

## Proposed Changes to the 5 Year Plan, Policies, Fees and Other Charges

**Effective Date: October 1, 2018 (unless otherwise noted)**

### Public Housing Admissions and Continued Occupancy Plan

Document	Page	Section	
ACOP	Page 3-8		<p><b>Deleted:</b> A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.</p> <p><b>Added:</b> A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no more than 14 cumulative calendar days during any 12 month period.</p>
ACOP	3-13 4-24		<p><b>Deleted:</b> The PHA will use the income information and amounts applicable at, the time of the interview for the final determination of eligibility for a unit offer</p> <p><b>Added:</b> The PHA will use the family income information and amounts existing at the time of the interview for the final determination of eligibility for a unit offer and rent calculation for the initial lease term.</p>
ACOP	4-16		<p><b>Added:</b> To be eligible for the working families preference, the the head, spouse, cohead or sole member must be employed for a minimum of 20 hours per week at the time of the interview for the final determination of eligibility in anticipation of a unit offer.</p> <p><b>Added:</b> VAWA Emergency Transfer: Families who have been granted placement on the public housing waiting list due to an emergency VAWA transfer from the public housing program shall be placed above those with a “working family” preference. Placement via a VAWA emergency transfer is permissible even if the waiting list is otherwise closed.</p>
ACOP	7-19		<p><b>Added:</b> To be eligible for the working families preference, the head, spouse, cohead or sole member must be employed for a minimum of 20 hours per week at the time of the interview for the final determination of eligibility in anticipation of a unit offer.</p> <p>If, at the time of final eligibility determination and unit offer, the family no longer qualifies for the working family preference, the family will be placed on the waiting list in date/time order based on the initial application date/time</p>

ACOP	8-6		<p><b>Deleted:</b> Requirement to pay deposit in full before move in.</p> <p><b>Added:</b> This may be paid in full prior to occupancy or, at the discretion of the PHA, installment payments may be approved.</p>
	8-8		<p><b>Changed:</b> NSF fee from \$25.00 to \$5.00</p>
ACOP	8-15		<p><b>Added:</b> The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in the following reactivation fees: 1) Tenant Removed Battery - \$20.00; 2) Damaged/removed/missing Smoke Detector - \$35.00.</p>
ACOP	12-4		<p><b>Added:</b> Tenant shall be given fifteen (15) calendar days to move following delivery of a transfer notice. Refusal to move shall be grounds for termination of the Lease</p>
ACOP	13-3		<p><b>Added:</b> The PHA will accept a fourteen (14) day notice from families being admitted to the Section 8 Voucher program.</p>
ACOP	13-31		<p><b>Added:</b> If a forcible detainer is filed more than one (1) time in any twelve (12) month period on any resident, an eviction will be effected.</p>
ACOP	16-28		<p><b>Delete:</b> Requirement to hand out VAWA occupancy rights and certification when handing out application</p>
ACOP	16-41		<p><b>Deleted:</b> Emergency transfers will not take priority over waiting list admissions for these types of assistance</p> <p><b>Added:</b> Emergency transfers will take priority over “working family” preferences on the waiting list for new admissions to these programs.</p>

## Public Housing Lease

Document	Page	Section	
Lease		I.(d)	<b>Changed</b> change of household notification from 10 calendar days to 10 business days to match ACOP
Lease		II(b)	<p><b>Deleted:</b> NOTE: If a forcible detainer is filed three (3) consecutive times within a six (6) month period on any resident, an eviction will be effected.</p> <p><b>Added:</b> NOTE: If a forcible detainer is filed more than one (1) time in any twelve (12) month period on any resident, an eviction will be effected.</p>
Lease		III. (f)	<p><b>Deleted:</b> Minimum monthly repayment amount of 25.00 with the expectation that full payment of the retroactive amount owed can be paid in a 12 month period.</p> <p><b>Added:</b> The minimum monthly payment amount will be the greater of the following two amounts: 1) the difference between 40 percent of the family's monthly adjusted income in rent; or 2) \$25.00.</p>
Lease		V	<p><b>Changed</b> 14 day NTV to 30 day.</p> <p><b>Added:</b> The PHA will accept a fourteen (14) day notice from Tenants being admitted to the Section 8 Voucher program.</p>
Lease		VI (f)	<p><b>Deleted:</b> All utility deposits shall be in the name of the Head of the Household or other adult household member who has signed the Lease.</p> <p><b>Added:</b> At the time of admission (lease signing), tenant must provide evidence of the ability to legally obtain service connections for all utilities not provided by the PHA. Utilities may be in the name of the head/co-head/spouse or another adult whether or not a member of the household. (the applicant must supply the PHA with a copy of a signed agreement between the applicant and the person agreeing to turn on utilities in his/her name)</p>
			<b>Deleted:</b> Reasonable accommodation of the Tenant's guests or visitors for a period not to exceed fifteen (15) days per year is permitted
Lease		VII	<b>Added:</b> A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no more than 14 cumulative calendar days during any 12 month period.
Lease		VII (b) d	<b>Updated</b> Community service requirement to 96 hours per year rather than strict 8 hours per month
		VII(b)1.c.	<b>Deleted:</b> All adult members of the household (other than persons working or in school at the time of the appointment) must accompany the head of household to the recertification interview.
			<b>Deleted:</b> This Lease will not be revised to permit adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the Tenant and it does not result in overcrowding the unit Tenant is currently occupying.

			<b>Added:</b> This Lease will not be revised to permit adults to move back into the unit (within twelve (12) months of being removed from the lease) unless it is determined that the move is essential for the mental or physical health of the Tenant and it does not result in overcrowding the unit Tenant is currently occupying.
Lease		VII (k) 7	<b>Added:</b> Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the PHA's Violence Against Women Act Policy emergency transfer plan. The PHA will pay the cost of such emergency transfers.
Lease		IX(cc)	<b>Added:</b> Consumption of alcohol outside of the unit is prohibited. This prohibition extends to, but is not limited to, driveways, yards, porches, and walkways.
Lease		IX(dd)	<b>Deleted:</b> To assure that all minor children are off PHA streets, sidewalks and common grounds not later than 10:00 PM Sunday through Thursday and 11:00 PM Friday and Saturday. Minors will be permitted to return to their homes after these times, but cannot remain outside the buildings for any extended time. Two violations of this rule shall be grounds for termination of the Lease.
Lease		IX(gg)	<b>Added:</b> The PHA will accept a fourteen (14) day notice from Tenants being admitted to the Section 8 Voucher program.
Lease		IX (k)	<b>Deleted:</b> The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in a twenty-five \$25.00 dollar reactivation fee.  <b>Added:</b> The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in the following reactivation fees: 1) Tenant Removed Battery - \$20.00; 2) Damaged/removed/missing Smoke Detector - \$35.00. Notices of lease violation will be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.
Lease		IX (hh)	<b>Changed</b> to 30 day NTV to match ACOP
Lease		IX (pp)	<b>Changed</b> Community Service to 96 annual hours rather than strict 8 hours per month
Lease		IX (qq)	<b>Added:</b> To comply with the Smoke Free Policy. To insure quality of air and the safety of all public housing residents, pursuant to 24 CFR § 965, Subpart G, the PHA has declared that all buildings belonging to the housing authority and all areas within 25 feet of such buildings are smoke-free. Failure to comply with the PHA's Smoke-Free Housing Policy will result in lease termination and eviction.

Lease		VII(b)	<b>Deleted:</b> Fifteen (15) calendar days if any member of the household has been convicted of a felony.
Lease		XIV(a)	<p><b>Deleted:</b> If the Tenant and all other persons are absent from the dwelling unit for seven (7) consecutive days during the Lease term or any renewal or extension period while the rent is delinquent, the PHA may deem the unit abandoned if inspection shows that all or most of the Tenant's property has been removed.</p> <p><b>Added:</b> If the Tenant and all other persons appear to have moved out in the landlord's reasonable judgment; and clothes, furniture and personal belongings have been substantially removed from the unit; and no one has been in the unit for five (5) consecutive days while the rent is due and unpaid; or a period of five (5) days has expired after the death of a sole resident, the PHA will deem the unit abandoned.</p>
		XVI	<p><b>Added:</b> Limitation of Liability, Indemnification: Unless caused by PHA, PHA is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, personal injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Premises, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse PHA for any loss, property damage, or cost of repairs or service to the Premises caused by Tenant, Tenant's guests, any occupants, or any pets.</p> <p>Tenant agrees to indemnify, defend and hold PHA harmless from any injury (and any resulting or related claim, action, loss liability or reasonable expense, including attorney's fees and other fees and court and other costs) occurring in any portion of the premises will (A) survive the end of the term and (B) apply even if an injury is caused in whole or in part by the ordinary negligence or strict liability of the PHA, but will not apply to the extent an injury is caused by the gross negligence or willful misconduct of the PHA.</p>
Lease		XVII(d)	<b>Added:</b> (fourteen (14) days if the Tenant is admitting to the Section 8 Voucher Program)
Lease		XVII (g)	<b>Added:</b> The PHA will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence, sexual assault or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence, sexual assault or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of PHA to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other tenants, staff or those providing service to the property.

## Section 8 Administrative Plan

Document	Page	Section	
Admin Plan	3-8		<p><b>Deleted:</b> A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 60 cumulative calendar days during any 12-month period. Persons exceeding these limits without approval will be considered to be living in the unit as <b>an unauthorized</b> household member.</p> <p><b>Added:</b> A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Persons exceeding these limits without approval will be considered to be living in the unit as <b>an unauthorized</b> household member.</p>
Admin Plan	3-13 4-24		<p><b>Added:</b> The PHA will use the family income information and amounts existing at the time of the interview for the final determination of eligibility for a unit offer and rent calculation for the initial lease term.</p>
			<p><b>Delete:</b> If no longer eligible for a preference, the family will be placed on the waiting list at their original Time/Date or Lottery position.</p> <p><b>Added:</b> Information related to preferences will be collected at the interview to determine final eligibility in anticipation of making a unit offer. If, at that time, the family no longer qualifies for the preference(s) it claimed, the family will be placed back on the waiting list at their original Time/Date or Lottery position for selection at a later date.</p>
Admin Plan	3-30		<p><b>Added:</b> Any family member has been terminated from the HCV program due to program or lease violations, not otherwise noted above, during the previous three years.</p>
Admin Plan	4-15		<p>VAWA Emergency Transfer: Families who have been granted placement on the HCV waiting list due to an emergency VAWA transfer from the public housing program shall be placed above those with a “working family” preference. Placement via a VAWA emergency transfer is permissible even if the waiting list is otherwise closed.</p>
Admin Plan	4-16		<p><b>Added:</b> To be eligible for the working families preference, the head, spouse, cohead or sole member must be employed for a minimum of 20 hours per week at the time of the interview for the final determination of eligibility in anticipation of a unit offer.</p>
Admin Plan	4-20		<p><b>Added:</b> The PHA will use the family income information and amounts existing at the time of the interview for the final determination of eligibility for a unit offer and rent calculation for the initial lease term.</p>
Admin Plan	7-21		<p><b>Added:</b> The PHA offers a preference for working families, described in Chapter 4.</p> <p>The PHA may verify that the family qualifies for the working family preference based on the family’s submission of the working member’s most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.</p>

		<p>The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.</p> <p>To be eligible for the working families preference, the head, spouse, cohead or sole member must be employed for a minimum of 20 hours per week at the time of the interview for the final determination of eligibility in anticipation of a unit offer.</p> <p>If, at the time of final eligibility determination and unit offer, the family no longer qualifies for the working family preference, the family will be placed on the waiting list in date/time order based on the initial application date/time</p>
Admin Plan	8-12	<p><b>Deleted:</b> The PHA will not charge a fee for failed reinspections.</p> <p><b>Added:</b> The PHA will impose a \$25.00 reinspection fee to the owner for the first reinspection when:</p> <ul style="list-style-type: none"> <li>• The owner reports that an HQS deficiency has been repaired, but reinspection reveals that the deficiency has not been repaired; or</li> <li>• When the time for repairs has elapsed and the deficiency has not been repaired.</li> </ul> <p>The PHA may waive the fee if repairs for non-life threatening items were delayed due to circumstances beyond the owner’s control.</p> <p><b>Effective June 1, 2018</b></p> <hr/>
Admin Plan	8-14	<p><b>Deleted:</b> The unit must pass the HQS inspection on or before the effective date of the HAP contract.</p> <p><b>Added:</b> The PHA will approve assisted tenancy and start HAP for any unit that fails HQS inspection if the deficiencies identified during the inspection are non-life-threatening.</p> <p><i>Non-life threatening conditions</i> are defined as any conditions that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of <i>life-threatening</i> as defined in Section 8-I.C., Life-Threatening Conditions. Prior to approving assisted tenancy and executing the HAP contract, the PHA will ensure that the unit does not have any life-threatening deficiencies.</p> <p>The PHA will send written notice to the owner listing any non-life-threatening deficiencies and providing the owner with 30 calendar days, or a PHA-approved extension, to comply with HQS. If the non-life-threatening conditions are not corrected within notice period, the PHA will abate HAP until the unit is in compliance with HQS. The PHA will follow abatement policies listed in Section 8-II.G., Enforcing Owner Compliance.</p> <p>The owner may be in abatement for a maximum of 90 days before the PHA terminates the HAP contract in accordance with Section 8-II.G., Enforcing Owner Compliance.</p>

			<p>If the initial inspection identifies one or more non-life-threatening deficiencies, the PHA will notify the family in writing within 10 business days of the inspection of the deficiencies and offer the family the opportunity to decline to enter into an assisted lease without losing their voucher. The notice to the family will also state that, if the owner fails to correct the non-life-threatening deficiencies, the PHA will terminate the HAP contract, and the family must move to another unit in order to continue receiving assistance. <b>Effective June 1, 2018</b></p>
<b>Admin Plan</b>	8-17		<p><b>Deleted:</b> Each unit under HAP contract must be inspected within 12 months of the last full HQS inspection.</p> <p><b>Added:</b> Each unit under HAP contract must be inspected biennially within 24 months of the last full HQS inspection. If a unit is found to have a life-threatening HQS fail, the owner of that unit will be required to participate in annual inspections for all units for the period of 24 months before being returned to biennial inspections. This does not apply to life-threatening HQS fails caused by tenants. One or more substantiated complaints will also require the owner of that unit to participate in annual inspections for all units for the period of 24 months before being returned to biennial inspections. The PHA reserves the right to require annual inspections of any owner at any time.</p> <p><b>Effective June 1, 2018</b></p>
<b>Admin Plan</b>	16-62		<p><b>Deleted:</b> Emergency transfers will not take priority over waiting list admissions for these programs.</p> <p><b>Added:</b> Emergency transfers will take priority over “working family” preferences on the waiting list for new admissions to these programs.</p>



### Changes to Maintenance Charges

Item	Old Charge	Proposed Charge
Screen Door Metal	275.00	300.00
Window Shades	25.00	35.00
Window Screens	50.00	60.00
Light Fixture-Interior	35.00	40.00
Light Fixture-Exterior	35.00	40.00
Replace Toilet	130.00	150.00
Replace Tank Lid	40.00	50.00
Replace Toilet Seat	25.00	35.00
Replace Toilet Tank	85.00	100.00
Replace Bathroom Sink Faucet	75.00	80.00
Replace Kitchen Sink Faucet	160.00	180.00
Re-key first lock	35.00	40.00
Re-key additional locks (each)	20.00	25.00
Lockouts (lost Keys)	35.00	40.00
Lost Keys after hours	75.00	85.00

### Proposed Security Deposit Increase

Bedroom Size	1	2	3	4	5	6
<b>Current Amount</b>	\$150	\$150	\$200	\$200	\$250	\$250
<b>Proposed Amount</b>	<b>\$200</b>	<b>\$200</b>	<b>\$250</b>	<b>\$250</b>	<b>\$300</b>	<b>\$300</b>