forms as required by HUD,
- Information on the Total Tenant Payment and Tenant Rent, using FMR or Payment Standard,
- The Authority's schedule of Utility and Appliance Allowances,
- Information on factors a family should consider when selecting a unit,
- Information on one or more interested owners known to the Authority,
- Information on accessible units,
- Information given to prospective landlord, including last landlord of the participant and a statement to prospective landlords telling them that tenant screening is their responsibility,
- Other information,
- Information regarding the method the Agency uses in computing the Housing Assistance Payments rather than Total Tenant Payment and Tenant Rent (information provided to voucher holders).
- Information for selecting a unit renting for less than the Applicable Payment Standard,
- Portability features,
- Information about available rental rehabilitation program.

3.7 CHANGES IN STATUS

The number of bedrooms for which a tenant family is certified and the portion of rent that a family pays toward the contract rent is determined at the time of the initial lease and subsequent recertifications. No change in certificate or voucher size or Total Tenant Payment is made between recertifications except as provided as follows:

.1 Changes in Family composition

Increases in the number of family members for any reason, including birth of a child, marriage or addition of a cohabiting adult, court ordered guardianship, adoption, or addition of a foster child must be reported and verified to The Authority since such additions may affect the certificate size and/or the portion of rent that a family must pay.

Similarly, decreases in the number of family members resulting from a family member's moving out of the unit, divorce or departure of a cohabiting adult, or the death of a family member must be reported and verified to the Authority since such losses may affect the certificate size and/or the portion of rent that a family may pay.

A change in family composition, which is the result of the death of the head of household, must be reported by the surviving family members so that the authority can determine the eligibility of the surviving member(s). In the event that the remaining members are all minor children or dependents, the legal guardian of such persons may be considered the new head of household even though the guardian was previously not a part of the household or listed on the application or lease. In this situation the Authority requires complete recertification of the newly constituted family.

The Authority requires that a family only occupy a unit that conforms to the standards for occupancy. When it is necessary to issue a new voucher or certificate reflecting changes such as those cited above, the Authority is obligated only to issue a voucher or certificate that is available according to HUD protocol.

If a family break-up occurs, the assistance will be assigned to the adult member of the household who continues to have the minor child(ren) in the household; if this is not the "head of Household" last listed before the break-up, then notice will be sent to that "head of household" about the change according to termination of assistance procedures. If, the break-up results in more than one adult retaining the minor child(ren), then the "last" head of household retains the assistance. A court order making an assignment of the Section 8 assistance to one household will have authority above the rules as listed.

.2 Increases of Household Income. An increase of income which:

.a occurs within 90 days from the date of the interview for certification or recertification ("occurs" includes anticipated receipt of money where the delay is the result of normal delays of the agency/employer/source of income) AND

.b is the result of a change in the source of income such as a new or additional job, new or additional source of benefits or new or additional source of support payments--

must be reported within 14 days of the receipt of income from the new or additional source and verified to the Authority to determine a new Total Tenant Payment. Increases in the tenant portion of rent becomes effective on the first day of the second month following the month in which the increase occurred. Families who fail to report such increases of income will be required to assume their new tenant portion retroactively to the first rent payment period in which the increase would have become effective had the participant reported the increase in income when it began. Any person missing two scheduled appointments without prior notification to the Authority, may be subject to termination of assistance.

This reporting requirement is in addition to the requirements of reporting income changes as a result of change of family composition and the reporting requirements of zero income families.

.3 Decreases of Household Income.

Whenever there is a loss of household income from any source, such as a loss of job, benefits, or support, that decrease may be reported and must be verified to the Authority in order to determine the tenant's portion of rent. Any family reporting a decrease in income will have an initial appointment as soon as possible no later than 21 days from the date of the report. All changes must be verified before the Authority can take any action, and will be processed as expeditiously as possible. Upon verification the tenant and landlord will be sent a Rent Portion letter and the change will appropriately appear in the next possible computer check run. Delays in verification will delay the administrative process but, after verification, the change will be made retroactive to the first day of the month following the report to the Authority of the decrease. Any person missing two scheduled appointments without prior notification to the Authority may be considered as not completing a report of decrease of income to the Authority. Said person would have to start the reporting process anew (new reporting date).

.4 Absent Family Members

A child temporarily away from the home because of placement in foster care maybe considered a family member.

Participant family may be absent from the unit for brief periods of up to one month so long as the unit remains the sole place of residence.

A family member may be absent longer than 30 consecutive days but no more than 120 consecutive days for an emergency. The family must notify the Authority of this absence; the Authority may request verification.

.5 Any change in status may result in a complete certification.

.6 Reasonable Accommodations Process:

An individual wishing a reasonable accommodation must request the accommodation to the appropriate administrative staff person. Said request must be in writing. Exceptions will be made for individuals who, by reason of disability, are unable to submit a written request. The agency is prohibited from law from inferring or assuming a need for an accommodation, or making any inquiries concerning the nature of disability or illness and verifications will be limited to determining affirmative responses. The burden is on the individual to request the accommodation.

Following receipt of the accommodation(s) request(s), the agency can:

a. verify that the individual meets the definition of disabled person(s)
b. verify that the individual(s) has a need for the requested accommodation, or that it is otherwise necessary to permit the individual to enjoy the housing.

Once the necessary verification(s) have been obtained, and provided the individual(s) is considered by definition to be disabled, and the need for the requested accommodation(s) confirmed, the agency will proceed to determine whether the request represents an undue financial and administration burden or a fundamental alteration of the program. If the requested accommodation is determined to be an undue financial and administrative burden or a fundamental program alteration the agency will work with the requester to determine an equally effective accommodation, which meets their needs.

The agency will respond to reasonable accommodation requests within 14 days of receipt of request. If an extension is necessary, this shall be promptly communicated to the requester.

Individuals who are not considered to be disabled as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 (B) (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 (42 U.S.C. 6001 (7), or whose requested accommodation cannot be verified as necessary, will have their request denied. The reason for the denial will be stated in writing.

Any individual whose reasonable accommodation request in denied shall have the opportunity for an appeal process as it is outlined in Section 9.0.

3.8 RE-CERTIFICATION

Re-certification is scheduled annually to determine the family's eligibility for continuing assistance under the program and to ensure that eligible families are charged appropriate rent. Recertifications are scheduled to take place in the eighth (8th) month of the current lease term in effect. Effective 10/01/99, "merger date", all pre-merger voucher holders will automatically become participants in the Housing Choice Voucher Program. All pre-merger certificate holders will be converted to the Housing Choice Vouchers when the 2nd regular annual reexamination takes place. The agency uses the same methods of verifying the income and allowances for a re-certifying family as for an initial family application.

Once the recertification process has been completed, families are notified regarding their continued eligibility for the program.

Families determined to be ineligible for continued assistance receive notice, which indicates the effective date of termination from the program, the reason for termination, and advice to the family that they have the opportunity to request a hearing. Property owners leasing to families who have been determined ineligible are notified of the effective date of the family's termination.

Families determined eligible for continued assistance are processed as follows:

.1 A participant may remain in the same unit under a continuation of the current lease on a month-to-month lease. The participant may terminate the lease without cause at any time after the first year of the term of the lease with a minimum of thirty (30) by not more than (60) days written notice to the property owner. Families continuing under the same lease on a month-to-month basis are provided written notice of any changes made in their portion of the rent or utility payment.

.2 If a property owner plans to offer a new lease to a family who has been determined eligible for continued assistance, the offer is to be made at least sixty (60) days prior to the effective beginning date of the proposed new agreement. The family acknowledges acceptance of the new lease by submitting the lease document to the agency for review. Following recertification, families deciding to enter into a new lease are provided written notice of any changes made in the contract rent, the portion of rent which they are to pay, and the amount of the utility allowance.

.3 Section 8 participants deciding not to enter into a new lease or deciding not to remain in the unit under a continuation of the old lease with the current property owner, must notify the property owner in writing of their intent to move prior to the beginning of the eleventh (11th) month of the current lease. The agency will end assistance payments on behalf of the family on the date agreed upon by both the Section 8 participant and the property owner or the last day of the lease. Families remaining in the unit after the ending date agreed upon by the owner and participant are responsible for the total rent charged by the owner. Families wishing to relocate at the end of the term specified in the lease agreement are scheduled for a briefing at which time lease papers and other required forms are issued.

.4 Once a family terminates their tenancy with an owner according to Section 8 requirements, but before being briefed, the family must get written agreement from the owner to reinstate the lease. If the family has attended a briefing, a new set of lease papers and HAP contracts must be entered into.

.5 Effective 10/01/99, if an assisted family has given proper notice or been issued a notice that the current HAP contract will be terminated, the family will be issued a Housing Choice Voucher to enable them to move. The term of the new lease with assistance may begin during the last month of the expiring assisted lease; this allows an overlap of HAP for the family.

3.9 APPLICANT/PARTICIPANT RESPONSIBILITY

.1 The Applicant/Participant family shall:

a. Supply such certification, release, information or documentation as the Authority determines necessary in the administration of the program, including use by the Authority for an initial certification, regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements;

b. Allow the Authority to inspect the dwelling unit at reasonable times and after reasonable notice;

c. Notify the Authority before vacating a dwelling unit;

d. Use the dwelling unit solely for residence by the family, and as the family's principal place of residence; and shall not assign the lease or transfer the unit.

e. Be responsible for a breach of the HQS that is caused by any of the following:
1. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
2. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
3. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any HA-approved extension).

If the family has caused a breach of the HQS, the Authority may terminate assistance for the family.

These responsibilities or "Obligations" continue to apply after the family begins to receive assistance under the program. Failure of the family to cooperate in providing information or documentation in connection with a regularly scheduled reexamination, failure to come to appointments, failure of the family to use the dwelling unit solely as a residence by the family are grounds for termination of assistance.

Each participant receives a written notice of the time requirements for producing the verification; failure to meet these requirements leads to a delay in processing the application or re-certification and may lead to termination. Applicant families failing to provide adequate verification of the existence of a Federal preference will be returned to the Waiting List. Placement on the list will be based upon the deadline by which the family failed to provide written verification documenting the existence of the Federal preference. Applicants or participants who fail to keep a second appointment arranged for them, fail to return verification within ten (10) plus a three (3) day grace period, fail to attend a second briefing arranged for them, or cause inefficiency and additional cost in the administration of the program may be terminated from the program.

Families who report having no income for the household are required to report a change to the Authority immediately. Failure to comply may result in termination from the program. (revised 1/19/95).

f. Not commit any serious or repeated violation of the lease.

.2 Additionally, the family shall not:

a. Own or have any interest in the dwelling unit;
b. Commit any fraud or abuse in connection with the rental assistance programs operated by the Authority:
c. Receive assistance under a rental assistance program operated by the Authority while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program, including another Section 8 program.

Fraud is defined as a single act or pattern of actions (a) that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and (b) that results in payment of rental assistance program funds in violation of the rental assistance program requirements.

A family, which violates the prohibitions of this section, will be terminated in accordance with the provisions of Sections 8.0 and 9.0 of the Administrative Plan.

4.0 LEASING

4.1 Lease, Unit Documentation, Disclosure, Disapproval of Owner
4.2 Utility Allowance
4.3 Security Deposits
4.4 Housing Assistance Payment Contract
4.5 Eviction and Termination

4.0 LEASING

4.1 LEASE, UNIT DOCUMENTATION, DISCLOSURE, DISAPPROVAL OF OWNER

A lease is prepared for each unit rented by a Section 8 participant. This lease may be the standard form provided by the Authority or it may be the lease the landlord uses in the locality and that applies generally to unassisted tenants in the same property. If the owner's lease is used, it must comply with the standard provisions required by HUD. An owner's lease will include the HUD required "Addendum to Lease". All leases will include the HUD required Tenancy Addendum.

All leases are written for an initial period of twelve months. The Authority may approve an initial lease term for an initial term that will improve other housing opportunities for the family. After the twelve months, there is an automatic monthly renewal period unless the lease is cancelled pursuant to its provisions or due to cancellation of the Housing Assistance Payment Contract.

Dwelling units shall be inspected prior to execution of the lease. At the inspection the appliances, furnishings, the type of utilities provided in the unit and the general condition of the unit are noted and recorded on the inspection form kept in the inspection office. A unit is eligible for leasing if it complies with HUD's Housing Quality Standards.

Owners and/or managers of property proposed to be leased by a Section 8 participant are required to provide to the Authority the name, address, phone number, and social security or IRS tax identification number of the person or firm to whom rental assistance payments are to be made. A lease will not be accepted and housing assistance contract cannot be prepared unless this information is provided.
Owners and/or managers are requested to provide phone numbers to the tenants in case of emergency. Additionally, the owner/manager must supply to the Authority the name, address and phone number of a local contact person.

Disapproval of Owner. The Housing Authority must not approve a unit if the owner is the parent, child, grandchild, sister, or brother of any member of the family, unless the Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 UTILITY ALLOWANCE (See Definition Section).

The utility allowance is based on a uniform schedule of allowances for utilities, services and appliances which either are present in the unit or which are provided by the tenant. This schedule is reviewed at least once annually and revisions occur as required by HUD. The utility allowance is based on the actual number of bedrooms in the unit.

-A participant will be reimbursed the difference by which the utility allowance exceeds the family total tenant payment. (Certificate Program)

-A participant will be reimbursed the difference by which the Housing Voucher subsidy exceeds the HAP. (Voucher Program)

4.3 SECURITY DEPOSITS

A family pays a security deposit to the owner from its own resources or other public or private sources.

4.4 HOUSING ASSISTANCE PAYMENT CONTRACT (See Definition Section).

The HAP contract is written between the Authority and owners of property to provide for housing assistance payments on behalf of certified Section 8 participants.

The Authority may terminate the HAP contract for any of the following reasons:

.1 The unit is not in compliance with the Housing Quality Standards.
.2 The unit does not meet the occupancy requirements because of an increase in family size
or a change in family composition.
.3 An assisted family is residing in a unit larger than appropriate because of a reduction in family size or change in family composition. (Certificate Program)

.4 An assisted family has been determined ineligible for continued assistance at reexamination or has been paying full contract rent for six months as a result of an interim income change.
.5 The Authority has determined that the owner is not in compliance with the terms of the HAP contract.
.6 The Authority has determined that the family has failed to meet any one of its obligations as a Section 8 participant.
.7 A family has been determined to have abused the program or engaged in fraudulent activities.
.8 A family fails to meet its obligation under a repayment agreement execute with the Authority.
.9 Drug trafficking by the owner.

4.5 EVICTION AND TERMINATION

.1 Owner Initiated Termination of Tenancy. An owner may terminate an assisted family's lease for serious and repeated violations of the terms and conditions of the lease; violations of the Uniform Residential Landlord and Tenant Act; violations of federal, state, and local law which impose obligations on a tenant in connection with the occupancy or use of the dwelling unit and surrounding premises, or for other good cause, as specified in the lease.

After the first year of the term of the lease, an owner may terminate the lease without cause or may extend the term of the lease. The owner must give 60 days notice and provide a copy of that notice to the Authority.

An owner may evict the tenant from a unit only by instituting court action. For those families whose initial leases, for the unit from which they are to be evicted, began on or after October 1, 1981, the owner need only send a copy of tenant's eviction notice to the agency at the same time that the tenant is notified. The family is subject to termination from the Section 8 program if the eviction results in the Authority reimbursing an owner for the tenant's unpaid rent or tenant caused damages.

The Authority must approve a proposed eviction for those families whose initial lease, for the unit from which they are to be evicted, began prior to October 1, 1981. Procedures governing the eviction of this category of families are as follows:

a. The landlord must notify the tenant and the Authority in writing of the proposed grounds for eviction. The notice must also advise the participant the he/she has ten (10) days from the receipt of the notice to present any objections, in writing or in person to the Housing Authority. Upon receipt of the eviction notice, the Authority will send the participant the form entitled "Section 8 Eviction Requested by Your Landlord". The participant may request a conference if there is a disagreement regarding the grounds for eviction. Both the participant and owner will be sent written notification of the scheduled conference time.

b. At the conference the landlord may present evidence justifying the basis for the eviction as set forth in the proposed eviction notice. The owner may question the participant and all witnesses, and may review all the written evidence the participant plans to submit in advance of the conference. The owner may be represented by an attorney or a layperson.

The Section 8 participant is entitled to the same procedural rights as the landlord.

The conference officer will make a decision based on the information presented at the conference. The landlord and the tenant are bound by the conference officer's decision, and the landlord may not seek to evict a tenant if the Authority does not grant permission to do so.

c. If the participant fails to contest the proposed grounds for eviction within twenty (20) days of the date of the original notice to the tenant and the Authority, the Authority notifies the landlord and the tenant that the eviction is authorized. The agency will continue its rental subsidy on behalf of the participant during the eviction process.

Participants under lease with a Certificate or Voucher issued prior to April 1, 1996 who are evicted for unpaid rent are subject to termination from the Section 8 program, if a claim is placed against the Authority for reimbursement of unpaid rent. Participants are given a maximum of sixty (60) days to pay back rent. Participants are denied issuance of a new Certificate of Family Participation or Voucher until the liability is satisfied.

.2 Tenant Initiated Termination of Lease. A participant may terminate the lease without cause at any time after the first year of the lease with a minimum of thirty (30) days and not more than sixty (60) days written notice to the property owner and the Authority. A copy of the termination of lease notice to the property owner is included in the participant's file. The Authority will provide an appropriate form to the participant upon request.

.3 Mutual Recession of the Lease. The property owner and participant may mutually agree, at any time during the first twelve (12) months of the lease, to a premature termination of the lease. This is a lease cancellation and notices of cancellation will be processed by the Section 8 office.

5.0 RENTS

5.1 Certificate Program:
- Fair Market Rent
- Contract Rent
- Rent Comparability
- Adjustment in Rent

5.2 Voucher Program:
- Payment Standard
- Contract Rent
- Adjustment in Rent
- Rent Reasonableness

5.3 Abated Rent

5.4 Exception Rents

5.0 RENTS

5.1 CERTIFICATE PROGRAM

.1 FAIR MARKET RENT (See Definition Section)

The Fair Market Rent (FMR) established by the U.S. Department of Housing and Urban Development is the maximum base from which the Authority calculates the appropriate contract rent for a particular unit. If amenities exist in a unit, which the owner believes justifies a higher rent level on the initial contract, an adjustment may be considered on a case-by-case basis. The owner justifies a higher rent request with appropriate documentation as required, which will be verified at the initial inspection. The Authority is limited with regard to the total number of exceptional rent contracts it may approve: 20% of the approved certificates may be adjusted no more than 10% above the FMR applicable to the bedroom size.

Notwithstanding the FMR authorization by HUD, contract rents, under the Existing Certificate Program, must always meet the test of comparability.

FMR applies to initial lease and rent increases in the certificate program except where the AAF would give a higher rent (rent comparability still applies).

.2 CONTRACT RENT (See Definition Section)

The contract rent is shown on the HAP contract and on the lease, and represents the total rent payable for the unit under lease. It is the sum of the amount payable by the Authority and by the tenant. No additional rent, surcharges, or other considerations may be charged the tenant by the owner.

.2a The FMR applicable to the actual number of bedrooms in the unit will apply, if it is a lower number than the issued certificate.

.3 RENT COMPARABILITY

Under the Certificate Program, all contract rents payable for any unit leased to a Section 8 participant and upon which a HAP contract is to be executed must meet the test of rent comparability. The standard applied to determine the reasonable rental for a unit is the relationship between the proposed contract rent and rents currently being charged for comparable units in the private, unassisted market. Additionally, requested contract rents may not exceed rents currently being charged by an owner for comparable unassisted units in the same neighborhood.

The Authority, in the course of its inspection procedures, documents that the rent requested is comparable with regard to the following:

a. Location of the unit
b. Unit Size
c. Unit type
d. Quality (unit meets or exceeds HQS)
e. Accessibility to Handicapped
f. Amenities
g. Facilities (e.g. playgrounds, storage, parking, etc.)
h. On or off site management, maintenance services
i. Management, Maintenance Service
j. Gross Rent including utilities and appliances.

POSSIBLE HIGHER EXCEPTION RENT FACTORS

a. Where the unit is located
b. Site and neighborhood conditions
c. When the unit was built
d. Heat source-central heat, central air, space heaters, etc.
e. Does it have a fenced yard, garage or other outbuildings?

PROCESS USED FOR FINDINGS RENT COMPS

a. Local newspaper classified ads
b. Realtors offices that are not on Section 8
c. Rental offices for apartment complexes
d. Rental agents and associates, etc.
e. Computer Internet

The Authority maintains a listing of available unassisted housing stock for purposes of comparison. Owners may submit data relating to comparable rents for use by the Authority.

.4 ADJUSTMENT IN RENT

Annual adjustments in rent may be granted under the Certificate Program, at the conclusion of the first twelve (12) months of a HAP contract, and no more than annually thereafter on the same unit for the same tenant, if requested by the owner. A rent adjustment may be granted provided the unit complies with HQS and the adjustment is not contrary to any other contract provisions. The proposed rental increase may not exceed the Annual Adjustment Factor or FMR whichever is higher, nor may it exceed the test of comparability.

5.2 VOUCHER PROGRAM

.1 PAYMENT STANDARD

The amount of the applicable standard is used to calculate the subsidy for a family in the Agency's Housing Voucher Program. The initial payment standard will be in effect for the first two years of the Housing Voucher Program. The Payment Standard will be reviewed periodically to match published area fair market rents.

.2 CONTRACT RENT

The HAP contract lists the amount of contract rent charged, and the amount of the subsidy that the Authority will provide on behalf of the participant each month. A family may shop for and choose a unit for which the rent plus utilities exceeds that Payment Standard. The family will be responsible for paying any rent that is charged which is in excess of the subsidy provided by the Authority.

.3 ADJUSTMENT IN RENT

Affordability Adjustments, rather than Annual Adjustment Factors, are used to offset increases in housing costs as a result of inflation. The Payment Standard should be reviewed annually for adjustment. The following factors should be considered:

1. Average contract rents for specific bedrooms sizes.
2. Rate of families, by specific bedroom size, whose assistance expires before leasing.
3. Applicable annual adjustment factors for certificates.
4. New Fair Market Rents for certificates.
5. Rent reasonableness data.
6. Participant rent burden (percent of adjusted gross income paid as Total Tenant Portion).

The Board of Commissioners will vote on adjustments to the Payment Standard.

.3a The Payment Standard applicable to the actual number of bedrooms in the unit will apply, if it is a lower number than the issued voucher.

.4 RENT REASONABLENESS

Under the Voucher Program, the PHA will notify the family if the requested contract rent is not found to be rent reasonable compared to other comparable units in the private unassisted market for that neighborhood. The Authority uses the following criteria:

a. Location of the unit
b. Unit size
c. Unit type
d. Quality (unit meets or exceeds HQS)
e. Accessibility to Handicapped
f. Amenities
g. Facilities (e.g. playgrounds, storage, parking, etc.)
h. Management, Maintenance Service
i. Gross rent including utilities and appliances.

If the contract rent is found not to be rent reasonable, the Authority will also notify the landlord that the unit is not rent reasonable and the Authority will propose a maximum reasonable rent for the unit. If the landlord does not return a signed agreement to accept the maximum reasonable rent, the Authority will not execute a Housing Assistance Payment Contract and the lease will not be approved.

5.3 ABATED RENT (See Definition Section)

The Authority will suspend rental assistance payments on a unit, during a period of time while the unit is not in compliance with HQS standards determined to be the owner's responsibility. When a unit is returned to a state, which complies with the standards, rental payments will resume. The process of abating rent applies to all programs of rental assistance administered by the Housing Authority of Jefferson County.

Please see 7.0 - "Inspections", for additional discussion of the process by which payment of rent is withheld from an owner whose property fails inspection.

5.4 EXCEPTION RENTS

The Authority will request to establish exception rents where they prevail and HUD will consider said requests by one of two methods:

1. Median Rent Method-FMR times (median gross rent of exception rent area/median gross rent of FMR area). This will be based on census data or:
2. 40th percentile rent method - For rents in the exception rent area. The request will include statistics representative of the rental housing data collected.

HUD must approve area exception rents for all units or units of a bedroom size and they may not exceed 120% of the fair market rent.

Maximum Subsidy: FMR/exception rent limit:

Subsidy will be paid based on the following maximum limits:

a. Regular certificate-Maximum initial gross rent
b. Voucher-Maximum Payment Standard
c. Over Fair Market Rent (OFT)-Payment Standard

On a request from a family that includes a person with disabilities, the Authority must approve an exception rent of up to 120% if needed as a reasonable accommodation.

6.0 PAYMENTS

6.1 Rental Assistance Checks Payable to Owners
6.2 Utility Allowance Checks to Tenants
6.3 Owner Claims for Reimbursement
6.4 Tenant Repayments

6.0 PAYMENTS

6.1 RENTAL ASSISTANCE CHECKS PAYABLE TO OWNERS

Housing Assistance Payments made to owners are prepared by the Authority. These checks are prepared at the end of the month for mailing to owners (managers) on the first day of the month when rent is due. All Housing Assistance Payments are deemed received by the owner when mailed on the first business day of each month. Should the first business day fall on any day other than the first of the month, the Authority will not be subject to any penalties for late payments to an owner. The Authority is not obligated to pay any late fee if HUD determines that the late payment is due to factors beyond the control of the Authority. Unless an owner/manger specifies differently, one check for all of an owner's property will be issued. Deductions from the check may be made, and the record portion will specify the type or reason for any deduction, e.g., abated portion of a month's rent.

Payment for the Authority's portion of the contract rent for an initial or new contract, or a contract that is being extended, and for which the Authority's portion changes, may be delayed as much as forth-five (45) days after the effective date of the new or extended contract. This delay may be due to tardiness of either the participant or the owner in complying with the agency's notices or procedures. Payment will be made retroactive to the effective date. No interest will be paid on delayed payments.

6.2 UTILITY ALLOWANCE CHECKS TO TENANTS

A participant will be reimbursed the amount by which the utility allowance for the occupied unit exceeds the total tenant payment. The check for this amount is prepared at the end of the month preceding the date when rent is due, and is mailed to the participant.

The payment of the excess utility allowance to the tenant will be in equal monthly installments, unless a change to tenant income is entered.

6.3 OWNER CLAIMS FOR REIMBURSEMENT

Section 6.3 applies only for leased and HAP/voucher contracts entered into for a certificate or voucher issued prior to April 1, 1996.

An owner may file a damage or vacancy claim with the Housing Authority when the family's security deposit is insufficient to reimburse the owner. A claim must be received or postmarked within 30 days after the date of the move-out/damage inspection.

The claim by an owner for either damages or vacancy credit will be reduced by the amount of security deposit collected or the amount the owner was eligible to collect whichever is greater.

An owner must comply with the following procedure in order to file a claim with the Authority:

.1 The owner must request a move-out/damage inspection within seven (7) days of first knowledge of vacancy. A moveout inspection is not required if the owner is requesting payment of a vacancy loss or the tenant owed past due charges. These claims will be limited to payment as outlined in .7 and .8.

.2 The owner must provide documentation to the agency which shows the actual basis for the charges (or a reasonable estimate), and proof of billing the previous tenant. Repairs as well as costs must be itemized. Lump sum costs are not accepted. This information must be received or postmarked within thirty (30) days of the date of the move-out/ damage inspection.

.3 If the tenant is no longer a participant in the program, the claim will be processed for payment based on information provided by the inspection reports.

.4 If the tenant is still a participant on the program, a conciliatory conference will be arranged to determine the liability claimed by the owner. The agency acts only as a mediator in such a conference, and will not hold a tenant responsible, unless the tenant agrees to pay a portion of all of the claim. If agreement is not reached, the owner must pursue action through the court system.

A claim for damages, which occurred during the term of the lease, can be filed after the unit is vacated, using the same procedures set forth herein. However, the maximum allowance for that tenancy will be as set forth in section .6 and .7, listed below. Normal procedure for damages during the tenancy is for the landlord to bill the cost directly to the tenant.

If the tenant agrees to pay a portion or all of the claim and the owner agrees, the agency will reimburse the owner, and collect one claim from the tenant. Alternatively, the tenant may pay the owner directly, and not involve the agency. Claims that an owner files with the courts will be paid by the agency if the court issues an order. However, the maximum payment will be as limited by federal regulations. Payments made by the Authority become a liability of the participant. (See 6.4 Tenant Repayments).

.5 **Voucher Program:** There is no provision for a vacancy payment to the owner for a dwelling unit vacated by a family after the month in which the unit was vacated. Should a participant vacate a unit during a month in which there is a valid lease and HAP contract, the owner will be eligible to retain the HAP payment for the month in which the vacancy occurs. The Housing Authority will make no further vacancy loss payment.

.6 **Under the Certificate Program:** the maximum liability of the Authority for tenant caused damages and/or rent owed is computed at twice the monthly contract rent less the security deposit collected or which could have been collected under Section 8 provisions, whichever is greater.

.7 **Under the Voucher Program:** the maximum liability of the Authority for tenant caused damages and/or rent owed is computed at one month contract rent less the security deposit collected or which could have been collected, whichever is greater.

.8 Claims not submitted within the 30 day filing period will be honored only upon presentation of a court judgment.

.9 No payments shall be made for damages if the moveout inspection was not requested.

6.4 TENANT REPAYMENTS

A participant who owes the Authority monies for past due rents or damages paid by the Authority pursuant to Section 6.3 is offered a monthly repayment plan. It is not mandatory that such a plan be executed. Failure to establish a repayment plan within sixty days of the date of the notice from the Authority will require payment of claim in full, prior to receiving certification to move. If the participant is making payments in accordance with the repayment agreement the participant may be certified to move.

A participant who owes the Authority for overpaid assistance due to their violation of participant obligations must sign a repayment agreement within 14 days from the written determination that the participant violated participant obligations or assistance may be terminated for failure to report information as required. Failure to make timely payments will be grounds for termination of assistance. Certification to move to another unit will be denied until the claim is paid in full. This applies to all participants, not just claims paid pursuant to Section 6.3

Repayment agreements are established using a minimum monthly payment of $25.00. Claims of $400.00 or less must be paid over a maximum of 12 months. Claims over $400.00 must be paid over a maximum of 24 months. This section is to be read as further limited by other restrictions on repayment agreements. Outstanding claims due from former participants must be paid in full prior to consideration for assistance upon reapplication. Applicants will not be placed on the waiting list until outstanding claims are paid in full, they will be declared ineligible. This applies to all participants and applicants.

A participant may have only one open repayment agreement with the Authority at any time. If the participant's circumstances require a repayment agreement when there is an existing repayment agreement, the participant must pay in full the balance of whichever claim is smaller, within **sixty** days. A repayment plan for the remaining claim will then be established. This applies to all participants.

7.0 INSPECTIONS

7.1 Housing Quality Standards (HQS) and the Property Maintenance Code (Revised 03/21/03)
7.2 Purpose and Frequency
7.3 Requests
7.4 Inspection Results
7.5 Damage Inspections
7.6 Quality Control

7.0 INSPECTIONS

7.1 HOUSING QUALITY STANDARDS (HQS)

Each unit in which an existing Section 8 participant family resides or intends to reside is inspected and determined to be within the minimum standards required by HUD regulations. These standards are to protect the tenant receiving assistance under the program by guaranteeing what the Authority considers a basic level of acceptable housing.

The Authority uses the HUD Handbook 7420.1 for guidance to interpret what sort of conditions are minimally acceptable for meeting Housing Quality Standards.

In addition to the Housing Quality Standards the agency intends to enforce the Property Maintenance Code for Louisville/Jefferson County Metro (included) with some exceptions as define below:

1. Section 156.006 Violations – Penalties will be accessed under the regulations as defined for this program under this plan and federal regulations.

2. Section 156.007 Notices – Notice to the owner will be as defined for this program under this plan and federal regulations.

3. Section 156.008 Section (A) only Condemnation – Any structure found unsafe shall be referred to the proper authority for the determination of condemnation.

4. Section 156.011 Means of Appeal

5. Section 156.031 Section (H) only Motor Vehicles – Shall be referred to the proper authority for enforcement.

6. Section 156.041 Light - Window location shall be enforced under the federal requirement of HQS.

7. Section Ventilation – Ventilation shall be enforced under the federal requirement of HQS, with the addition of the requirement of a 5.5square foot minimum of openable window area for any room used for sleeping.

8. Section 156.043 Section (D) (3) only Water closet Accessibility – Bathroom location shall be enforced under the federal requirement of HQS.

7.2 PURPOSE AND FREQUENCY

The purpose of all inspections is to assure that the units under lease and contract meet or exceed HQS and the Property Maintenance Code as defined in 7.1 above.

Inspections are scheduled when the Authority has received properly completed lease papers, including the Request for Lease Approval. Participant families whose leases are being extended after the initial twelve (12) months will have their unit inspected prior to the end of the initial period. Participant families who are moving to a different unit will have the proposed leased unit inspected prior to preparation of the HAP contract. All units are inspected at least annually.

Inspections will also be scheduled upon request of a participant family, a property owner or the Authority during the term of the lease when there is reason to believe that the unit does not comply with HQS.

Complaint inspections are initiated by the participant, the owner, or the public. Participant initiated inspections will be scheduled after the participant has notified the owner or agent that a problem exists in the unit (or, at least, has attempted notification of the owner).

7.3 REQUESTS

It is the goal of the Authority to process a request within five (5) working days after receipt of the request for inspection. Inspector schedules are normally set-up on a weekly basis arranged according to geographic area.

Owners and participants are notified by mail when inspections are to be conducted.

7.4 INSPECTION RESULTS

A written report is sent to all owners or agents indicating the results of the inspection. When an annual inspection is conducted and violations are found, the responsible party is given reasonable time (not to exceed thirty (30) days) to correct the deficiencies. The length of time allowed depends upon the severity of the problem. At the end of the time period allowed for repair or remedy of the deficiency, a re-inspection is automatically conducted. If, at the time of re-inspection, the responsible party has not brought the unit or property into compliance, the following will occur:

a. OWNER RESPONSIBILITY
If the Inspection Department has determined the violation to be the owner's responsibility, and the owner has failed to remedy, the HAP payment paid by the Authority will be abated. However, the HAP or Voucher contract will not be terminated.

b. PARTICIPANT RESPONSIBILITY
If the Inspection Department has determined the violation to be the Participant's responsibility and the participant has failed to remedy, the HAP payments made by the Authority to the Owner will continue. The participant will be sent the procedure for possible termination from the Section 8 program pursuant to Section 9 of the Administrative Plan.

Copies of all inspection reports are maintained in the unit file as well as the participant file.

7.6 QUALITY CONTROL

The Authority monitors the timeliness and consistency of unit inspections and reports. A minimum sample of 5% of all units allocated is reviewed on an on-going basis. Composition of the sample meets four criteria:
-units inspected by each inspector;
-units inspected for initial, annual and complaint purposes;
-units from each type of building structure inspected;
- and units which have failed inspection, as well as those which have passed.
The monitoring includes actual on-site review.

8.0 PROGRAM ABUSE, PENALTIES

8.1 Program Abuse by Applicants or Participants
8.2 Program Abuse by Owners
8.3 Employee Abuse of the Program

8.0 PROGRAM ABUSE, PENALTIES

8.1 PROGRAM ABUSE BY APPLICANTS OR PARTICIPANTS

Participants who receive rental assistance from the Authority may not abuse the program. Program abuse by applicants or participants includes but is not limited to:

.1 Misrepresenting or otherwise failing to report complete income, assets, and deductions; or
.2 Misrepresenting family composition; or
.3 Initiating and/or participating in bribes or other illegal activities.
.4 Engaging in or threatening abusive or violent behavior toward Authority personnel.
.5 Tenant damage repeated and/or excessive to unit(s).

1. Damage to unit(s) is determined by the following:
   a. Two or more claims (each in the gross amount in excess of $400) paid by the Authority or determined by Court Order within a four year period.
   b. Four year period based upon dates of moveout inspections(s) and/or Court Order(s).

   c. Claims considered in this determination are for physical damage only and do not include unpaid tenant rents. (revised March 1997).
   d. Excessive damage is any one determination by the Housing Authority or Court Order in excess of $800 (gross amount).
   e. Condition of unit as determined by inspection, indicates gross negligence and/or deliberate damage to the unit. (new March 1997)

8.2 PROGRAM ABUSE BY OWNERS

The Authority considers an owner to be abusing the certificate or voucher programs when the owner collects extra (side) payments in excess of the family's rent portion or requires the family to perform extraordinary services in lieu of payments (this is not construed to include payments for amenities not included in rent for any other unit in the building), collects assistance payments for units not occupied by Section 8 participants, collects false vacancy loss or damage claims, bribes or attempts to bribe an Authority Inspector to pass units violating HQS, fails to enforce provisions of the lease including: not collecting the tenant's portion of rent, permitting unauthorized occupants and failure to maintain utilities by either the landlord or the tenant. Program abuse extends to repeated and willful disregard of the provisions of the HAP contract.

When the Authority has sufficient evidence to determine that the owner is abusing the program, the Authority may institute any of the following actions as appropriate to the situation:

.1 Cancel the HAP contract or contracts on units under lease by a Section 8 participant, and issue new certificates to affected participants;

.2 The owner may be required to reimburse the participant any side payment collected in violation of the HAP contract.

.3 Bar the owner from participation in the Section 8 program for a period of time commensurate with the seriousness of the violations.

When the Authority has reason to believe that the owner's abuse of the program was willful or intentional, the Authority will forward to the HUD Inspector General or the FBI such information as is available, or pursue remedies under state or local law with an informational copy sent to the Inspector General.

8.3 EMPLOYEE ABUSE OF THE PROGRAM

Employee abuse includes falsifying inspection reports which results in rent payments on units not meeting HQS; accepting kick-backs from owners, managers, tenants to permit participation or to allow rents in excess of the rent comparability limitation; intentional violations or miscalculations which permits ineligible participants or excess assistance payments for an eligible participant; and failure to identify a personal relationship with an applicant, participant or property involved in the program.

When the Authority has sufficient documentation to support misconduct, the employee will be disciplined according to the Authority's policies and procedures, which may include termination of employment. Where there is reason to believe that the employee's action was intentional, the Authority must either forward relevant information to the HUD Inspector General's office or the FBI, or seek remedy through civil court, with informational copies sent to the Inspector General.

9.0 APPEALS: REVIEWS, CONCILIATORY CONFERENCES, HEARINGS

9.1 Notices
9.2 Review
9.3 Conciliatory Conferences
9.4 Hearings

9.0 APPEALS: REVIEWS, CONCILIATORY CONFERENCES, HEARINGS

Reviews, conciliatory conferences, and hearings are the administrative appeal mechanisms by which decisions potentially adverse to an applicant or participant are reviewed and finalized. The Authority designates certain employees to hold these appeals. These employees have no responsibility for nor are they subordinate to the persons who made the decisions under review. The Authority provides each applicant to whom a Certificate or Voucher is about to be issued information about reviews, conferences, and hearings, and a description of the circumstances in which the Authority will provide opportunity for a review or hearing, and the procedures for requesting them. All notices regarding adverse action are also used to advise of specific appeal rights.

9.1 NOTICES

If the Authority proposes action adverse to an applicant or participant, a notice of the proposed action is sent by first class mail to their last known address. This notice specifies the period of time that the participant has to request the appeal. If a request is not made within the specified time, the adverse action will be taken; no further notice will be provided.

The Authority mails all notices by first class mail. A claim that the applicant or participant did not receive a notice is considered valid only if the Authority receives the notice back from the Postal Service as undeliverable. It is the addressee's responsibility to provide the Postal Service with a current or changed address.

The notice contains the specific action, which the Authority proposes to take, or has taken, and advises the participant that a hearing on the action may be requested within a specified time period. The applicant or participant is advised that there will be opportunity to present written or oral objections to the decision, that they may bring a representative or their own legal counsel.

9.2 REVIEW

An applicant will be provided the opportunity to review certain decisions of the Authority. Where the applicant seeks admission to the Section 8 program, neither the statute nor the regulations create any property right to assistance under the Act. The Authority is not required to act in a way that leads to program participation. Since the applicant has no property right, the Authority is not required to provide an administrative due process hearing on Authority determinations to grant or deny participation. A determination that a family is eligible, and the listing of the family on the Request Roster or the Waiting List means only that the family can wait for assistance.

There is no guarantee that determination of eligibility or placement on any list will ever result in issuance of a Certificate or Voucher or if the Certificate or Voucher is issued, that the family will find an owner who will accept the family as a suitable tenant. An "applicant" becomes a "participant" when the Authority has executed a HAP contract with an owner on behalf of the family.

The Authority will give opportunity for a review of a decision denying an applicant admission to the Request Roster, admission to the Waiting List, issuance of a Certificate or Voucher, and participation in the program (execution of a HAP contract on the family's behalf or a determination that a family does not qualify for a Federal preference). All decisions to deny are based upon those reasons listed in 2.7.

9.3 CONCILIATORY CONFERENCES

Provided that an owner has submitted a claim per 6.3 .2 of this Administrative Plan, a participant is notified to appear at a Conciliatory Conference with the owner of the prior unit. If either party fails to appear at the conciliatory conference, the requested payment of the damage claim will not be considered. The owner may seek remedy in civil court.

The Conciliatory Conference officer will attempt to determine the extent of participant liability, and negotiate an agreement concerning payment of the damage claim. The Officer will also determine that the claim is not excessive and is within the limitations of the program. If the participant and owner are unable to agree on the validity or the amount of the claim, the Officer will render no decision, and allow the owner to seek remedy in civil court. The result of a Conciliatory Conference is not an eligible subject for the Authority's hearing process.

The amount of a damage claim to which the parties agree in a Conciliatory Conference is the final decision. The amount of the claim is assessed to the participant. The participant has the option to pay the owner directly, or request the Authority to pay. If the Authority pays, then a Repayment Agreement between the Authority and the participant is offered to the participant.

A Repayment Agreement allows the participant to make regular monthly installment payments to the Authority. Repayment agreements are not mandatory. However, a participant cannot be certified to move unless the claim is paid in full or if a repayment agreement has been signed within 60 days of notice, payments must be current.

9.4 HEARINGS

.1 The Authority will give a participant in the Section 8 Programs an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant family are in accordance with the law, HUD regulations and the Authority's rules in the following cases:

a. A determination of the amount of the Total Tenant Payment, but not including the Authority's schedule of Utility Allowances for families in the program;

b. A decision to deny or terminate assistance on behalf of the participant; (also see Eviction 4.5, .1).

c. A determination that a participant is residing in a unit with a larger number of bedrooms than appropriate under the Authority's occupancy standard and the Authority's determination to deny the participant's request for an exemption from the standards.

d. In the case of an assisted family, which wants to move to another dwelling unit with continued participation in the Authority's program, a determination of the number of bedrooms entered on the Voucher or Certificate under the standards established by the Authority.

.2 The authority is not required to provide a hearing for the participant in the following circumstances:

a. To review a discretionary administrative determination by the Authority; or to consider general policy issues or class grievance;

b. To review the Authority's determination that a unit does not comply with the Housing Quality Standards (HQS) established in Chapter 6, Section A, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the HQS (including all services, maintenance and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in the size of the participant family or a change in family composition;

c. To review a decision by the Authority to exercise any remedy against the owner under an outstanding contract, including the termination of housing assistance payments to the owner;

d. To review the Authority's decision not to approve a family's request for an extension of the term on the Voucher or Certificate issued to an assisted Family which wants to move to another dwelling unit with continued participation in the programs.

.3 At personal expense, the participant family may be represented by an attorney or other representative.

.4 The Hearing Officer regulates the conduct of hearing in accordance with Authority procedures. The participant shall be given opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Officer may restrict the presence of witnesses who appear on behalf of the participant solely for presentation of testimony. The officer shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at a hearing. A copy of the hearing decision shall be furnished promptly to the participant.

.5 The Authority is not bound by a hearing decision:

a. Concerning a matter for which the Authority is not required to provide an opportunity for a hearing as cited above, or otherwise in excess of the authority of the person conducting the hearing under the Authority's hearing procedures; or

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, state, or local law.

If the Authority determines that it is not bound by a hearing decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

SPECIAL ADDENDUM - HOMELESS FAMILIES

10.0 Introduction
10.1 Definition of Terms
10.2 Referral Process
10.3 Family Self-Sufficiency (FSS)
A. FSS Contract
B. Termination of Assistance
C. Escrow Account for FSS Participating Families
D. Waiting Period

SPECIAL ADDENDUM FOR RENTAL HOUSING ASSISTANCE FOR HOMELESS FAMILIES

10.0 INTRODUCTION

This section of the Administrative Plan addresses the intake process for the allocation(s) of housing assistance specified for homeless families other than the Demonstration Voucher Program for which there is a separate Administrative Plan.

This plan addresses only those areas, which differ from the previous sections of the Administrative Plan for Rental Assistance Programs (Existing Housing Certificates and Vouchers).

10.1 DEFINITION OF TERMS

HOMELESS FAMILY - An eligible individual or family who lacks a fixed, regular, or adequate nighttime residence and has a primary nighttime residence that is either:

-A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill).

-An institution that provides a temporary residence for individuals intended to be institutionalized.

-A public or private place not designed for, or ordinarily used as, a location, which provides regular sleeping accommodations for human beings.

HOMELESS FAMILIES PREVENTION PROJECT (HFPP) - A project of the Metro Human Needs Alliance (MHNA), a nonprofit umbrella organization of community ministries and public and private social service agencies. Members must have executed a contract with MHNA.

REFERRAL AGENCY - A shelter, transitional housing program, member of The Homeless Families Prevention Project or an agency whose mission is to primarily work with homeless families (including eligible single persons) through Case Management. The agency must be working with the family to help stabilize the family.

SHELTER - A supervised publicly or privately operated shelter designed to provide temporary living accommodations.

TRANSITIONAL HOUSING - apartments a) with kitchen and bathroom facilities for the exclusive use of the family, b) with a permitted length of stay of at least four months, c) at no cost or a sliding scale or prorated cost to the tenant family and d) where an agency provides support services to tenant families.

10.2 REFERRAL PROCESS

The referral agency will identify an eligible homeless family(ies) with whom the agency is working. The family must be cooperating with the agency by performing the identified tasks to help the family stabilize. The agency and the family will have agreed on those tasks.

The referral agency will work with the Authority to set up on appointment for the family with Authority for housing assistance.

10.3 FAMILY SELF-SUFFICIENCY (FSS PROGRAM)

The purpose of this program is to assist Section 8 and Mod Rehab participants to become as financially independent and self-sufficient as is appropriate for the participant. The program is voluntary, but the participant must adhere to their Contract of Participation once they have enrolled in the program.

A. Family Self-Sufficiency Contract of Participation ("Contract")

.1 Enrollment Obligations

.a Every participant will execute a Contract which outline the roles, rights and responsibilities of the participate and the HA.

.b The initial term of the Contract is a 5-year period, beginning on the first day of the month following the month in which the contract is signed.

.c A 2 year extension is allowable with input from Case Manager (CM), in accordance with HUD parameters

.d The Contract can be extended for yet an additional 3 years for those families participating in the HAJC's Home Ownership Program.

.2 Individual Training and Services Plan ("Plan")

.a Every participant will execute a Plan that outlines each goal, its activities, responsible parties and target dates.

.b The Plan will contain at least 4 mandatory goals.

1. Cooperate with the HA
2. Cooperate with the FSS Program Coordinator and/or the Case Manager
3. Be welfare-free at least 12 months prior to completing the program
4. Obtain and maintain suitable employment
5. Project LIFE participants who enroll in the program have an additional mandatory goal of graduating from the Project LIFE specific goals that can further enhance a positive outcome, as appropriate; this is done in conjunction with the FSS Program Coordinator and/or the Case Manager

.c The Plan will provide for the development of additional, family-specific goals that can further enhance a positive outcome, as appropriate; this is done in conjunction with the FSS Program Coordinator and/or the Case Manager

.d The Plan shall be reviewed by the participant and the Case Manager at least quarterly to ensure ongoing adherence and appropriateness; the Plan is open for revision as is appropriate to the family

.3 Release of Information

B. Escrow Account ("Account")

.1 An Escrow Account will be established upon enrollment, pursuant to HUD regulations, for FSS participating families

.2 The family will have no ownership interest or tax liability in the account until conditions for graduation are met (See Section C)

.3 The amount in the Account shall be subject to forfeiture pursuant to HUD requirements

.4 The account balance, less any debt owed to the HAJC, will be paid to Head of the FSS family, when conditions for graduation are met; use of the funds are unrestricted.

.5 An Interim Disbursement may be made to the family in accordance with HUD regulations, at the discretion of the HA.

1. A participant is required to provide verification that the Interim Disbursement was expended as

planned; if such verification is not provided in a timely manner by the participant, such action is grounds for referral for possible termination.

2. If the amount of the Interim Disbursement ultimately exceeds the true cost of the planned expenditure, the participant is required to return the amount of the overpayment to the escrow account; the participant may be referred for possible termination if the overpayment is not returned to the account in a timely manner.

C. Graduation from the program and disbursement of the escrow account plus interest.

.1 All goals in the Plan have been achieved within the time frame specified in the Contract; the participant may continue to receive the rental assistance, if eligible OR

.2 The family is being terminated from Section 8 due to being at $0 Housing Assistance Payment ($0 HAP) for 6 months; the family must have also been welfare-free for the 6 months at $0 HAP OR

.3 30% of the family's monthly adjusted income equals or exceeds the Fair Market Rent (FMR) amount for the unit size for which the family qualifies; the family must also voluntarily withdraw from Section 8 and FSS and be welfare-free

D. Termination from the program

.1 Termination occurs when the family fails to comply with the Contract and/or Plan

.2 Consequences for termination

1. Termination from the FSS program
2. Termination of the Case Management Services
3. Forfeiture of any money accrued in the Escrow Account
4. The Section 8 Rental Assistance IS NOT DISCONTINUED as a direct result of termination from the FSS Program

.3 Written policies and procedures are to be developed that outline the steps to be undertaken by the Case Manager prior to the final step of termination; a written Grievance Procedure shall likewise be developed and accompany the termination letter

1. Any grievance will be addressed by a panel consisting of a representative of the HA, DHS and the City of Louisville

.4 Termination can be initiated by the family, the Case Manager or the HA

.5 Termination from the FSS Program is automatic when the rental assistance is terminated.

E. Other provisions

.1 Any participating head of household who has withdrawn funds from any FSS escrow account must wait at least one year from the last date of withdrawal before being eligible to make application to be on the waiting list or to receive or to be in a household receiving any assisted housing administered by the Authority, unless the Authority is reimbursed for the funds withdrawn

.2 Previous termination from the Program due to failure to complete the Contract does not bar a participant from enrolling in the Program again.

.3 A participant may enroll in the program despite a debt to the HA and will not automatically be terminated from the program if a debt is incurred during the participation; however, the participant must agree to address this debt per HA policy and state same in the Plan.

11.0 OPERATING RESERVES

11.1 Required Use for Program Administration
11.2 Permitted Use for Other Housing Purposes
11.3 Unallowable Costs

(New Section - April 1991)

11.1 REQUIRED USE FOR PROGRAM ADMINISTRATION

.1 The Operating Reserve must be used to pay Section 8 administrative costs that exceed earned administrative fees for the fiscal year.

.2 The Authority must ensure that projected administrative fees and the Operating Reserve will cover all projected costs of efficient and effective program administration through remaining ACC terms.

11.2 PERMITTED USE FOR OTHER HOUSING PURPOSES

.1 Operating reserve funds may be expended for other housing purposes consistent with State and local law, provided that the amounts used for other housing purposes are not required for projected administrative expenses through remaining ACC terms.

.2 PHA Board of Commissioners Approval for Operating Reserve Expenditures.

The Authority's Board of Commissioners must approve expenditures, which may be made from the Operating Reserve.

11.3 UNALLOWABLE COSTS

The Operating Reserve may not be used for the following unallowable costs.

.1 Chief elected official expenses.

.2 Contributions and donations unless in direct connection with provision of housing or housing related services.

.3 Disallowed, ineligible, or unsupported costs. Costs that are disallowed as a result of audits are unallowable unless spent for a legitimate housing purpose consistent with State and local law and approved by the Board as required in accordance with the Administrative Plan, or unless incurred as a result of specific written instructions from HUD.

.4 Fines and penalties. Fines or penalties resulting from violations of, or failure to comply with Federal, State and local laws and regulations are unallowable except when incurred as a result of compliance with specific written instructions from HUD.

.5 Legislative expenses. Salaries and other expenses of the State legislature or similar local governmental bodies.

.6 Costs that are not for a housing purpose.

THE PROPERTY MAINTENANCE CODE OF JEFFERSON COUNTY

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BE IT ORDAINED BY THE JEFFERSON COUNTY FISCAL COURT, COMMONWEALTH OF KENTUCKY:

SECTION I: The existing Chapter 156 and the existing Chapter 96 of the Jefferson County Code of Ordinances is hereby repealed in their entirety.

SECTION II: The existing Chapter 99 of the Jefferson County Code of Ordinances shall not apply to any structure for which a petition has not been filed or instituted on or before the effective date of this Ordinance. Further, said Chapter 99 shall be deemed repealed when the last petition pending pursuant to its provisions is completed, dismissed or adjudicated.

SECTION III: The following new Chapter 156 of the Jefferson County Code of Ordinances is hereby enacte

ADMINISTRATION

§156.001 GENERAL FOR ADMINISTRATION

(A) **Title.** This Ordinance shall be known as the Property Maintenance Code of the County of Jefferson, Kentucky, hereinafter referred to as the existing structures code or "this code." This Ordinance shall also be known as the Nuisance Code of the County of Jefferson. This Ordinance is enacted pursuant to KRS 67.083(3) (a), (j) and (k).

(B) **Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties. These requirements and standards shall only be applied to the exterior of occupied nonresidential structures when such structures are located within or contiguous to a city block containing residential uses on a majority of the lots.

(C) **Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

(D) **Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional such decision shall not affect the validity of the remaining portions of this code.

§156.002 APPLICABILITY

(A) **General.** The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in §156.001(B). Where, in a specific case, different sections of this code

specify different requirements, the most restrictive shall govern.

(B) **Maintenance**. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises.

(C) **Application of other codes**. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the codes and regulations listed in the Appendix. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *Jefferson County Development Code*.

(D) **Existing remedies**. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure, which is dangerous, unsafe and unsanitary.

(E) **Workmanship**. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.

(F) **Historic buildings**. The provisions of this code shall not be mandatory for existing buildings or structures designated by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

(G) **Referenced codes and standards**. The codes and standards referenced in this code shall be those that are listed in the Appendix and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

(H) **Requirements not covered by code**. Requirements necessary for the strength. stability or proper operation of an existing fixture, structure or equipment. or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

(I) **Existing Buildings**. A building, facility, or portion thereof, which was constructed and approved prior to the effective date of this code and its administrative regulations, shall be maintained as previously permitted. A change to the construction of the building in excess of that required by the codes at the time of construction shall not be required if the building is used and maintained as originally approved.

§156.003 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

(A) **General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.

(B) **Appointment.** The code official shall be appointed by the chief appointing authority of the jurisdiction; and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.

(C) **Deputies**. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.

(D) **Restriction of Employees**. An official or employee connected with the enforcement of this code, except one whose only connection is that of a member of the board of appeals established under the provisions of 156.011, shall not be engaged in, or directly or indirectly connected with, the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building, or the preparation of construction documents thereof, unless that person is the owner of the building; nor shall such officer or employee engage in any work that conflicts with official duties or with the interests of the department.

(E) **Liability**. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or

permitted in the discharge of official duties.

(1) Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of property maintenance inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

§156.004 DUTIES AND POWERS OF THE CODE OFFICIAL

(A) **General.** The code official shall enforce the provisions of this code.

(B) **Rule-making authority**. The code official shall have authority as necessary in the interest of public health, safety and general welfare; to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety.

(C) **Inspections**. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

(D) **Right of entry**. The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

(E) **Identification**. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

(F) **Notices and orders**. The code official shall issue all necessary notices or orders to ensure compliance with this code.

(G) **Department records**. An official record shall be kept of all business and activities of the department specified in the provisions of this code, and all such records shall be open to public inspection in accordance with the Kentucky Open Records Act, and under reasonable regulations established by the code official to maintain the integrity and security of such records.

(1) Requests for inspection of public documents shall be made in writing to the Code Official or Code Official's Authorized Representative, or his designated representative, who shall authorize or deny inspection of the public documents pursuant to the Kentucky Open Records Act and the following policies:

(a) Inspection of public documents shall only be made in the presence of authorized personnel.

(b) Public documents made available for inspection shall not include any documentation or notations revealing the name or identity of complainant(s), if any. Public documents containing information the release of which might constitute an unwarranted invasion of personal privacy shall be referred to the Jefferson County Attorney's Office, prior to determination on the release of such public documents.

(c) Under normal circumstances, access to public records shall be provided within three days (excepting Saturdays, Sundays and legal holidays) after receipt of request for such access; or, in the event of a determination that the public document is, pursuant to the provisions of KRS 61.878(1) subject to inspection only upon order of the court, notification of such determination shall be made within three days (excepting Saturdays, Sundays and legal holidays). Notification shall be made in the manner provided for by KRS 61.880.

(d) Public documents concerning cases pending legal actions shall not be made available for inspection, except as authorized by the Code Official or Code Official's Authorized Representative, or his designated representative.

(e) In the case of completed legal actions, public documents shall be furnished routinely except that names of complainants and expressions of opinions and preliminary memoranda of departmental personnel shall be withheld from public disclosure, as authorized by KRS 61.878(1).

(f) Blanket requests for information on particular subjects without specifying certain public documents shall not be honored. No list of information gathered from public documents shall be provided unless such lists are already in existence and not otherwise confidential by law.

(g) A reasonable charge, made payable to Jefferson County, shall be assessed for copies of public documents

(B) **Coordination of inspections**. Whenever in the enforcement of this code or another code or ordinance, the responsibility of more than one code official of the jurisdiction is involved, it shall be the duty of the code officials involved to coordinate their inspections and administrative orders as fully as practicable so that the owners and occupants of the structure shall not be subjected to visits by numerous inspectors or multiple or conflicting orders. Whenever an inspector from any agency or department observes an apparent or actual violation of some provision of some law, ordinance or code not within the inspector's authority to enforce, the inspector shall report the findings to the code official having jurisdiction.

§156.005 APPROVAL

(A) **Modifications**. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

(B) **Alternative materials, methods and equipment**. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended. at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

(C) **Required testing**. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

(D) **Test methods**. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall approve the testing procedures.

(1) All tests shall be performed by an approved agency.

(2) Reports of tests shall be retained by the code official for the period required for retention of public records.

(E) **Material and equipment reuse**. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition.

§156.006 VIOLATIONS

(A) **Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, remove, demolish, use or occupy any structure or equipment regulated by this code, or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this code or be in conflict with or in violation of any of the provisions of this code.

(B) **Notice of violation.** The code official shall serve a notice of violation or order in accordance with §156.007

(C) **Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with §156.007, as determined by a site reinspection performed by the code official or his designee, shall be deemed guilty of a violation, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official may institute an appropriate action or proceeding at law to exact the penalty provided in §156.006(D); may proceed in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto; or, may institute criminal proceedings.

(D) **Violation penalties.** Penalties for noncompliance with orders and notices shall be as set forth herein.

Civil Penalties.

(1) Any person, firm or corporation who shall violate §156.036(A)(2) shall be subject to a civil penalty of not less than $100.00 nor more than $500.00 for the first offense; and not less than $500.00 nor more than $5,000.00 for any subsequent offense. Each day that a violation continues after notice has been served shall be deemed a separate offense.

(2) Any person, firm or corporation who shall violate §156.036(A)(2)(a) shall be subject to a civil penalty of not less than $250.00 nor more than $500.00. Each day that a violation continues after notice has been served shall be deemed a separate offense.

(3) Any person, firm or corporation who shall violate §156.036(A)(2)(b) shall be subject to a civil penalty of not less than $250.00 nor more than $500.00. Each day that a violation continues after notice has been served shall be deemed a separate offense.

(4) Any person, firm or corporation, who shall violate any other provision of this code shall be subject to a civil penalty of not less than $100.00 nor more than $1,000.00. Each day that a violation continues after notice has been served shall be deemed a separate offense.

(5) Jefferson County shall possess a lien on property for all fines, penalties, charges and fees imposed pursuant to this code. The lien shall be superior to and have priority over all other
subsequent liens on the property except state, County, school Board and Jefferson County taxes.

Criminal Penalties.

(6) Any person, firm or corporation who violates §156.036 or any other provision of this code shall upon conviction thereof be subject to a fine of not more than $250 if committed by a person, not more than $500 if committed by a corporation, or imprisonment for a term not to exceed 50 days, or both. Each day that a violation continues after notice has been served shall be deemed a separate offense.

Other Remedies.

(7) In case any violation notice or order is not promptly complied with, the code official may also direct that the violation be corrected, including but not limited to: cutting and removal of any or all weeds, grasses or other vegetation hereinafter prohibited; the securing of any vacant residential or nonresidential structure or dwelling unit open to unauthorized entry; the removal and confiscation of any refrigerator, ice-box, ice-chest, or other similar device or appliance determined to be a public nuisance; the

removal of prohibited accumulations of rubbish, trash, garbage or waste materials; or the confiscation and/or destruction of any defective, illegal or unapproved equipment; or the abatement of any public nuisance.

(8) The amount of the costs of any repairs, cutting or removal of any or all weeds, grasses or other vegetation hereinafter prohibited, or the securing of any vacant residential or nonresidential structure or dwelling unit open to unauthorized entry, or the removal and confiscation of any refrigerator, ice-box, ice-chest, or other similar device or appliance determined to be a public nuisance, or the abatement of any public nuisance defined in this code, or the removal of prohibited accumulations of rubbish, trash, garbage or waste materials, or the confiscation and/or destruction of any defective, illegal or unapproved equipment, carried out by Jefferson County pursuant to this section, including all costs for labor, materials, travel and filing, and administrative costs of 15 percent of the above, shall be charged against the owner of the real estate upon which the premises is located. Upon failure of the owner to effect payment of such costs, a lien to bear interest at the rate of 18 percent per annum, from the date of such lien until paid, shall be placed by Jefferson County against the real estate upon which the premises is located. In addition to the aforesaid remedy or any other remedy authorized by law, pursuant to KRS 381.770(6), the owner of the property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges and Jefferson County may bring a civil action against the owner and shall have the same remedies as provided for the recovery of a debt owed.

(9) If subsequent violations are observed within one year of correction by Jefferson County, such violations may be immediately corrected by Jefferson County in the manner prescribed above, without further notice or hearing, provided the ownership of such property has not changed within the one year period.

(10) The amount of the costs of any subsequent repairs, cutting or removal of any or all weeds, grasses or other prohibited vegetation, or the prohibited accumulations of trash, garbage or waste materials, or the removal and confiscation of any refrigerators, ice-boxes, or ice-chests, or other similar device or appliance determined to be a public nuisance, or any securing of any vacant residential or nonresidential structure or dwelling unit open to unauthorized entry, carried out by Jefferson County pursuant to this section, including all costs for labor, materials, travel and filing, and administrative costs of 15 percent of the above, shall be charged against the owner of the real estate upon which the premises is located. Upon failure of the owner to effect payment of such costs, a lien to bear interest at the rate of 18 percent per annum, from the date of such lien until paid, shall be placed by the Jefferson County against the real estate upon which the premises is located. In addition to the aforesaid remedy or any other remedy authorized by law, pursuant to KRS 381.770(6), the owner of the property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges and Jefferson County may bring a civil action against the owner and shall have the same remedies as provided for the recovery of a debt owed.

(E) **Abatement of violation**. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct of business or utilization of the building, structure or premises.

§156.007 NOTICES AND ORDERS

(A) **Notice to owner or to person or persons responsible.** Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice

shall be given to the owner or the person or persons responsible therefore in the manner prescribed in (B) and (C) hereof. Notices for condemnation procedures shall also comply with subsections (B) and (C) hereof.

(B) **Form.** Such notice prescribed in subsection (A) hereof shall be in accordance with all of the following:

(1) Be in writing.
(2) Include a description of the real estate sufficient for identification.
(3) Include a statement of the violation or violations and why the notice is being issued.
(4) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
(5) Inform the property owner of the right to appeal.
(6) Include a statement that a determination of violation shall be final unless appealed in accordance with this code; and
(7) Include a statement of penalties provided for the violation(s).

(C) **Service.** Such notice prescribed in subsection (A) hereof shall be properly served on the owner or his agent or the occupant when responsible for the violation as the case may require. When occupant is served, the owner will be notified. A notice is properly served if it is served on him personally, or if a copy is sent certified or first-class to him to his last known address as recorded by the Jefferson County Property Valuation Administration, or if service is perfected in any other manner authorized under the laws of this Commonwealth. However, if the whereabouts of such person is unknown and cannot be ascertained by the Code Official or Code Official's authorized representative in the exercise of reasonable diligence, notice is properly served if copies of the notice are posted in a conspicuous place on the premises affected.

(D) **Violation penalties.** Penalties for noncompliance with orders and notices shall be as set forth in §156.006(D).

(E) **Transfer of ownership.** It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee. acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. In lieu of the above, the owner/seller, prior to sale, transfer, mortgage, contract for deed or other disposal of the affected property, may post a bond with Jefferson County government for an amount of 150% of the costs to abate all known violations. (The "costs of repair' shall be agreed upon by the code official and the owner/seller, prior to the posting of the bond.) Upon abatement of all violations, the bond will be released.

(F) **Identification of responsible local agent.** Unless there is an on-site management office or a notice posted in conspicuous places on site (available to all tenants) providing the name and telephone number of a 24 hours/7days a week maintenance and emergency repair service company, the owner must supply the lessee in writing the name, address, and phone number of an individual that is responsible for the maintenance of the property in accordance with the code. The owner must keep the lessee informed of any change of this information to insure it is always current.

§156.008 UNSAFE STRUCTURES AND EQUIPMENT

(A) **Condemnation** When a structure or part thereof is found by the code official to be unsafe, or when a structure or part thereof is found unfit for human occupancy or use, or is found unlawful, it shall be condemned pursuant to the provisions of this code and shall be placarded and vacated. If condition only involves one dwelling unit in structure, only that unit will be affected. It shall not be reoccupied without approval of the code official. Unsafe equipment which is

determined by the code official to be repairable shall be placarded and immediately placed out of service. Illegal, unapproved or defective equipment which is determined by the code official to be irreparable, shall be immediately confiscated and/or destroyed.

(1) *Unsafe structure.* An unsafe premises is one in which all or part thereof is found to be dangerous to life, health, property, or the safety of the public or its occupants by not providing minimum safeguards for protection from fire or because it contains unsafe equipment or it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible, or because of the existence of a public nuisance, as defined herein.

(2) *Unsafe equipment.* Unsafe equipment includes any boiler, heating equipment, cooking equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in disrepair or condition that is a hazard to life, health, property or safety of the public or occupants of the premises or structure, or is not approved for use by the code official.

(3) *Structure unfit for human occupancy.* A structure is unfit for human occupancy or use whenever the code official finds that it is unsafe, unlawful, or because of the degree in which it lacks maintenance or is in disrepair, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because its location constitutes a hazard to its occupants or to the public.

(4) *Unlawful structure.* An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

(B) **Closing of vacant structures.** If the structure or part thereof is vacant and open to unauthorized entry, the code official shall post a notice on the premises and order the structure closed up so that it will not be a public nuisance. If condition only involves one dwelling unit in a structure, only that unit will be affected. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause it to be closed through any available public agency or by contract or arrangement by private persons. Such closure shall be affected by covering or securing each door, window or other opening in accordance with standards set by the code official.

(1) On a recommendation in writing from the appropriate Fire Districts, Jefferson County Police Department or Health Department that an emergency exists, the code official may board a structure without prior notice to the owner. An "emergency" exists for purposes herein when the boarding of the structure is necessary to protect and preserve the health, safety, or property of the owner, tenants, or the public. In addition, the code official, on his own motion may Board a structure without prior notice to the owner when the structure has been ordered vacated pursuant to this chapter to protect and preserve the health, safety or property of the owner, tenants, or the public, or after service of a warrant executed pursuant to this chapter. The code official shall provide written notice to the owner and tenants of the structure of the execution of an order to board as soon as possible.

(2) The code official may cause the utility service to be discontinued from a structure after it has been unoccupied for a period of six months and does not meet the vacant building maintenance standards and is not in the process of being rehabilitated as indicated by a valid building permit.

(3) The amount of the costs of any closure carried out by Jefferson County pursuant to this section, including all costs for labor, materials, travel and filing, and administrative costs of 15 percent of the above, shall be charged against the owner of the real estate upon which the structure is located. Upon failure of the owner to effect payment of the costs of any closure, a lien to bear interest at the rate of 18 percent per annum, from the date of

such lien until paid, shall be placed by Jefferson County against the real estate upon which the structure is located. In addition to the aforesaid remedy or any other remedy authorized by law, pursuant to KRS 381.770(6), the owner of the property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges and Jefferson County may bring a civil action against the owner and shall have the same remedies as provided for the recovery of a debt owed.

(C) **Notice**. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with §156.007. If the notice pertains to equipment, it shall also be placed on the condemned equipment The notice shall be in the form prescribed in §156.007.

(D) **Placarding**. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

(E) **Placard Removal**. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

(F) **Prohibited use**. Any person who shall occupy a placarded premises or structure or part thereof, or shall use placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises shall be liable for the penalties provided by this code.

§156.009 EMERGENCY MEASURES

(A) **Imminent danger.** When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment or service, the code official may, without notice or hearing, order that such action be taken, including, but not limited to: repair of or immediate evacuation of any effected dwelling or dwelling unit; repair, replacement or immediate confiscation and/or destruction of any defective, illegal or unapproved equipment, as may be reasonably necessary to meet the emergency; confiscation of any refrigerator, ice-box, ice-chest or other similar device or appliance determined to be a public nuisance; demolition or partial demolition of any structure that is in imminent danger of failure, collapse, endangering life or is unable to be secured in accordance to §156.008.

(1) Notwithstanding any other provision of this chapter, such an order shall be effective immediately. If the owner fails to correct the emergency, and fails to immediately comply with the order, the code official may, without further notice to the owner, cause the emergency to be corrected by repair, replacement, or removal, confiscation, immediate evacuation, discontinuance of utilities, or demolition.

(2) After the repairs are made, or the removal of the defective, illegal or unapproved equipment has been effected, or the confiscation of the refrigerator, ice-box, ice-chest, or other similar device or appliance determined to be a public nuisance has been effected, the owner shall be afforded a hearing thereon, if requested, as soon as possible.

(3) The amount of the costs of any repairs, replacement, or removal, confiscation, immediate evacuation, discontinuance of utilities, or demolition carried out by Jefferson County pursuant to this section, including all costs for labor, materials, travel and filing, and administrative costs of 15 percent of the above, shall be charged against the owner of the real estate upon which the premises is located.

(4) Upon failure of the owner to effect payment of such costs, a lien to bear interest at the rate of 18 percent per annum, from the date of such lien until paid, shall be placed by Jefferson County against the real estate upon which the structure is located. In addition to the aforesaid remedy or any other remedy authorized by law, pursuant to KRS 381.770(6), the owner of the property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges and Jefferson County may bring a civil action against the owner and shall have the same remedies as provided for the recovery of a debt owed.

(5) Any person to whom such order is directed shall comply therewith. Such person shall thereafter, upon petition directed to the Code Official or Code Official's Authorized Representative, or his designee, be afforded a hearing as prescribed in this code.

§156.010 DEMOLITION

(A) **General.** The code official shall order the owner of premises upon which is located any structure or part thereof, which in the code official's judgment is not maintained in accordance with this code and that it would be unreasonable to repair, to raze and remove such structure or part thereof; or, at the owner's option, if said structure can be made safe by repairs, to repair and make safe and sanitary or to raze and remove; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure or part thereof.

(B) **Unreasonable repairs.** Whenever the code official determines that the cost of such repairs would exceed 100 percent of the current assessed value of such structure, such repairs shall be presumed unreasonable and it shall be presumed for the purpose of this section that such structure is a public nuisance which shall be ordered razed (or at the owner's option, repaired to Vacant Building Maintenance Standards.)

(C) **Order.** The order shall specify necessary repairs, if any, and a time in which the owner shall comply therewith. It shall be served on the owner of record or an agent who is in charge of the building and upon the holder of any encumbrance of record in accordance to §156.007. If the owner or a holder of an encumbrance of record cannot be found, the order shall be served by posting it on the main entrance of the building and by publishing it at least once in a newspaper authorized to provide service by publication.

(D) **Restraining actions**. Anyone affected by such order may, after service of such order apply to Jefferson County Circuit Court for an order restraining the code official from razing such structure or parts thereof. The court shall determine whether the order of the code official is reasonable, and if found reasonable, the court shall dissolve the restraining order, and if found not reasonable, the court shall continue the restraining order or modify it as the circumstances may require.

(E) **Failure to comply.** Whenever the owner of a property fails to comply with a demolition order within the time prescribed, the code official shall cause the structure or part thereof to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the owner of the real estate upon which the structure is located. Upon failure of the owner to effect payment of such costs, a lien to bear interest at the rate of 18 percent per annum, from the date of such lien until paid, shall be placed by Jefferson County against the real estate upon which the razed or removed structure was located. In addition to the aforesaid remedy or any other remedy authorized by law, pursuant to KRS 381.770(6), the owner shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges and the city may bring a civil action against the owner and shall have the same remedies as provided for the recovery of a debt owed.

§156.011 MEANS OF APPEAL

(A) **Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

(1) *Failure to appeal.* The notice of violation shall represent a determination that the violation has been committed, and that determination shall be final unless an appeal is taken.

(B) **Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of Jefferson County. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The initial board shall be appointed by the chief appointing authority until June 30, 2003. Subsequent appointments shall serve staggered and overlapping terms of three years. If the initial board is not replaced by June 30,2002, they can continue until replaced.

(C) **Alternate members.** The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

(D) **Chairman.** The board shall annually select one of its members to serve as chairman.

(E) **Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

(F) **Secretary.** The code official shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the code official.

(G) **Compensation of members.** Compensation of members shall be determined by law.

(H) **Notice of meeting.** The board shall meet upon notice from the chairman, within a reasonable period of time of an appeal, or at stated periodic meetings.

(I) **Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

(J) **Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

(K) **Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

(L) **Board decision.** The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

(1) *Records and copies.* The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

(2) *Administration.* The code official shall take immediate action in accordance with the decision of the board.

(M) **Court Review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for to appeal any errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision.

(N) **Stays of enforcement.** Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

DEFINITIONS

§156.020 GENERAL FOR DEFINITIONS

(A) **Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

(B) **Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

(C) **Terms defined in other codes.** Where terms are not defined in this code and are defined in the

International Building Code, International Fire Code, International Zoning Code, International Plumbing Code, International Mechanical Code, ASME A17.1 or the ICC Electrical Code, such terms shall have the meanings ascribed to them as in those codes.

(D) **Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

(E) **Parts.** Whenever the words "dwelling unit; " "dwelling," "premises," "building," "rooming house," "rooming unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

(F) **Definitions.**

(1) *APPROVED.* Approved by the code official.

(2) *BASEMENT.* That portion of a building, which is partly or completely below grade.

(3) *BATHROOM.* A room containing plumbing fixtures including a bathtub or shower.

(4) *BEDROOM.* Any room or space used or intended to be used for sleeping purposes.

(5) *CITY BLOCK.:* An area of land bounded on all sides by streets as that term is defined, Language and Definitions, of the Development Code for all of Jefferson County, but excluding alleys as that term is defined, Language and Definitions, of the Development Code for all of Jefferson County.

(6) *CODE OFFICIAL/DIRECTOR.* The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

(7) *CONDEMN.* To adjudge unfit for occupancy.

(8) *DWELLING UNIT.* A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

(9) *EXTERIOR PROPERTY.* The open space on the premises and on adjoining property under the control of owners or operators of such premises.

(10) *EXTERMINATION.* The control and elimination of insects. rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serves as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

(11) *GARBAGE.* The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(12) *GUARD.* A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

(13) *HABITABLE SPACE.* Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

(14) *IMMINENT DANGER.* A condition, which could cause serious or life-threatening injury or death at any time.

(15) *INFESTATION.* The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

(16) *LABELED.* Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

(17) *LET FOR OCCUPANCY OR LET.* To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

(18) OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

(19) *OCCUPANT.* Any individual living or sleeping in a building, or having possession of a space within a building.

(20) *OPENABLE AREA.* That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

(21) *OPERATOR.* Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

(22) *OWNER.* Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

(23) *PERSON.* An individual, corporation, partnership or any other group acting as a unit.

(24) *PREMISES.* A lot, plot or parcel of land including any structures thereon.

(25) PUBLIC NUISANCE. Includes the following:

(a) Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures, as well as the keeping, placing or storage of any refrigerator, ice-box, ice-chest or other similar device or appliance, accessible to children on the exterior premises or in any common hallway, public area or premises; or

(b) Any premises which has unsanitary sewerage, plumbing facilities, or storm drainage; or

(c) Any premises designated as unsafe for human habitation or use; or

(d) Any premises which is manifestly capable of being a fire hazard, or are manifestly unsafe or unsecured as to endanger life, limb or property; or

(e) Any premises from which the plumbing, heating and/or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided except in times of repair or renovation by management; or

(f) Any premises which is unsanitary, or which is littered with rubbish or garbage, or

which has an uncontrolled growth of weeds or contains vehicles in violation of section

156.031(h); or

(g) Any tree which is in danger of collapse or which poses a danger of contamination because of disease, decay, injury, infestation, or damage;

(h) Any structure or building that is in a state of dilapidation, deterioration or decay; faulty

construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent as not to provide shelter and/or in danger of collapse or failure and dangerous to anyone on or near the premises.

(26) *ROOMING HOUSE.* A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

(27) *ROOMING UNIT.* Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

(28) *RUBBISH.* Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other

combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

(29) *STRICT LIABILITY OFFENSE.* An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act, which was prohibited, or failed to do an act, which the defendant was legally required to do.

(30) *STRUCTURE.* That which is built or constructed or a portion thereof.

(31) *TENANT.* A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

(32) *TOILET ROOM.* A room containing a water closet or urinal but not a bathtub or shower.

(33) *VACANT.* A structure, which is not legally occupied, or legally in use.

(34) *VENTILATION.* The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

(35) *WORKMANLIKE.* Executed in a skilled manner; e.g., generally plumb, level, square, in-line, undamaged and without marring adjacent work.

(36) *YARD.* An open space on the same lot with a structure.

GENERAL REQUIREMENTS

§156.030 GENERAL FOR GENERAL REQUIREMENTS

(A) **Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

(B) **Responsibility.** The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit or premises, which they occupy and control.

(C) **Vacant structures and land.** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

§156.031 EXTERIOR PROPERTY AREAS

(A) **Sanitation.** All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property, which such occupant occupies, or controls in a clean and sanitary condition.

(B) **Grading and drainage.** All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Water retention areas and/or reservoirs approved by the Code Official are exempted.

(C) **Sidewalks and driveways.** All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

(D) **Weeds.** All premises shall be maintained free from weeds or plant growth in excess of ten inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation other than trees or shrubs provided, however, this term shall not include cultivated flowers and gardens. Any plant growth exceeding 10 inches in height on land of more than 3 acres and less than 5 acres that abuts residential property, other than crops, trees, bushes, flowers or other ornamental plants, shall be at least 50 feet (50') from the property line abutting the developed neighborhood.

(E) **Rodent harborage.** All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation. Information to alleviate and prevent the infestation

of insects, mosquitoes, flies, rats and other vermin may be obtained from the Louisville and Jefferson County Health Department.

(F) **Exhaust vents**. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

(G) **Accessory structures**. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(1) *Gates.* Gates which are required to be self-closing and self-latching in accordance with the *International Building Code* shall be maintained such that the gate will positively close and latch when released from a still position of 6 inches (152 mm) from the gatepost.

(2) *Swimming pools.* Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

(H) **Motor vehicles**. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(1) *Additional Remedy.* In addition to the penalties provided in Section 156.006 (D), the Code Official may issue written notice and order to the registered owner of the motor vehicle parked or stored in violation of this section or to the owner or person in possession of private property upon which the motor vehicle is illegally parked or stored, requiring that the motor vehicle be removed from the county, stored inside a fully-enclosed structure or similarly-enclosed area designed and approved for such purposes, or that the violation be otherwise removed and abated within seven days.

This notice may be served on the appropriate party either personally, by first-class certified or registered mail or by affixing said notice to the motor vehicle parked or stored in violation of this section.

(2) *Removal by County.* In the event that any person fails to comply with an order issued pursuant to this section, the Code Official may have the vehicle parked or stored in violation of this section, removed and disposed of and may impose on the person violating the order a reasonable charge to cover the direct and indirect costs, if any, for the removal and disposition of the motor vehicle or major parts thereof.

(3) *Hearing.* Any person aggrieved by an order issued pursuant to this section may request a hearing.

(4) *Removal by Agreement.* The Code Official may, on the proper execution of a waiver and authorization agreement in a form approved by the Jefferson County Attorney and subject to the available resources therefore, remove and dispose of any motor vehicle left on any public or private property within the city under circumstances indicating an abandonment, desertion, relinquishment or a divestment of the motor vehicle, at no cost to the person involved.

(J) **Defacement of property**. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

§156.032 EXTERIOR STRUCTURE

(A) **General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(B) **Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(1) *Lead-based paint.* The owner must comply with federal and state statutes and standards and local statutes and standards for the abatement of existing lead base paint and the application of lead base paint.

(C) **Premises identification.** Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). All existing premises properly identified in accordance to the identification standards in effect at the passage of this code shall be allowed to keep such identification until they are replaced and then shall comply with this section.

(D) **Structural members.** All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

(E) **Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

(F) **Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

(G) **Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit water/moisture. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

(H) **Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(1) *Signs, marquees, and awnings.* All canopies, marquees, signs, metal awnings, stairways, fire escapes, exhaust ducts and similar overhang extensions of residential structures and vacant structures shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective equipment.

(I) **Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(J) **Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

(K) **Chimneys and towers.** All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather- coating materials, such as paint or similar surface treatment

(L) **Handrails and guards.** Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
Every exterior flight of stairs having more than four risers, and every open portion of a stair, landing or balcony, which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762mm) no more than 42 inches(1067mm) high, measured vertically above the nosing of the tread or above the finished floor of the landing , walking surfaces or grade. Guards shall not be less than 30 inches (762mm) high above the floor of the landing ,balcony or grade.

(M) **Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

(1) *Glazing.* All glazing materials shall be maintained free from cracks and holes.

(2) *Openable windows.* Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

(N) **Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with §156.071.

(1) Double cylinder dead bolts requiring a key operation on both sides are prohibited on required means of egress. Key operation is permitted from a dwelling unit provided the key cannot be removed when the door is locked from the side from which egress is to be made.

(O) **Basement hatchways**. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. This section does not apply to basement apartments as long as they are in full compliance with all other sections of this code.

(P) **Guards for basement windows**. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents. This section does not apply to basement apartments as long as they are in full compliance with all other sections of this code.

§156.033 INTERIOR STRUCTURE

(A) **General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure, which they occupy or control, in a clean and sanitary condition. Every owner of a structure containing a rooming house, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

(B) **Structural members**. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

(C) **Interior surfaces**. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected

(1) *Lead-based paint.* The owner must comply with federal and state statutes and standards and local statutes and standards for the abatement of existing lead base paint and the application of lead base paint.

(2) *Bathroom and kitchen floors and walls.* Every toilet room, bathroom and kitchen floor surface shall be constructed and maintained so as to permit such floor to be kept in a clean and sanitary condition. Every toilet, bathroom and kitchen floor surface shall be composed of approved water-resistant materials and shall be substantially impervious to water damage; however, carpet will be allowed as a floor covering in these areas if areas were originally designed and approved for this type of floor covering and this floor covering has been used and maintained as to not cause a health or safety problem for the users of these areas. The walls of every bathroom, to a height of 48 inches if there is a tub and 72 inches if there is a shower, shall be constructed of water-repellant material in that area adjacent to the tub or shower, to prevent structural deterioration and any development of unsanitary conditions.

(3) *Free from dampness* . In every building, basements and crawl spaces shall be maintained to prevent conditions conducive to decay or deterioration of the structure.

(D) **Stairs and walking surfaces**. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

(E) **Handrails and guards**. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
Every interior flight of stairs having more than four risers, and every open portion of a stair, landing or balcony, which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762mm) no more than 42 inches(1067mm) high, measured vertically above the nosing of the tread or above the finished floor of the landing , walking surfaces or grade. Guards shall not be less than 30 inches (762mm) high above the floor of the landing, balcony or grade.

(F) **Interior doors**. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

§156.034 RUBBISH AND GARBAGE

(A) **Accumulation of rubbish or garbage.** All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

(B) **Disposal of rubbish.** Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

(C) **Rubbish storage facilities.** The owner of every occupied premise shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

(D) **Disposal of garbage.** Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

(E) ***Rubbish Containers and Garbage facilities.***

(1) *Multifamily Properties Containing Nine or More Units.* It shall be the duty of every owner of such property to provide bulk containers of sufficient volume for the frequency of collection and storage of garbage and household solid waste.

(2) *Multifamily Properties Containing Eight or Fewer Units.* It shall be the duty of every owner of such property to provide a sufficient number of trash containers to meet the demand of each unit of a durable grade of galvanized metal or plastic from 20 to 40 gallons capacity for the collection and storage of garbage and household solid waste. The waste container shall be provided with two lifting handles on opposite sides and a tightly fitting cover with a lifting handle. The tenant shall be responsible for maintaining the trash container(s) supplied by the owner during their tenancy. The tenant shall also be responsible for placing their trash container(s) at the designated place and time for trash pick up. Refuse bags, provided by the occupants, made of paper or plastic used for collection must be placed inside waste containers for collection. Multi-family property owners of eight or fewer units who receive three citations in a six month period shall be required to provide a bulk container of sufficient volume for the frequency of collection and storage.

(3) *Single-family Properties.* It shall be the duty of every single family property owner to provide a minimum of one trash container of a durable grade of galvanized metal or plastic from 20 to 40 gallons capacity for the collection and storage of garbage and household solid waste. The waste container shall be provided with two lifting handles on opposite sides and a tightly fitting cover with a lifting handle. Refuse bags made of paper or plastic used for collection must be placed inside waste containers for collection.

(4) *Closed Containers Required.* No household waste shall be placed out of doors awaiting pick-up in any container except in a closed container or facility with a tight fitting lid; and all waste containers and bulk containers shall be kept in a clean and sanitary condition.

§156.035 EXTERMINATION

(A) **Infestation.** Every reasonable precaution available should be taken to keep all structures from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(B) **Owner.** The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

(C) **Single occupant.** The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

(D) **Multiple occupancy.** The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

(E) **Occupant.** The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure except where the infestations are caused by defects in the structure, and then, the owner shall be responsible for extermination.

§156.036 PUBLIC NUISANCE

(A) **Criminal activity as a public nuisance.**

(1) *Definitions.* For the purposes of this section, public nuisance shall mean: Any premises or place where law enforcement officers have, on more than one occasion in the preceding 12-month period, criminally cited or arrested persons or executed court issued search warrants for violations of the law governing prostitution, controlled substances, alcohol or gambling.

(2) *Unlawful Use of Property.* No owner of residential, commercial or vacant property located in Jefferson County shall allow his/her property to be used as the site for any public nuisance after having received notice pursuant to this Code that the property has been used for the commission of a public nuisance. A legal or equitable owner of such property is deemed to have knowledge of such activity upon receipt of the notice as set forth in this Code.

(a) No person or owner shall destroy, remove or deface any Order or Notice posted by the Code Official.

(b) No person or owner shall disobey any Order issued by the Code Official, or use or occupy or permit any other person to use or occupy any premises ordered closed by the Code Official.

(3) *Duty of Division of Police.* The Jefferson County Police Department shall as soon as possible but not less than every 30 days after criminally citing or arresting persons or executing court issued search warrants for violations of the law governing prostitution, controlled substances, alcohol or gambling notify the Code Official in writing of the specific violation investigated, the address of the property on or in which the violations occurred, and the circumstances of the violation.

(4) *Notice.* Whenever the Code Official receives information that a public nuisance exists in or upon residential, commercial or vacant property, he shall notify the owner that the property is a public nuisance and that the public nuisance must be abated. Such notice shall be provided as set forth in this Code. Provided, however, that when notice is mailed, it shall be mailed by certified mail, return receipt requested.

(5) *Abatement.* Should the public nuisance not be abated at the time stated in the notice, or any extension granted by the hearing officer(s), the Code Official shall be authorized at any time thereafter to issue an Order closing and vacating the premises to the extent necessary to abate the public nuisance. Such closing and vacating shall be for such period as the Code Official reasonably may direct, but in no event shall the closing and vacating be for a period of more than one year from the date of the closing. A closing and vacating ordered by the Code Official pursuant to this subchapter is not an act of possession, ownership or control by the Jefferson County. A close and vacate order of the Code Official will be rescinded within 14 days of an abatement unless such premises is the site of repeated close and vacate orders.

(a) If the premises consist of multi-unit dwellings or mixed uses and the public nuisance has occurred solely within a unit or units, the authority to close and vacate is restricted to the unit or units in which the public nuisance has occurred, and does not extend to any other unit in the premises.

(b) Upon the issuance of any Order provided for in this Section, a copy of the Order shall be served on the owner of the property in the same manner as the Notice provided for in this Code, and a copy shall be conspicuously posted on the property.

(c) If any person or owner fails to comply with an Order to close and vacate issued pursuant to this subsection, the Code Official may:

(1) Discontinue the furnishing of utility service by Jefferson County to the premises at which the nuisance exists;

(2) Prohibit the furnishing of utility service, to include but not limited to gas, electric, water, and heating oil, to the premises by any public utility holding a franchise to use the streets and public ways of Jefferson County;

(3) Revoke the certificate of occupancy of the premises; or

(4) Use any other legal remedy available under the laws of the state.

(d) Pursuant to the provisions KRS 381.770, Jefferson County shall possess a lien against the property for all fines, penalties, charges and fees imposed and for the reasonable value of labor and materials used to abate the public nuisance. Said lien shall be superior to and have priority over all other liens on the property except state, County, school Board and city taxes, and may be enforced by judicial proceeding.

(6) *Eviction as a Defense.*

(a) It shall be a defense to a violation of this Section if the owner has instituted an eviction proceeding within 30 days against the offending tenant and all occupants of the premises, and completes the eviction within 75 days of commencement or as soon thereafter as court procedures allow. In the event that judicial or quasi-judicial proceedings prohibit an owner from proceeding with an eviction, abatement of the public nuisance by eviction will be stayed until the judicial or quasi-judicial proceeding is resolved.

(b) In the case of multi-unit dwellings, the only parties necessary to name in an eviction proceeding are the occupants of the actual unit involved with the activity suspected, or the occupants suspected of the activity described in the notice.

(7) *Relief From Order.* The Code Official may vacate or suspend the provisions of an Order to close and vacate upon a showing by clear and convincing evidence that the public nuisance has been abated and will not be maintained or permitted in any unit of the premises.

(8) *Abatement Actions Not in Violation of Law.* Actions taken by an owner to abate a public nuisance as defined in this Section shall not be deemed to be violations of Fair Housing or Landlord-Tenant laws.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

§156.040 GENERAL FOR LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

(A) **Scope**. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

(B) **Responsibility**. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

(C) **Alternative devices**. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the appropriate code listed in Appendix.

§156.041 LIGHT

(A) **Habitable spaces.** Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. (Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, not less than 25 square feet (2.33 m^2). The exterior glazing area shall be based on the total floor area being served.)

(B) **Common halls and stairways.** Every common hall and stairway in residential occupancies, other than in one-and two- family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

(C) **Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

§156. 042 VENTILATION

(A) **Habitable spaces.** Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1. (Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

(B) **Bathrooms and toilet rooms.** Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

(C) **Cooking facilities.** Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit except where specifically approved in writing by the code official.

(D) **Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

(E) **Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

§156.043 OCCUPANCY LIMITATIONS

(A) **Privacy**. Dwelling units, hotel units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

(B) **Minimum room widths.** A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counter fronts and appliances or counter fronts and walls.

(C) **Minimum ceiling heights.** Habitable spaces, hallways, corridors. laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height *of* not less than 7 feet (2134 mm) except for the following:

(1) In one- and two-family dwellings, beams *or* girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152mm) below the required ceiling height;

(2) Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height *of* not less than 6 feet 8 inches (2033 mm) with not less

than 6 feet 4 inches (1932 mm) *of* clear height under beams, girders. ducts and similar obstructions.

(3) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part *of* the room, with a clear ceiling height *of* at least 7 feet (2134 mm) over not less than one-third *of* the required minimum floor area. In calculating the floor area *of* such rooms, only those portions *of* the floor area with a clear ceiling height *of* 5 feet (1524 mm) or more shall be included.

(D) **Bedroom requirements**. Every bedroom shall comply with the following requirements:.

(1) *Area for Sleeping*. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 mm) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m^2) *of* floor area for each occupant *thereof.*

(2) *Access from Bedrooms*. Bedrooms shall not constitute the only means *of* access to other bedrooms or habitable spaces and shall not serve as the only means *of* egress from other habitable spaces except in units that contain fewer than two bedrooms.

(3) *Water closet Accessibility*. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

(4) *Prohibited occupancy*. No person shall use any kitchen, nonhabitable or public space for sleeping purposes, nor shall food be prepared or cooked in any room used for sleeping purposes, except in an efficiency apartment. In an efficiency apartment, that portion of the room designated for sleeping purposes shall not be within ten feet of that portion of the room designated for cooking purposes. The ten feet shall be calculated as the shortest straight line distance between the sleeping area and the stove. The ten feet requirement shall not be a violation when the ten feet distance is separated by a permanent divider wall of a height of at least 50 percent of the height of the room.

(5) *Other Requirements*. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this section, the plumbing facilities and water-heating facilities requirements *of* §this Ordinance; the heating facilities and electrical receptacle requirements of this Ordinance; and the smoke detector and emergency escape requirements of this Ordinance.

(E) **Overcrowding**. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 43.

TABLE 43

MINIMUM AREA REQUIREMENTS

SPACE	1-2 occupants	3-5 occupants	6 or more occupants
Living room[a,b]	No requirements	120	150
Dining room[a,b]	No requirements	80	100
Kitchen[b]	50	50	60

For SI: 1 square foot = 0.093 m^2.

a. See Subsection (E)(2) for combined living room/dining room spaces.

b. See Section (E)(1) for limitations on determining the minimum occupancy area for sleeping purposes.

(1) *Sleeping Area.* The minimum occupancy area required by Table 43 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with §156.043(D).

(2) *Combined Spaces.* Combined living room and dining room spaces shall comply with the requirements of Table 43 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

(F) **Efficiency Unit.** Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

(1) A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.4 m^2). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.

(2) The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided. .

(a) The unit shall be provided with a separate bathroom containing a water closet, lavatory, and bathtub or shower.

(b) The maximum number of occupants shall be three.

(G) **Food preparation.** All spaces to be occupied for food preparation purposes shall contain suitable space equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and service the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

§156.050 GENERAL FOR PLUMBING FACILITIES AND FIXTURES

(A) **Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

(B) **Responsibility.** The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises, which does not comply with the requirements of this chapter.

§156.051 REQUIRED FACILITIES

(A) **Dwelling units.** Every dwelling unit shall contain its own bathtub or shower, lavatory. water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

(B) **Rooming houses.** At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

(C) **Hotels.** Where private water closets, lavatories, and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

§156.052 TOILET ROOMS

(A) **Privacy**. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

(B) **Location.** Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

§156.053 PLUMBING SYSTEMS AND FIXTURES

(A) **General.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

(B) **Plumbing system hazards**. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

§156.054 WATER SYSTEM

(A) **General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Kentucky Plumbing Code.*

(B) **Contamination.** The water supply shall be maintained free from contamination in an approved manner as identified by the Louisville and Jefferson County Department of Health, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

(C) **Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

(D) **Water heating facilities**. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120F (49°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

§156.055 SANITARY DRAINAGE SYSTEM

(A) **General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing facility shall be properly connected to either the public sewer system or to an approved private sewage disposal system which shall meet the requirements of the Louisville and Jefferson County Department of Health.

(B) **Maintenance.** Every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the provisions of the Kentucky Building Code and the Kentucky Residential Code. Repairs to on-site sewage systems must be permitted and approved by the Louisville and Jefferson County Department of Health.

§156.056 STORM DRAINAGE

(A) **General.** Drainage of roofs and paved areas, yards and courts, and other open areas on the

premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

§156.060 GENERAL FOR MECHANICAL AND ELECTRICAL REQUIREMENTS

(A) **Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

(B) **Responsibility.** The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises, which does not comply with the requirements of this chapter.

§156.061 HEATING FACILITIES

(A) **Facilities required.** Heating facilities shall be provided in structures as required by this section.

(B) **Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

(C) **Heat supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to May 1 to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms except in circumstances when the exterior temperature falls below 0° F. (-18° C.) and the heating system is operating at its full capacity, a minimum room temperature of 60° F. (16° C.) shall be maintained at all times.

(D) **Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

§156.062 MECHANICAL EQUIPMENT

(A) **Mechanical appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

(B) **Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an approved chimney or vent except that fuel-burning equipment and those appliances, which are labeled for unvented operation.

(C) **Clearances.** All required clearances to combustible materials shall be maintained.

(D) **Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

(E) **Combustion air.** A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

(F) **Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

§156.064 ELECTRICAL FACILITIES

(A) **Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and §156.065.

B) **Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the ICC *Electrical Code.* Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

(C) **Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper/inadequate over current protection, insufficient receptacle and lighting outlets, improper or unsafe wiring or installation, makeshift wiring or improper/inappropriate use of electrical extension cords, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

§156.065 ELECTRICAL EQUIPMENT

(A) **Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

(B) **Receptacles.** Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new or replaced bathroom receptacle outlet shall have ground fault circuit interrupter protection.

(C) **Lighting fixtures.** Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

§156.066 DUCT SYSTEMS

(A) **General.** Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

FIRE SAFETY REQUIREMENTS

§156.070 GENERAL FOR FIRE SAFETY

(A) **Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

B) **Responsibility.** The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

(C) **Flammable matter.** Highly flammable or explosive matter, such as paints, volatile oils and cleaning fluids, or combustible refuse, such as waste paper, boxes and rags, shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage. Highly flammable or explosive matter and combustible refuse, in reasonable quantities, shall be properly stored in containers and in such manner so as not to come in contact with or be adversely affected by mechanical equipment or heat-producing appliances or fixtures.

§156.071 MEANS OF EGRESS

(A) **General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.

(B) **Dual Egress.** Every residential building exceeding two stories in height above ground, not including basements, shall be provided with not less than two approved independent exits from each floor above the second floor, fully accessible to each occupant on the floor. This section shall not apply to one and two-family dwellings.

(C) **Locked doors**. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Kentucky Building Code or the Kentucky Residential Code.*

(D) **Emergency escape openings**. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Kentucky Building Code or the Kentucky Residential Code and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening. Where such bars, grilles, grates, or similar devices are installed in existing buildings, smoke detectors shall be installed in accordance with §156.073.

(E) **Accumulations and storage.** Waste, refuse, or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes, or other means of egress.

§156.072 FIRE-RESISTANCE RATINGS

(A) **Fire-resistance-rated assemblies**. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

(B) **Opening protectives**. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

§156.073 FIRE PROTECTION SYSTEMS

(A) **Smoke detectors**. In all dwelling units smoke detectors powered by a hard wire AC primary power source or a self-monitored, non-removal ten-year lithium battery shall be installed and maintained within six months after the effective date of this ordinance. Single station detectors presently installed utilizing standard batteries may continue to be used as long as the units remain serviceable. Should an inspection of the concerned properties reveal these units out of service due to a low or no battery, it will be cause to replace said units with approved type devices.

(1) Required Detectors. Only ionization or photo electric type detectors approved by a nationally recognized testing laboratory shall be installed.

(2) Location of Detectors. Smoke detectors shall be placed in accordance with the applicable NFPA Standards. Detectors may be ceiling or wall mounted, provided that they shall be mounted at a minimum of 4 inches and a maximum of 12 inches of the ceiling, and not closer than 4 inches from the point at which the ceiling and the wall meet.

(a) In a dwelling unit, which contains a well-defined sleeping room separated from the other activity areas of the same unit, the detector shall be located in the corridor within the unit or interior area giving access to the rooms used for sleeping purposes. Where sleeping areas are separated and/or where a single smoke detector will not adequately service all sleeping areas, there shall be a smoke detector installed adjacent to each sleeping area. In a rooming unit the detector shall be centrally located on the ceiling.

(b) In a dwelling containing two or more dwelling units or any additional rooming unit, the requirements for individual smoke detectors in each dwelling unit or rooming unit, detectors shall be placed in centrally located common areas so that smoke detectors will adequately service all sleeping areas.

(B) **Owner's Responsibility.** The owner of a dwelling shall be responsible for supplying and installing, in an operable condition, the required detectors and for providing the manufacture's maintenance and testing instructions to a tenant.

(1) *Common Areas and Short-term Occupancies.* The owner of a dwelling also shall be responsible for maintenance and testing of detectors, in accordance with

manufacturer's instructions, which are located in common areas and/or detectors in rooming units where the tenant usually has short periods of occupancy (hotels, motels, tourist homes).

(2) *Change in Tenancy.* At every change of tenancy in all multi-family residential units and dormitories, it shall be the duty of the owner to test and ascertain that those detectors contained in the unit are in operable condition, and if not, the owner shall be responsible for placing them in operable condition.

(3) Hotels, Motel, Tourist Homes or Rooming Houses. In all hotels, motels, rooming houses or tourist homes it shall be the duty of the owner to test such detectors on a regular basis in accordance with manufacturer's instructions, and the owner shall be responsible for maintaining such units in an operable condition. A log of smoke detector inspections and findings shall be maintained by the owner, and shall be made available to fire inspectors upon request.

(C) **Enforcement.** The Code Official or his designated representative shall assist the appropriate Fire District in enforcing all provisions of this section by making referrals as a part of its regular inspection and enforcement of all city housing, building, and safety codes.

(D) **Tenant's Responsibility.** The tenant shall be responsible for maintaining and testing the detectors, in accordance with the manufacturer' instructions, which are within his exclusive control during the life of the tenancy. The tenant shall be responsible for notifying the owner in writing when detectors become inoperable, and the owner shall have ten days after receipt of such written notice in which to replace or repair said detectors in an operable condition. In the existing single station, battery-operated types of detectors, battery replacement shall not be allowed. In the event existing detectors with standard batteries are found inoperable, the units shall be replaced with approved-type detectors.

§156.080 RESPONSIBILITIES OF PERSONS

(A) **General.** The provisions of this article shall govern the responsibilities of persons for the maintenance of structures, and the equipment and premises thereof. Every owner and occupant must fully comply with all the provisions of the Uniform Landlord Tenant Act/Ordinance. The occupant shall promptly notify the owner of any deficiencies and violations of this code.

(B) **Sanitary condition.**

(1) *Cleanliness* Every occupant of a structure or part thereof shall keep that part of the structure or premises which that occupant occupies, controls, or uses in a clean and sanitary condition, and in the case of a single-family structure, the occupant shall keep the premises free of all weeds and prohibited plant growth, as defined in Section 156.020(E)(25). Every owner of a dwelling containing two or more dwelling units shall maintain, in a clean and sanitary condition, and free of all weeds and prohibited plant growth, as defined in §156.020(E)(25), the shared or public areas of the dwelling and premises thereof. Any plant growth exceeding 10 inches in height on land of 3 acres or more that abuts residential property, other than crops, trees, bushes, flowers or other ornamental plants, shall be at least 50 feet (50') from the property line abutting the developed neighborhood.

(2) *Disposal of rubbish.* Every occupant of a structure or part thereof shall dispose of all rubbish in a clean and sanitary manner by placing it in leakproof approved containers, as required by §156.034

(3) *Disposal of garbage.* Every occupant of a structure or part thereof shall dispose of garbage in a clean and sanitary manner by placing it in garbage disposal facilities, or if such facilities are not available, by securely wrapping such garbage and placing it in leakproof approved containers, as required by §156.034

(4) *Garbage storage facilities.* Every dwelling unit shall be supplied with an approved garbage disposal facility, which shall be any adequate mechanical food waste grinder in each dwelling unit, or leakproof approved containers, as required by §156.034(E). Such facilities shall be sufficient to meet the needs of the occupants.

(6) *Rubbish storage facilities.* Every dwelling unit shall be supplied with leakproof approved containers as required by §156.034(E) for storage of rubbish, and the occupant shall be responsible for the removal of such rubbish.

(7) *Food preparation.* All spaces used or intended to be used for food preparation shall contain suitable space and approved equipment to store, prepare and serve food in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage when necessary. Approved equipment shall consist of:

(i) A listed or approved cooking stove or similar device designed for cooking food, properly installed with all necessary connections for safe, sanitary and efficient operation, and in proper working condition, to be supplied by the owner; provided, however, the owner may specify that this shall be the responsibility of the occupant if sufficient space and adequate connections are provided.

(ii) A refrigerator or similar device capable of the safe storage of food at temperatures less than 50° F. but more than 32° F under ordinary maximum summer conditions, properly installed with all necessary connections for safe, sanitary and efficient operation, and in proper working condition, to be supplied by the owner; provided, however, the owner may specify that this shall be the responsibility of the occupant if sufficient space and adequate connections are provided.

(iii) Cabinets or shelves of sound construction and easily cleanable, to be furnished by the owner, for the storage of eating, drinking, and cooking equipment and utensils, and of food that does not under ordinary summer conditions require refrigeration for safe keeping, to be supplied by the owner.

(8) *Supplied fixtures and equipment.* The owner or occupant of a structure or part thereof shall keep all equipment and fixtures therein clean and sanitary, and shall be responsible for the exercise of reasonable care in their proper use and operation. The owner shall maintain the supplied equipment and fixtures in good and proper operating condition.

(0) *Furnished by occupant.* The equipment and fixtures furnished by the occupant of a structure shall be properly installed, and shall be maintained in good working condition, kept clean and sanitary, and free from defects, leaks or obstructions.

SECTION IV. This Ordinance shall be in full force and effect as of the date of its adoption by Fiscal Court.

APPENDIX
Kentucky Building Code and Kentucky Residential Code and Jefferson County Development Code
Uniform Landlord Tenant Act/Ordinance

EXHIBIT E: COMMUNITY AND SUPPORTIVE SERVICES

E.1 Community and Supportive Services

Case Management Prior to Grant Award: LMHA will ensure that Clarksdale-Phase II residents who will be relocated have time to participate and benefit from CSS activities before leaving the site by having case management in place and available along with having essential services in place and completing individual assessments even prior to receipt of the Phase II HOPE VI grant.

A CSS/Relocation office is already established on-site to assist residents in Phase I, and is staffed by three full-time and one part-time Case Manager. LMHA is implementing early assessments because many residents may need additional time to overcome multiple barriers and receive the services needed to meet educational and employment goals, or to meet the requirements of returning to the revitalized Clarksdale. Assistance for these families is possible because the CSS program for Clarksdale-Phase I is currently in place and ready to serve the residents of Phase II. In fact, eight Phase II residents are already receiving full case management. In February 2004, Case Managers will begin conducting initial needs assessments of all remaining Phase II residents. The initial assessment will identify significant barriers to success including chemical dependency, illiteracy, domestic violence, lack of work experience, or lack of a family support system. Case Managers will also identify other barriers such as lack of a high school diploma or GED, the need to upgrade skills, or the need for post-secondary education. After an assessment is completed, Case Managers will begin matching residents with available CSS programs and other social services.

Residents can be referred to GED classes on- and off-site, after-school tutoring, financial skills training and homeownership counseling, computer and other technical training, LMHA's scholarship program, or job readiness and search services from Career Resources or the Louisville Urban League. Residents can also enroll in FSS. LMHA has contracted with a CSS partner, the Louisville Metro Department for Human Services (LMHS), to hire the current 3.5 Case Managers. Special Programs staff will continue to closely monitor caseloads and up to 4.5 Case Managers will be added throughout the grant on an as-needed basis.

Not only will case management be in place prior to the grant award, but many of the needed services are already available due to LMHA's history of providing support services to all residents and aggressively seeking additional Special Program's funding. GED and after-school tutoring have been offered to Clarksdale residents for years. An additional GED class was added in 2003. Financial skills training and homeownership counseling are available through LMHA's ROSS Homeownership Supportive Services Grant. Computer training will be available through the

new HOPE VI Neighborhood Networks Grant. LMHA's scholarship program has been helping residents pay for college expenses since 1987. Many other services are available through 810 Neighborhood Place (NP), a coordinating agency explained later in this section, located just 1.3 miles from Clarksdale. Residents can reach more remote services by bus utilizing passes donated by the Transit Authority of River City (TARC).

CSS Case Management System: The CSS Team described previously in Exhibit B.5, will oversee LMHA's CSS case management system, as well as the entire Clarksdale-Phase II CSS plan. This team includes the Special Programs Director, CSS Coordinator, FSS Coordinator II, ROSS Homeownership Coordinator and Special Programs staff from the former Housing Authority of Jefferson County. (See organizational chart in Exhibit B).

The Clarksdale CSS case management system will mirror the successful case management LMHA has provided under its FSS program for the last eleven years. The Authority will contract with LMHS to provide case management services to Clarksdale residents. LMHS has provided case management services for LMHA's FSS program since 1992. Over that time, the number of Case Managers has increased from four to the current thirteen. Most recently, LMHA has expanded its contract with LMHS to hire two Case Managers to serve former Cotter/Lang HOPE VI residents and 3.5 Case Managers to serve Clarksdale-Phase I residents. LMHS has always been able to attract qualified, talented and dedicated staff for these positions, and LMHA believes they will continue those efforts with the required expansion for CSS.

Each Case Manager will serve 40 HOPE VI families providing direct services including goal setting, planning, motivation, job retention and advocacy, while making referrals to the vast array of services available from CSS Partners. Since Case Managers meet with residents in their home, at school, or at work, residents are served whether they remain in Clarksdale or are relocated temporarily or permanently. The Case Managers hired by LMHS have proven to be well informed, creative and determined when it comes to getting the services needed for participants. The small caseloads will allow Case Managers to give residents the individual attention needed to meet their goals. They will also work closely with the CSS Team to ensure that residents receive the highest quality of service as demanded by the CSS plan and to ensure proper tracking of CSS outcomes.

The results from this level of case management for LMHA's FSS program have been nothing short of phenomenal. The employment rate among FSS participants is consistently at or near 60%, three times that of the general public housing population. During the past year, 79 participants enrolled in college or technical school with 20 graduating, and 6 participants received their GED. Seventy-five were employed from 1 to 2 years, while 142 were

employed more than 2 years. Twenty-one participants completed homeownership counseling and 16 purchased homes. To date, 317 FSS participants have graduated, receiving over $1.4 million in escrow. Among the graduates was Markita, who graduated in May 2002, and received $17,595, one of LMHA's highest escrow payouts ever. Another FSS standout was Antwone who graduated in October 1999, receiving $3,848 in escrow and purchasing a home even though she only made $7.25 per hour. LMHA attributes its success in FSS to strong case management and expects to see similar or better results from the CSS efforts at Clarksdale.

LMHA's plans to have case management services in place prior to grant award was outlined previously. In addition to the 3.5 Case Managers currently in place, LMHA plans to expand its contract with LMHS for up to a total of 8 Clarksdale HOPE VI Case Managers. At least one Case Manager will continue to specialize in serving Clarksdale's seniors. The CSS Team will monitor the case management system and, if necessary, increase the number of Case Managers to ensure that each individual resident seeking services has a Case Manager.

The CSS Plan: The LMHA realizes there is more to revitalizing a community than bricks and mortar, streets and green spaces. A community's most important infrastructure is its people. Through its CSS plan, Clarksdale-Phase I will continue to bring the residents a comprehensive array of educational and job training services designed to prepare individuals for success in the workplace and move them along an incremental path to self-sufficiency. The LMHA and its CSS Team plan to link residents in Clarksdale-Phase II to a vast array of existing community services and a number of new programs through the intensive, individually-focused case management system described above.

LMHA has a long history of coordination and collaboration with local service providers. Through these continued efforts, LMHA has been able to offer GED classes, job training, homeownership counseling, youth programming, and many other supportive services to residents. LMHA residents have also benefited from the coordinated services offered by the broader community, often introduced to them by LMHA staff. Over ten years ago, major human services providers saw a need to come together to offer coordinated and accessible health, education and human services. The result was the creation of Neighborhood Place (NP), a coordinating entity that has eight sites strategically located throughout the Louisville Metro area.

NP partner agencies include the Department for Community Based Services of the Kentucky Cabinet for Families and Children, Louisville Metro Departments of Human Services and Health, Jefferson County Public Schools, Seven Counties Services, Inc., and the Louisville Metro Government. LMHA has played an instrumental role in this collaboration by hosting the NP Bridges of Hope at the Wiggins Family Investment Center.

Over the years, NP, in partnership with Louisville's network of Community Ministries and the Kentuckiana Works, has become the hub of effective, efficient, coordinated and customer-friendly human services and employment links in our community. This same coordination will be a key to CSS efforts at Clarksdale. Most of the programs and services outlined in this plan are currently being implemented under the HOPE VI Clarksdale-Phase I CSS Plan.

The activities outlined in our CSS plan reflect the needs and goals of residents as expressed in resident surveys, meetings and focus groups. Resident surveys were mailed to 694 households. In April 2001, Marketing Research of Kentuckiana (MRK) conducted 485 surveys with Clarksdale residents. In addition to the survey, MRK facilitated six focus groups, including groups with elderly, males, youth and single-female heads of household. Survey results showed that residents were very interested in the following services: tutoring/mentoring (69%), youth programming (69%), GED training (67%), computer classes (65%), and vocational training (63%). Residents also indicated interest in other opportunities: homeownership counseling (71%), career/financial counseling (66%), medical jobs (53%), construction (53%), demolition (52%), and salvage (47%). These interests form the basis for the following plan. The CSS plan also incorporates the desires of members of the adjacent neighborhood associations, as well as the goals of the City's 2000-2004 Consolidated Plan.

Kentucky's Welfare Reform plan stresses work first, but recipients can also count hours spent in education toward their work requirement. The State's welfare reform goals are full-time, unsubsidized employment; job retention; family self-sufficiency prior to expiration of the five-year lifetime limit; and children living in a safe, secure environment. The Clarksdale CSS plan will address all of these areas and complement Kentucky's welfare reform activities.

Housing CSS Activities: To make services easily accessible to all residents, many of the Clarksdale CSS activities will be housed in convenient temporary and ultimately permanent locations.

Early on in the Revitalization process, relocation, case management and the NP satellite services will be offered at the CSS/Relocation office located at 509 Marshall Court, Building 44. This building is near the current Resident Council office and residents will have no trouble accessing these services. GED classes and after-school tutoring will be provided as long as possible at their current location, the East Louisville Recreation Center, located on Jefferson Street. As the demolition and renovation progresses, the Neighborhood Network (NN) programs will be held at LMHA's Wiggins Family Investment Center and residents will be encouraged to participate in GED, after-school

tutoring and various other services at other LMHA sites. Transportation will be provided as needed for residents participating in job training, basic computer training, or any other CSS activity. Childcare services will be provided for residents attending GED and computer training classes.

Neighborhood Network: LMHA is an innovator in bridging the digital divide in public housing. Partnering with Jefferson Technical College (JTC), LMHA created eVillage-Louisville. This program was designed as a comprehensive skills and knowledge development curriculum to offer both entry-level computer literacy instruction as well as college-level computer classes for public housing residents. The program achieved an incredible 93% completion rate with every successful resident taking home a refurbished computer. LMHA received a 2002 HUD Best Practices Award for eVillage-Louisville. Capitalizing on this success, LMHA applied for and received funding from HUD's 2002 ROSS Neighborhood Networks grant program. Then in the Fall 2003, LMHA successfully competed for HOPE VI Neighborhood Network funding for Clarksdale and received an additional $200,000.

LMHA's most recent NN grant is a partnership among LMHA, Wesley House and Jefferson County Public Schools (JCPS) to offer Clarksdale residents a comprehensive computer-training program. There are three main areas of study: computer fundamentals, key applications, and responsible Internet usage. Residents successfully completing the courses will receive a free, refurbished computer.

A state-of-the-art NN computer classroom will ultimately be located on the Phase I portion of the site. With additional NN funding, up to 150 Clarksdale residents will receive this training. LMHA projects a 75% completion rate.

Educational Activities for Young People: In contrast to the 5.4% dropout rate for all 96,000 Jefferson County students in 2000, the rate at which Clarksdale students dropped out of school last year was 14.1 %, almost three times that of the county as a whole. Jefferson County Public Schools (JCPS) will make available the services of social workers, assessors and other specialists through NP who work with families based on residency rather than the school attended. JCPS established Truancy Court, an innovative program where real judges preside over "court proceedings" and work with parents and students to improve school attendance. Truancy Court has convinced hundreds of students and their parents to take school attendance seriously. JCPS, LMHS and many judges support this nationally recognized program. Of additional importance are supportive services such as parent workshops and support groups, in-school counseling for children, family counseling and family advocacy that are available through the JCPS Family Resource Centers. These services are available to every Clarksdale student who attends the school and to that child's

parent(s) and family, as well as other families who live in the neighborhood. LMHA, in conjunction with JCPS, will continue to monitor truancy and dropout rates to determine the effectiveness of these programs.

The Nativity Academy, a faith-based educational initiative created by St. Boniface Church, opened in Fall 2003. It is a fully accredited middle school serving a particularly vulnerable age group which is designed to provide intense educational instruction, before- and after-school tutoring, and family support for its students. Many students who currently reside in Clarksdale are enrolled in the Academy.

LMHA will continue to offer its own on-site, after-school tutoring program, primarily for elementary ages. The Authority will also offer a Youth Individual Development Account (IDA) program as part of the Center for Women and Families' Common Wealth IDA Program. An additional 20 Clarksdale youth, or a total of 40, will receive age-appropriate consumer and financial skills training, a stipend for community service, open free saving accounts and receive a match for the money they save. IDA funds can be used for school and educational related expenses. Maintaining grades and attendance will be required.

Other Youth Development: LMHA and other Community organizations recognize the need to work with teens before they make damaging lifestyle choices. These programs have been incorporated into the Clarksdale CSS plan, and include efforts by several partners, including: Wesley House, a faith-based initiative of the United Methodist Church, will offer "Teen Sense" to build self-esteem to help youth avoid substance abuse, domestic violence and early parenting; Home of the Innocents, Inc., a nonprofit agency dedicated to the needs of abused, neglected and abandoned children, will provide short-term and residential services for abused children and teens, including pregnant and parenting teens; and CHOICE, Inc., a licensed alcohol/drug education agency, will provide services to LMHA youth through collaboration with LMHA and JCPS. Middle school students will work in groups that meet once a week during the school year to cover a range of topics including positive decision making, developing coping skills, self-esteem, conflict resolution and refusal skills, school success, behavior, attendance and family issues.

Additional partners include Louisville Metro Government's Office of Youth Development who will work with teens to improve educational achievement, expose them to new experiences and help them set and achieve ambitious goals and Planned Parenthood's Peer Educator program that will train teens to work with peers to delay sexual activity.

Success will be measured by the number of youth who enroll, participate and complete these programs. Their future behavior will be the real proof of our success. LMHA anticipates serving up to 130 youth in all programs.

Goals include, reducing the drop out rate by 1% each year (from the current 14.1% to 10% in four years), 95% of children will attend school at least 90% of the time, and 75% of students will achieve grades equal to or better than the previous year.

Adult Educational Activities: Currently it is estimated that as many as 35% of Clarksdale's residents 18 years and older do not have a high school diploma or GED. Approximately 14% have less than a 9th grade education. Education is a key to establishing self-sufficiency. LMHA will work with JCPS to expand existing Adult Basic Education/GED classes in Clarksdale beyond the 12 hours per week currently offered on weekday mornings. Classes will be year-round and open-entry/open-exit. The LMHA Scholarship Program will reach out to Clarksdale residents and plans to award as many as 10 renewable scholarships each year. Created in 1987 and funded by Louisville Housing Assistance Corporation, a LMHA subsidiary, the Scholarship Program has awarded 234 scholarships valued at $838,890 to date.

Case Managers will refer to each resident's assessment when developing their educational plan. Once the resident attains his/her goals of achieving a high school diploma or GED, the resident will be offered further guidance to reach higher educational achievements. The Kentuckiana College Access Center will offer educational support services including college counseling, career counseling, college application assistance and scholarship/financial aid assistance. Their staff is experienced and has a knack for resolving the special problems many of their students' experience. Additionally, LMHA is assisting The Center for Women and Families with the development of a single-parent family facility designed to help decrease barriers for these families wanting to move on to higher education.

The number of residents improving at least one grade level, getting GEDs, enrolling in college, receiving LMHA scholarships, and graduating from college, will measure success in these programs. LMHA's goals are to engage 75 adults in the above educational programs, increase the number of adults who have their GEDs over the grant period by 25%, and award 10 college scholarships a year.

Job Readiness and Retention Activities: Presently, only 8% of Clarksdale's employable adult residents in Phase II aged 18 to 62 have jobs. Moving residents to work will be a priority of Clarksdale's CSS efforts, including service provision from Kentuckiana Works and the local Workforce Investment Board through its One-Stop at the Nia Center. Located in the 2900 block of West Broadway, the Nia Center is readily accessible by local mass transit and will be an ideal stop for the TARC Job Hunter Bus. (See Transportation, below.) The One-Stop has a great deal of experience in helping individuals obtain employment. The services include up-to-date job postings, workshops and

resume writing tools, career search resources, self-marketing and interviewing, access to computers, faxes and phones for job searches, computer skills tutorials and free resume exchange service. The Department for Community Based Services of the Kentucky Cabinet for Families and Children's, the state TANF provider, will offer a number of retention incentives, including 3, 6 and 9-month employment bonuses of $500 and funds to help meet family emergencies and keep family members working.

LMHA's intensive, individually-focused case management system, described in detail earlier, will play an integral part in getting residents through the process of finding and retaining a job. Quantifiable goals and outcomes will be the number of residents employed and the number employed at least six months. The One-Stop will serve 90 Clarksdale residents and LMHA projects that 115 Clarksdale residents will be employed by the end of the grant period.

Employment Training Activities: Self-sufficiency often demands skills beyond high school or a GED. Since college is not for everyone, our CSS plan offers several short-term training opportunities. LMHA anticipates that 125 Phase II residents will receive employment training under this CSS plan. LMHA scholarships will be available for vocational training as well as college.

The Louisville Community Initiative will provide several six-week employment trainings for residents at the Dollar General Store training center. Dollar General is prepared to train an additional 10 residents a year for a total of 40 during the grant period and provide them with job referral services. In conjunction with another neighborhood employer (Clarksdale is located next to the Medical Center), Jewish Hospital will also provide a medical training program for Clarksdale residents in collaboration with the City and LMHA, with guaranteed job opportunities upon successful completion of the training. Another partner, Wesley House, a faith-based initiative of the United Methodist Church, will offer employment training for the Clarksdale community as part of the Neighborhood Network.

Apprenticeships: LMHA will continue working with the Kentucky State District Council of Carpenters AFL-CIO Joint Apprenticeship and Journeyman Training Program to provide apprenticeship opportunities to Clarksdale-Phase II residents. The Carpenters' Apprenticeship Program is registered with both the Department of Labor's Bureau of Apprenticeship and Training and Kentucky's State Apprenticeship Council. It is, in fact, the nation's oldest registered apprenticeship program, having first registered in 1937.

The Carpenters' Apprenticeship Program will train an additional five Clarksdale-Phase II residents for a total of 10 Clarksdale residents per year. The training will include: 80 hours of pre-apprenticeship training, including job

readiness skills, construction mathematics and tool use; hands-on introduction to the building trades, including carpentry/millwright, plumbing, electrical, HVAC, pipefitting, painting, operating engineering and bricklaying; and, visits to apprenticeship training schools and participation in hands-on construction work.

Upon completion, graduates will select an apprenticeship opportunity with one of the building trades. The Carpenters' Apprenticeship Program will provide follow-up services throughout the years of apprenticeship training, including mentors who will work with each individual as they progress through their apprenticeship experience.

LMHA has partnered with Women In Construction to provide a combination of classroom instruction and on-the-job training up to 20 Clarksdale residents per year for jobs in construction. Additionally, YouthBuild Louisville has committed to providing Clarksdale youth, ages 16-24, with construction and leadership development skills. Participants build quality, single-family housing for low-income families while gaining valuable experience that will assist them in obtaining employment in the construction trades. YouthBuild has committed to five positions per year, providing yet another opportunity for Clarksdale residents to obtain apprenticeships in the construction industry.

Life Skills Training: HOPE VI Revitalization will bring a lot of changes and many opportunities to Clarksdale residents. This CSS plan will offer training to ensure that residents are ready for everything that comes their way, and projects that 185 residents will receive services from these programs.

Relocating, even just temporarily, or making major changes such as going to work can cause problems in a family. NP will offer talk-shops to help residents prepare for these changes. Residents will learn as a group and from each other the parenting skills needed to make their families successful. Additionally, Just Solutions, a community-based center for mediation training and services, received a $20,000 grant to facilitate meetings and workshops to help Clarksdale residents manage the impending change. For Clarksdale residents who may need additional assistance during relocation, Louisville Area Community Ministries will provide transitional services such as emergency food and financial assistance, elderly services, counseling and life skills programs.

Problems often develop as public housing families go to work and make more money. The burden of increased rent coupled with the desire to provide the family with the things they have gone without for so long contribute to financial problems. LMHA will offer consumer and financial skills education to Clarksdale residents through the FY 2002 HUD ROSS Homeownership Supportive Services program. These services will prepare residents to enter homeownership counseling. Residents will also be exposed to small business development as part of financial skills education. Residents who are interested in pursuing the option of starting their own business will be referred to

entrepreneurial services offered at the Nia Center by the Louisville Business Resource Center (LBRC). LBRC is a partnership between Louisville Metro Government, SBA, Greater Louisville SBDC and SCORE.

Homeownership Counseling: LMHA has a ten-year history of providing high quality, successful homeownership counseling to public housing residents. Clarksdale families are encouraged to make use of homeownership opportunities through a variety of programs.

Consumer and financial skills training classes are offered as part of LMHA's Homeownership Supportive Services program. This training, provided by The Center for Women and Families, will help residents become better money managers, clean up their credit, and give them the confidence that they are ready for homeownership. The Louisville Urban League and HPI will provide homeownership counseling. Both agencies have a successful track record of helping public housing residents purchase their first homes. Eligible residents will also be referred to LMHA's Housing Choice Voucher Homeownership Program. Since 1997, 21 LMHA residents have closed on their homes using this program.

Residents can build assets to buy a house through the expanded Common Wealth IDA Program, a collaboration of LMHA, The Center for Women and Families, and Fifth Third Bank. Participants in the IDA Program commit to saving at least $20 of their own earned income every month for up to three years. Each dollar they save, up to $500 per year, is matched with two dollars in a separate "reserve" account. Participants can use the money saved to buy a house, start a business or pay for college. Fifty IDA slots will be available. IDA participants who are interested in starting a business will be referred to the LBRC at the Nia Center. Case Managers will make a special effort to encourage residents to enroll in LMHA's FSS program so they can avail themselves of the escrow option to accumulate funds for down payments.

In 1999, according to the General Accounting Office formula, 227 individuals in the 40202 zip code failed to file for the Earned Income Tax Credit (EITC). It is estimated that these individuals failed to receive $341,600 in tax refunds. Also, many low-income residents pay between $200 and $250 to have simple tax returns prepared. LMHA, a partner in the Louisville Asset Building Coalition, will offer a C-VITA site at Clarksdale to ensure that more residents take advantage of free tax preparation services and the EITC. In 2001, C-VITA sites served 221 families in the Clarksdale area. Those families received $325,000 in tax refunds, including $173,000 in EITC.

Measurable homeownership goals will include the total enrollments and completions of consumer and financial skills training, as well as homeownership counseling. CSS goals are to enroll 6 residents per year in homeownership

counseling, enroll 10 families in the IDA Program during the grant period, and increase the number of FSS participants to 53 by the end of the grant.

Health Care Services: Access to health care has not been a problem for Clarksdale residents, nor has affordability, since nearby providers accept Medicaid, K-CHIP, Passport (Medicaid HMO), or waive fees due to their commitment to caring for the indigent. Clarksdale is located adjacent to Louisville's Medical Center, which includes 3 large nonprofit hospitals, a medical and dental school offering free, specialized-clinic services and a variety of other medical resources. Health care is also offered by the Health Department through NP.

In addition, LMHA and its network of local partners recently received a $200,000 grant from the Robert Wood Johnson Foundation's Active Living by Design program to create and promote environments that make it safe and convenient for people to be more physically active. LMHA will use these funds to incorporate these features throughout the three key revitalization neighborhoods: Phoenix Hill, Smoketown, and Shelby Park.

Elderly Services: As plans are made for new communities, the elderly are often the group left out. Clarksdale, the oldest housing development in Louisville, has 42 residents in Phase I and 23 in Phase II age 60 or above, many of who have lived there all their lives. Under the CSS case management system, one Case Manager has been assigned to work exclusively with Clarksdale's senior population to ensure they can access needed services.

In addition, ElderServe, located across the street from Clarksdale, offers numerous supportive, recreational and social activities. ElderServe will expand their programs to include Clarksdale, both relocating seniors and well as seniors moving into the proposed senior building. LMHA anticipates a total of 32 Clarksdale seniors will take part in ElderServe programming. The following programs will be available to Clarksdale Seniors:

- Social Services/Case Management: This includes a total staff of five who work directly with individual residents. They also coordinate screening for the Dare-to-Care food pantry and the delivery of commodities for homebound elderly, and arrange special programs.
- Crime Victims Support: This program is located in Dosker Manor directly across the street from Clarksdale.
- Senior Companion Program: This provides assistance to well elderly who assist frail homebound elders.
- Social Development and Recreation: This provides on-site and community-based recreation, coordinates health promotion and clinic activities, special events and other activities.
- Nutrition: The on-site nutrition program serves an average of 75 meals daily, either congregate or home delivered.

- TeleCare: ElderServe volunteers call over 400 homebound elderly daily.
- HomeCare: ElderServe provides in-home services, ranging from home management to help with chores.

Substance/Alcohol Abuse Treatment/Counseling: Sometimes families working toward self-sufficiency face external barriers such as lack of childcare or transportation, but sometimes the barriers are internal to the individual or family system and not as visible; e.g. the presence of addictions and/or mental illness. LMHA anticipates 60 residents will receive counseling services.

Once Case Managers identify the possibility of these barriers, referrals will be made to a certified counselor from Seven Counties Services. The Jefferson Alcohol and Drug Abuse Center (JADAC), operated by Seven Counties Services, just a few blocks away, offers a variety of programs including in and out-patient treatment; counseling sessions for addicts, their families and children; and programs for addicted pregnant and postpartum women.

Domestic Violence Treatment and Prevention: Domestic violence remains a major barrier to engaging individuals and moving them towards self-sufficiency. To address this, LMHA is working with The Center for Women and Families (The Center), a Louisville agency at the national forefront for developing a coordinated response to domestic violence.

The Center, in collaboration with the CSS plan's intensive, individually-focused case management system, will work to identify and provide services to Clarksdale residents who are experiencing domestic violence. Services to residents include case management, supportive and children's services, employment and other training, emergency shelter and therapy and counseling.

Domestic violence is vastly under-reported. Progress in this area will be measured by increasing the number of reports, as well as the number of families who seek and receive services. The Center will provide services for 65 families.

Childcare Services: Community Coordinated Child Care (4Cs), Louisville's authority in coordinating, promoting and assuring high-quality, affordable, accessible childcare and related services, has identified 38 regulated childcare centers and six family daycare homes (4,136 licensed slots) in zip codes 40202, 40203 and 40206, neighborhoods in or just outside of the HOPE VI development area. 4Cs administers the state's childcare subsidy program in Louisville and is the area's main provider of childcare training for center operators and their staff.

As part of the implementation of welfare reform, the Commonwealth of Kentucky recognized the importance of making childcare affordable for working families. In response, it instituted a sliding-scale childcare subsidy for *all*

working families, as well as those participating in approved training programs leading to employment. In January 2000, as part of an ambitious $55 million early childhood plan, Kentucky increased family eligibility for childcare assistance to 175% of the poverty rate. For families who reach or slightly exceed that level, modeling a program funded by Louisville's Metro United Way and administered by 4Cs, CSS funds will be used to provide a "bridge" subsidy. LMHA will offer drop-off childcare for parents who are in GED or computer classes.

Transportation: According to our resident survey conducted in April 2001, 82% of residents do not own a car. Access to public transportation is not a problem for Clarksdale residents since a number of bus routes traverse the main arteries that crisscross the site. Access to transportation will be enhanced through: The Transit Authority of River City (TARC) providing passes and tickets to current and former residents to access CSS services; TARC offering many special services such as the Night Owl, which assists workers in getting to and from second and third shift jobs, and the Job Hunter Bus, which will pick up job seekers at designated locations and transport them to preplanned employment sites throughout Greater Louisville; and LMHA's purchase of a 15-passenger van for use when public transportation is either not available or in appropriate.

Measurable transportation outcomes will be the number of residents who receive bus passes or tickets or who are transported in the LMHA van. LMHA anticipates that the use of bus passes and tickets and van services will increase proportionally to the increase in residents receiving other CSS services.

Community Building: Beyond the construction of physical homes, townhomes and apartments, the Clarksdale plan is about creating "community"—a place where residents take on an active role in setting the agenda for their neighborhood. Creating opportunities for learning, employment, participation, and enjoyment are key ingredients for making Clarksdale a highly desirable place in which to live and raise a family.

LMHA will partner with the Community Resource Network (CRN) to provide community capacity building services. The CRN will assign a liaison responsible for working with the community. This will include working with Clarksdale and Phoenix Hill residents to develop their own neighborhood agenda by: gathering and analyzing data; providing linkages to public officials and institutions; organizing and attending meetings; providing training and technical service such as mapping and data analysis; and publishing a neighborhood newsletter. Community building will bring all residents together in one organization offering leadership opportunities to all.

Evaluation and Tracking: To ensure that the services offered are of the highest quality and have the greatest efficiency, LMHA has taken two steps: 1) purchasing tracking software designed to help capture resident base-line

data, progress and outcomes, which is already in use with Phase I residents; and 2) contracting with U of L's Kent School of Social Work to evaluate the components and track the outcomes of the CSS program.

Using information gathered through the new Community Data Library, funded by the Casey Foundation, evaluators will compare progress in the Revitalization area with that of other areas of the community. U of L's computer specialists will also work to make sure that all agency tracking systems mesh together.

E.2 Endowment Trust

The LMHA will place $100,000, or 6.6% of the HOPE VI CSS budget in a CSS Endowment Trust. Either the Community Foundation of Louisville or the trust department of a local bank will administer the trust in accordance with forthcoming HUD regulations. This amount is in addition to HOPE VI CSS funds committed to the endowment trust from Clarksdale-Phase I. After other CSS funds are expended, LMHA will begin to withdraw 5.75% of the trust annually to sustain CSS services.

LMHA will form a CSS Endowment Trust committee that includes public housing residents, tax credit and market-rate HOPE VI residents, service providers, and representatives of the city and LMHA. The committee will advise LMHA on the use of the funds from the trust, including recommendations to use more than 5.75% annually if an extraordinary opportunity presents itself. All expenditures from the trust must fall within the guidelines of the HUD-approved Clarksdale CSS Plan.

AGREEMENT

This agreement is made between the Center for Women and Families (Center) and the Louisville Metro Housing Authority (LMHA) to provide Section 8 assistance for up to seventeen (17) households residing at the Center for Women and Families Louisville Campus, Building 1, 927 South 2nd Street, Louisville, KY, a facility owned and operated by the Center. This facility is intended to be a long-term transitional housing program to stabilize households by providing service for up to three (3) years.

In exchange for Section 8 vouchers available for qualified households occupying the facility, the Center will

1. Own and operate the facility, meeting the Housing Quality Standards of the Section 8 program. The Center will be responsible for managing the facility and maintaining the facility. LMHA will not be liable for any activities or conditions at the facility.
2. Select appropriate households according to the published criteria for this program.
3. Permit review of the selection process by LMHA to ensure fair and equal access, send reports, verification of selection criteria as requested by LMHA.
4. Provide these households access to services offered by the Center to the public.
5. Monitor households for interest in portable Section 8 and refer as households meet established criteria.

LMHA will

1. Process referred households for Section 8 assistance, which will be limited in use to the facility.
2. Conduct regular Section 8 certifications and inspections.
3. Process program participants for portable Section 8 as referred by the Center, one voucher per household.
4. Make available up to seventeen (17) vouchers for the seventeen resident households, one per household.

Rents will be set according to the rules of portable Section 8, using rent comparability and limits of the Payment Standard; rules regarding family size and composition will also prevail when a family is assigned to a unit. Rents may be raised one time a year if justified by rent comparability; such a raise would occur on the yearly anniversary of each lease for each household.

This agreement is intended to last fifteen (15) years from the 9th day of Spetember, 2003. The Center may cancel this agreement by providing LMHA a sixty (60) day notice. Cancellation of this agreement does not void the individual leases, which will continue as Section 8 portable leases, subject to the cancellation rules of Section 8 portable housing choice vouchers.

LMHA may cancel this agreement for failure by the Center to comply with the Center's responsibilities as listed above. LMHA must give a thirty (30) days notice specifying the failure and allowing the Center to request a review by the LMHA Executive Director.

LMHA may cancel this agreement if the Center ceases operation or ceases to offer services to residents of the facility.

Tim Barry, Executive Director
Louisville Metro Housing Authority

9/4/2003
Date

Lynnie Meyer, President
Center for Women and Families

9/4/2003
Date