

**ADMISSIONS AND CONTINUED
OCCUPANCY FOR THE MCCOOK HOUSING
AGENCY PUBLIC HOUSING PROGRAM**

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This Admissions and Continued Occupancy Policy defines the McCook Housing Agency's policies for the operation for the Public Housing Program, incorporating federal, state, and local law. If there is any conflict between this policy and the laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the McCook Housing Agency to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the McCook Housing Agency housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the McCook Housing Agency will provide Federal/State/local information to applicants and participants in the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the McCook Housing Agency office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The McCook Housing Agency will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the housing discrimination form. The McCook Housing Agency will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the McCook Housing Agency housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the McCook Housing Agency will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the McCook Housing Agency will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also have opportunity to receive a Request for Reasonable Accommodation form.

Notifications of reexaminations, inspections, appointments, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMODATION

- A. Is the requestor a person with disabilities? For this purpose, the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the McCook Housing Agency will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the McCook Housing Agency will obtain documentation that the requested accommodation is needed due to the disability. The McCook Housing Agency will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The McCook Housing Agency's business is housing. If the request would alter the fundamental business that the McCook Housing Agency conducts, that would not be reasonable. For instance, the McCook Housing Agency would deny a request to have the McCook Housing Agency do grocery shopping for the person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the McCook Housing Agency may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally, the individual knows best what they need; however, the McCook Housing Agency retains the right to be shown how the requested accommodation enables the individual to access or use the McCook Housing Agency's programs or services.

If more than one accommodation is equally effective in providing access to the McCook Housing Agency's programs and services, the McCook Housing Agency retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the McCook Housing Agency if there is no one else willing to pay for the modifications. If another party pays for the modification, the McCook Housing Agency will seek to have the same entity pay for any restoration.

If the tenant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications, at their own expense, The McCook Housing Agency will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved, i.e. disturbing the peaceful enjoyment of others, etc.

3.0 FAMILY OUTREACH

The McCook Housing Agency will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the McCook Housing Agency will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The McCook Housing Agency will also try to utilize public service announcements.

The McCook Housing Agency will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referrals of their clients to the program.

4.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

5.0 REQUIRED POSTINGS

The McCook Housing Agency will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The statement of policies and procedures governing Admission & Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and resident facilities and operation hours
- D. Income Limits for Admission
- E. Excess utility charges
- F. Utility allowance schedule
- G. Current Schedule of routine maintenance charges
- H. Dwelling lease
- I. Grievance procedure
- J. Fair housing poster
- K. Equal opportunity in employment poster
- L. Any current McCook Housing Agency notices

6.0 RECEIVING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance and all adult household members are required attend a face to face interview. Accommodations may be made if the adult household members need to be interviewed at separate times. Applications will be accepted during regular business hours at:

502 Missouri Avenue Circle, McCook, NE 69001

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the McCook Housing Agency jurisdiction, the McCook Housing Agency may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the McCook Housing Agency will verify the information.

Applications may be made in person at the McCook Housing Agency, 502 Missouri Avenue Circle McCook, NE. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the McCook Housing Agency.

Persons with disabilities who require a reasonable accommodation in completing an application may contact the McCook Housing Agency to make special arrangements to complete their application.

The application process for housing assistance requires the family to provide basic information establishing the family's placement on the waiting list.

Upon receipt of the family's application, the McCook Housing Agency will make a preliminary determination of eligibility. The McCook Housing Agency will notify the family in writing of the date and time of placement on the waiting list, and the approximated wait before housing may be offered. If the McCook Housing Agency determines the family to be ineligible, the notice will state the reason and will offer the family the opportunity to an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income or address. The McCook Housing Agency will annotate the applicant's file and will update their place on the waiting list. Confirmation of the change will be confirmed with family in writing.

7.0 ELIGIBILITY FOR ADMISSION

7.1 INTRODUCTION

There are eligibility requirements for admission to public housing.

The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

(2) A group of persons residing together and such group includes, but are not limited to:

- (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- (ii) An elderly family in which the head or co-head is age 62 or older;
- (iii) A near-elderly family in which the head or co-head is age 50-61;
- (iv) A disabled family in which the head or co-head is disabled as determined by Social Security;
- (v) A displaced family; and
- (vi) The remaining member of a tenant family.

7.2 ELIGIBILITY CRITERIA

The family must have income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of Social Security numbers, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet the McCook Housing Agency screening criteria in order to be admitted to Public Housing.

7.3 INCOME ELIGIBILITY

1. To be eligible for admission to Public Housing the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the area median income.
 - A. Income limits apply only at admission and are not applicable for continued occupancy.
 - B. A family may not be admitted to the Public Housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the McCook Housing Agency.
 - C. If the McCook Housing Agency acquires a property for federal public housing purposes, the families living there must have income within the low-income limit in order to be eligible to remain as public housing tenants.
 - D. Income limit restrictions do not apply to families transferring between units within our public housing program.
 - E. If there are no eligible families on the waiting list and the McCook Housing Agency has published a 30 day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

7.4 CITIZENSHIP/ELIGIBILITY STATUS

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

An application for a birth certificate may be given to an applicant to acquire documentation of citizenship. Up to 30 days of additional time will be given to applicants that apply for replacement birth certificates. Applicants without sufficient financial resources may apply for assistance to obtain citizenship documentation.

- A. Family eligibility for assistance.
 1. A family shall not be eligible for assistance unless every member of the family residing in the unit is

determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)

- B. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

7.5 SOCIAL SECURITY NUMBER DOCUMENTATION

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one. An application for a Social Security card will be given to the applicant.

The McCook Housing Agency allows a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years.

An extension of one additional 90-day period will be granted if the McCook Housing Agency determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

For example, an applicant may be able to demonstrate timely submission of a request for an SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, the PHA or processing entity must impose appropriate penalties, in accordance with 24 CFR 5.218.

(3) Failure of the participant to disclose a SSN by the deadline specified in paragraph (c)(2) of this section will result in termination of the assistance or tenancy, or both, of the participant and the participant's household.

7.6 SIGNING CONSENT FORMS

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
 - A. The consent form must contain, at a minimum, the following:
 - B. A provision authorizing HUD or the McCook Housing Agency to obtain from State Wage Information Communication Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

- C. A provision authorizing HUD or the McCook Housing Agency to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- D. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- E. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

7.7 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The McCook Housing Agency will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, McCook Housing Agency employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The McCook Housing Agency will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 - 4. History of disturbing neighbors or destruction of property;
 - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The McCook Housing Agency will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The McCook Housing Agency will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members;
 3. A criminal background check on all adult household members, including live-in aides. This check will be made through the internet, State or local law enforcement or court records.
 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances and appurtenances. The inspection may also consider any evidence of criminal activity; and
 5. A check of the State's sex offender registration program for each adult household member, including live-in aides. No individual registered as a sex offender will be admitted to Public Housing.

7.8 GROUNDS FOR DENIAL

The McCook Housing Agency is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the 30 day time frame;
- C. Have failed to respond to a written request within 30 days for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property,

and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. If no additional crimes related to violence or drugs are evidenced for a 3 year time period prior to the application, applicants will not be denied housing due to criminal activity. The McCook Housing Agency may deny assistance to any household whose member exhibits continuous criminal activity.

- G. Have a history of disturbing neighbors or destruction of property:
- H. Currently owes rent or other amounts to any housing agency in connection with the Public Housing or Section 8 Programs. Assistance will not be denied to applicants who sign a repayment agreement with the agency in question, make all payments in good faith, and the contract is agreed upon by all parties.
- I. Have committed fraud, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Have a household member who was evicted from public housing within the last three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Have a household member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Have a household member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The McCook Housing Agency may waive this requirement if:
 - 1. The person demonstrates to the McCook Housing Agency's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any McCook Housing staff or residents;
- N. Have a household member who has been evicted from public housing;
- O. Have a household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a family member with a current registration under a State sex offender registration program.

7.9 INFORMAL REVIEW

- A. If the McCook Housing Agency determines that an applicant does not meet the criteria for receiving public housing assistance, the McCook Housing Agency will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The McCook Housing Agency will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the McCook Housing agency, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objection to the McCook Housing Agency's decision. The McCook Housing Agency must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the McCook Housing Agency provide for an informal hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

- C. The McCook Housing Agency maintains a log of hearing officer decisions and the log is available to the hearing officer, prospective complainants and his representative. The log includes the date of the hearing decisions, the general reason for the grievance hearing, and

whether the decision is in favor for the complainant or the McCook Housing Agency.

8.0 MANAGING THE WAITING LIST

8.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations for applicants.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing Logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

8.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the McCook Housing Agency and the applicant will be documented in the applicant file.

8.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The McCook Housing Agency must notify the family in writing of this determination and give the family the opportunity for an informal review.

8.4 PURGING THE WAITING LIST

The McCook Housing Agency will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the McCook Housing Agency has current information, i.e. applicant's address, family composition, income category.

8.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The McCook Housing Agency will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C.. The applicant does not meet either the eligibility or suitability criteria for the program.

8.6 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the McCook Housing Agency taking action to terminate the family's assistance.

8.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the McCook Housing Agency, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The McCook Housing Agency system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that they failed to respond to a request for information or updates was caused by a disability and the disability caused the failure to respond and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant of the waiting list based on the date and time of the original application.

9.0 TENANT SELECTION AND ASSIGNMENT PLAN

Buildings designed for the elderly and disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families.

Accessible units: Accessible units will be first offered to families who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

9.1 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the McCook Housing Agency will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of 6 will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster-adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines- A family may request a smaller unit size than the guideline allows. The McCook Housing Agency will allow the smaller size unit so long as the family will sign a certification stating they understand they will be ineligible for a larger size unit for 1 year or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guideline- A family may request a larger unit size than the guidelines allow. The McCook Housing Agency will allow the larger size unit if the family

provides a verified medical need that the family be housed in a larger unit.

- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the large unit applies and there is a smaller unit available. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

9.2 SELECTION FROM THE WAITING LIST

The McCook Housing Agency shall follow the statutory requirement that at least 40% of the newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the income of newly admitted families and the income of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

Section 238 of HUD's FY 2014 Appropriations Act¹ amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define ELI families as very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

9.3 DECONCENTRATION POLICY

It is McCook Housing Agency policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The McCook Housing Agency will affirmatively market our housing to all eligible income groups. Lower income applicants will not be steered toward lower income developments and high income applicants will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

9.4 DECONCENTRATION INCENTIVES

The McCook Housing Agency may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

9.5 OFFER OF A UNIT

When the McCook Housing Agency, discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The McCook Housing Agency will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the McCook Housing agency regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the McCook Housing Agency will send the family a letter documenting the offer and the rejection.

9.6 REJECTION OF UNIT

If in making the offer to the family the McCook Housing Agency skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the McCook Housing Agency did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive and the family rejects the unit without good cause, the family will forfeit their application's date and time. The application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reason related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

9.7 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. Reasonable extensions will be allowed with approval by the Director.

Families who accept an offered unit must physically move into the vacant unit in a reasonable amount of time. Apartments will not be available to absentee tenants, regardless of payment for rent and utilities and signing of lease.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when

they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowance, utility changes, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Agency personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the McCook Housing Agency will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the family's total tenant payment or \$25 whichever is greater.

In exceptional situations, the McCook Housing Agency reserves the right to allow a new resident to pay their security deposit in up to four (4) payments. One fourth shall be paid in advance, one fourth with their second rent payment, one fourth with their third rent payment, and one fourth with their fourth rent payment. This shall be at the sole discretion of the Housing Agency.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

10.0 INCOME, EXCLUSIONS FROM INCOME, AND EARNED INCOME DISREGARD

To determine annual income, the McCook Housing Agency counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the McCook Housing Agency subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

10.1 INCOME

- a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) 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 depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where 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;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.* (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

10.2 EXCLUDED INCOME

Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) 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);

(3) 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 (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of **student** financial assistance paid directly to the **student** or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) 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 a family member 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;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) 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;

(11) Earnings in excess of \$480 for each full-time **student** 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) 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;

(16) 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; or

(17) 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.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under the Federal Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the McCook Housing Agency

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the McCook Housing Agency believes that past income is the best available indicator of expected future income, the McCook Housing Agency may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

The McCook Housing Agency will not provide exclusions from income in addition to those already provided for by HUD.

10.3 EARNED INCOME DISREGARD

The purpose of the EID is to encourage self-sufficiency by rewarding family members who go to work or earn additional income. Under the EID regulations all or part of the additional income earned by these persons is temporarily excluded from annual income so that it does not produce a rent increase.

Once a family member is determined to be eligible for the EID, the 24-calendar month period starts;

During the 24-calendar month period, EID benefits are recalculated based on changes to family member income and employment;

During the first 12-calendar month period all increased income resulting from the qualifying employment of the family member is excluded.

After the first 12-calendar month period 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income) is excluded;

The EID benefit is limited to a lifetime 24-month period for the qualifying family member;

At the end of the 24 months, the EID ends regardless of how many months were "used."

The amount of the disallowance depends on the following factors:

- The income of the family member was receiving prior to qualifying for the EID
- The income the family member is currently receiving

To qualify for the EID a public housing family must experience an increase in annual income that is the result of ONE of the following three events:

1. New employment by a family member who was previously unemployed for one or more years prior to employment
 - A. The definition of previously unemployed includes a person who has earned not more than could be earned working 10 hours per week for 50 weeks at minimum wage.
2. Increased earnings by a family member whose earnings increased during participation in an economic self-sufficiency program or other job-training program.
 - A. The definition of an economic self-sufficiency program is defined as any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families such as:
 - Job training, employment counseling, workfare, work placement and apprenticeship programs,
 - Programs for educations, basic skills training, English proficiency, and financial or household management,
 - Programs that ready residents for work such as substance abuse and mental health treatment programs.

3. New employment or increased earnings by a family member who has receive TANF benefits or services within the past six months
 - If the TANF is received in the form of monthly maintenance, there is no minimum amount.
 - If the TANF is received in another form, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over a six-month period must be at least \$500.

11.0 Verification

The McCook Housing Agency will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification or Enterprise Income Verification (EIV). Third party verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the McCook Housing Agency or automatically by another government agency, i.e. the Social Security Administration. EIV is information obtained electronically by computer matches. This method is used to obtain information regarding income and may be used if third party verification is not obtainable and the family does not have written verification. Verification forms and reports received from all sources will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the McCook Housing Agency will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the McCook Housing Agency has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification, EIV documentation, nor hand-carried verification can be obtained, the McCook Housing Agency will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

11.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the McCook Housing Agency will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	Social Security, Health & Human Services, etc.	Voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employment	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter (dated within 60 days), letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State or local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program	Evidence of job start

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	completion	

11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID, or military DD214 Form.) The McCook Housing Agency will make a copy of the individual's INS documentation and place the copy in the file. The McCook Housing Agency also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the McCook Housing Agency will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the McCook Housing Agency determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Public Housing unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Public Housing for a period of 24 months from the date of termination.

11.4 TIMING OF VERIFICATION

Verification must be dated within 120 days of certification or reexamination for all methods of verification. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Agency will verify and update only those elements reported to have changed.

11.5 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

12.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

12.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

12.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$50.00**, but never more than the flat rent. In the case of a family who has qualified for the income exclusion at Section 11.2 (H) (11), upon the expiration of the 12 month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12 month period following the 12 month period of disallowance, the resulting rent increase will be capped at 0 percent of the rent increase the family would have otherwise received.

12.3 MINIMUM RENT

The McCook Housing Agency has set the minimum rent as \$50.00. However, if the family requests a hardship exemption, the McCook Housing Agency will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Agency can determine whether a hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly. Households may be denied hardship exemptions due to funding availability.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No hardship. If the Housing Agency determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Agency for the time of suspension.
3. Temporary hardship. If the Housing Agency determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Agency will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Agency on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Agency determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Agency's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

12.4 THE FLAT RENT

The McCook Housing Agency will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective 10/14/2014. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option.

The McCook Housing Agency will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
- McCook Housing Agency will present two rent options to the family as follows:
 1. The lower of the product of the calculation and the updated flat rental amount; and
 2. The income-based rent.

12.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and

The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no

longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The McCook Housing Agency will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the McCook Housing Agency will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the McCook Housing Agency. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

12.6 UTILITY ALLOWANCE

The McCook Housing Agency shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the McCook Housing agency will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliance, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the McCook Housing Agency. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For McCook Housing Agency paid utilities, the McCook Housing Agency will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the McCook Housing Agency will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the McCook Housing Agency for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of McCook Housing Agency purchased utilities or from payment of utility supplier billings in excess of the utility allowance for Tenant-paid utility costs may be granted by the McCook Housing Agency on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

12.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at 502 Missouri Avenue Circle. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the first of the month, a Notice to Vacate will be issued to the tenant on the 14th day. In addition, a \$5.00 late charge will be charged on the 6th business day of the month. Then \$1.00 per day for every day after the 6th of the month, until the entire rent is paid. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge for processing costs. The amount of the additional charge will be equal to the amount charged by the bank for the insufficient fund check. The McCook Housing Agency will no longer accept personal checks from that tenant. The tenant will have to pay by cash or money order.

13.0 RECERTIFICATION

At least annually the McCook Housing Agency will conduct a reexamination of family income and circumstances, unless eligible for Streamlined Recertifications. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

13.1 GENERAL

The McCook Housing Agency will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter includes, for those families paying the formula

method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the McCook Housing Agency will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

13.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the McCook Housing Agency taking eviction actions against the family.

13.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. A fact sheet about formula rents that explain the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child-care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- E. The dates upon which the McCook Housing Agency expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

- F. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- G. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, the McCook Housing Agency will send a reexamination letter to the family offering the choice between a flat or formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the McCook Housing Agency may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the McCook Housing Agency representative, they may make the selection on the form and return the form to the McCook Housing Agency. In such case, the McCook Housing Agency will cancel the appointment.

13.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the McCook Housing Agency will determine the family's annual income and will calculate their rent as follows:

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$25.00, but never more than the flat rent.

13.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

13.6 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the McCook Housing Agency between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. A significant change increasing household income of 25% or more per month

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The McCook Housing Agency will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the McCook Housing Agency will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the McCook Housing Agency will take timely action to process the interim reexamination and recalculate the tenant's rent.

13.7 SPECIAL REEXAMINATIONS

If the family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the McCook Housing Agency may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

13.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which

the family receives notice of the new rent amount. If the family causes the delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

13.9 STREAMLINED ANNUAL REEXAMINATION FOR FIXED SOURCES OF INCOME

McCook Housing Agency will conduct streamlined income redeterminations for fixed-income households (once every three years).

The term “fixed-income” includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

A streamlined income determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

This provision is available for program participants only and may be implemented at the family’s next annual reexamination. The provision is not available for program applicants; in the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year McCook Housing Agency will determine whether a source of income is fixed. McCook Housing Agency may do this by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed.

McCook Housing Agency may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. McCook Housing Agency will document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment will be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one 1 income amount, as previously adjusted by a COLA).

For any family member whose income is determined pursuant to a streamlined income determination, *third-party verification of all income amounts for all family members must be performed at least every three years*. This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts.

This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the McCook Housing Agency must obtain third-party verification of all income amounts for that family member at the next reexamination.

Third-party verifications are required for medical expenses and other deductions to income.

Family Declaration of assets under \$5000.

The McCook Housing Agency obtain third-party verification of all family assets upon admitting a family to the public housing program and then again at least every 3 years thereafter.

During the intervening annual reexaminations will accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then the PHA does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets.

The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$5,000.

14.0 UNIT TRANSFERS

14.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing

accommodations.

- E. To provide an incentive for families to assist in meeting the McCook Housing Agency's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

14.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. These transfers are the first priority.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed. These transfers are given second priority.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to meet certain McCook Housing Agency occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the McCook Housing Agency when a transfer is the only or best way of solving a serious problem. These transfers are given third priority.

14.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

14.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median income) predominates and wish to move to a development where their income category does not predominate.

- A. Have been a tenant for three years;
- B. The family is current in the payment of all charges owed the McCook Housing Agency and has not paid late rent for at least one year;
- C. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- E. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Agency staff.

14.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other change (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the McCook Housing Agency and the family rejects two offers without good cause, the McCook Housing Agency will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the McCook Housing Agency's optimum occupancy standard, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per bedroom.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty. Turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

14.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police;
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (the family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family

caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the McCook Housing Agency in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the McCook Housing Agency has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

14.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the McCook Housing Agency. This means the family must be in compliance with their lease, current in all payment to the Housing Agency, and must pass a housekeeping inspection.

14.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the McCook Housing Agency may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The McCook Housing Agency will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The McCook Housing Agency will grant or deny the transfer request, in writing, within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

14.9 RIGHT OF THE MCCOOK HOUSING AGENCY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigned units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

15.0 INSPECTIONS

An authorized representative of the McCook Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made and the statement will be signed by both parties with a copy retained in the McCook Housing Agency file and a copy given to the family member if requested. An authorized McCook Housing Agency representative will inspect the premises at the time the resident vacates and

will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any resident damages to the unit.

15.1 MOVE-IN INSPECTIONS

The McCook Housing Agency and an adult member of the family will inspect the unit at the signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

15.2 ANNUAL INSPECTIONS

The McCook Housing Agency will inspect each public housing unit annually to ensure that each unit meets the McCook Housing Agency's housing standard. Work orders will be submitted and completed to correct any deficiencies.

15.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization and the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provides other minor servicing that extends the life of the unit and its equipment.

15.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the McCook Housing Agency.

15.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the McCook Housing Agency will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

15.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the McCook Housing Agency will give the tenant at least two (2) days written notice.

15.7 EMERGENCY INSPECTIONS

If any employee of the McCook Housing Agency has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice.

The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

15.8 MOVE-OUT INSPECTIONS

The McCook Housing Agency conducts the move-out inspection after the tenant

vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

16.0 ANIMAL POLICY

All residents may own a common household animal as long as the resident maintains the animal:

- Responsibly and
- In compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations and
- In accordance with the McCook Housing Agency Animal Policies.

All animals MUST be registered with the McCook Housing Agency office. Assistive animals are not considered to be pets and deposits for an assistive animal is not required. Tenants must receive a pet permit to keep any animal on the premises. This privilege may be revoked at any time subject to the McCook Housing Agency grievance procedure if the animal becomes destructive, a nuisance, or safety hazard to other tenants, Housing Agency Staff or if tenant/owner fails to comply with the following regulations:

Common household pets shall mean domesticated animals such as a dog, cat, bird, and fish.

- Reptiles, insects, rodents, and arachnids are not considered common household pets.

16.1 APPROVAL

Residents must have the prior approval of the Housing Agency before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership form that must be fully completed before the Housing Agency will approve the request.

16.2 TYPES AND NUMBER OF ANIMALS

The McCook Housing Agency will allow only domesticated dogs, cats, caged birds. All dogs and cats must be neutered or spayed.

- A. A maximum number of 1 animal per unit.
- B. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
- C. No animal may exceed 14 inches to the shoulder in height.

16.3 INOCULATIONS

In order to be registered, animals must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

16.4 ANIMAL DEPOSIT

An animal deposit of \$150.00 is required at the time of registering your animal. The deposit is refundable when the animal or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. The deposit may be paid in monthly installments of \$10 per month after an initial deposit of \$50.

16.5 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps an animal in their dwelling unit will be required to pay for any damages caused by the animal. Also, any animal -related insect infestation in the owner's unit will be the financial responsibility of the animal owner and the McCook Housing Agency reserves the right to exterminate the unit and charge the tenant for the expense.

16.6 NUISANCE OR THREAT TO HEALTH OR SAFETY

The animal and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or McCook Housing Agency personnel regarding the animal disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the animal or move him/herself.

16.7 DESIGNATION OF ANIMAL AREAS

Animals must be kept in the owner's apartment or on a leash at all times when outside (no out-door cages may be constructed). Animal owners must clean up after their animal and are responsible for disposing of animal waste.

16.8 VISITING ANIMALS

Pets that meet the size and type criteria outlines above may visit the project/buildings where pets are allowed for up to two weeks with McCook Housing Agency approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

16.9 REMOVAL OF ANIMALS

The McCook Housing Agency, or an appropriate community authority, can require the removal of any animal from an apartment, if the animal's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

If animals are left unattended for twenty-four hours or more the McCook Housing Agency shall enter the unit to remove the animal and transfer it to the proper Animal Control authorities or to a designated caregiver listed on the tenant's animal permit.

17.0 SERVICE ANIMALS AND ASSISTANCE ANIMALS

Service animals and assistance animals are not considered pets and are not subject to McCook Housing Agency pet policies.

17.1 DEFINITIONS OF SERVICE ANIMALS AND ASSISTANCE ANIMALS

A service animal is any animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability including a physical, sensory, psychiatric, intellectual, or other mental disability.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or are animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Service and Assistance animals perform many disability-related functions, including but not limited to:

- Guiding blind or low-vision individuals
- Alerting deaf or hearing-impaired individuals
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

17.2 DOCUMENTATION

Tenants must provide documentation from their health care provider that the animal is required due to a disability and what tasks the animal has been trained to perform, if appropriate.

- The assistance animal must be requested by a person with a disability, and
- There must be a disability-related need for the service animal, and
- The request must be reasonable.

17.3 REMOVAL OF SERVICE ANIMALS OR ASSISTANCE ANIMALS

If there is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, or there is reliable objective evidence that the animal would cause substantial physical damage to the property of others, the McCook Housing Agency will refuse to permit the animal.

All lease provisions apply, including maintaining a clean, sanitary unit and ensuring neighbors enjoy the premises in a peaceful, quiet, nonthreatening environment. Inoculations as required of pets shall also be required of Service Animals and Assistance Animals. Owners must clean up after their Service Animals and Assistance Animals and are responsible for disposing of pet waste.

18.0 REPAYMENT AGREEMENTS

When a resident owes the McCook Housing Agency back charges and is unable to pay the balance by the due date, the resident may request that the McCook Housing Agency allow them to enter into a Repayment Agreement. The McCook Housing Agency has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

19.0 TERMINATION

19.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent and utilities (if applicable) to the end of the notice period.

19.2 TERMINATION BY THE HOUSING AGENCY

The McCook Housing Agency will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Non payment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing agency approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the McCook Housing Agency;
- K. Non-compliance with non-Citizen rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without prior written approval of the Housing Agency; and
- M. Other good cause.

The McCook Housing Agency will take immediate action to evict any household member that includes an individual who is required to register under a state sex offender registration program.

19.3 ABANDONMENT OF UNIT

The McCook Housing Agency will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a representative of the McCook Housing Agency may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold or disposed of. If the McCook Housing Agency does not have a new address for the resident, the notice will be mailed to the last known address so that it may be forwarded by the Post Office.

If the total value of the property is estimated at less than \$250.00, the McCook Housing Agency will mail a notice of the sale or disposition to the resident and then wait 14 days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 14 days after the McCook Housing Agency mails the notice of abandonment.

If the estimated value of the property is more than \$250.00 the McCook Housing Agency will mail a notice of the sale or disposition to the resident and then wait 180 days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money or damages owed by the family to the McCook Housing Agency. If there is any money left over and the family's forwarding address is known the McCook Housing Agency will mail it to the family. If the address is unknown the McCook Housing Agency will keep it for the resident for one year, if it is not claimed within that timeframe ownership shall go to the State of Nebraska.

Within 14 days of learning of abandonment, the McCook Housing Agency will either return the deposit or provide a statement of why the deposit was kept.

19.4 RETURN OF THE SECURITY DEPOSIT

After a family moves out, the McCook Housing Agency will return the security deposit within 14 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and rear or damage that existed when the family moved in.

The McCook Housing Agency will be considered in compliance with the above if the required payment, statement, or both are deposited in the U.S. mail with first class postage paid within 14 days.

20.0 PROCEDURES IN THE TIME OF CRISIS

In times of crisis rules and procedures shall be modified or suspended with the approval of the Board of Commissioners. The revision of these rules and procedures shall include but not be limited to:

- Eliminating face to face contact in respect to applications, reviews, move in, move out, briefings and inspections and
- Forwarding telephone calls to staff home or cell phones when housing authority offices are closed by order of the state or federal government and
- Suspending all work orders that are not an emergency and
- Eliminating all travel, training, and any other staff activities and
- Eliminating all resident activities such as social gatherings and
- Encourage all residents to conduct contact between residents and staff by mail or telephone.

These modifications shall remain in place throughout the time of the crisis.