

Cambridge EDA Meeting – Monday December 18, 2023, 5:45 pm
City Council Chambers, 300 3rd Avenue NE
 Meeting Announcement and Agenda

Members of the audience are encouraged to follow along with the meeting's agenda. Agendas are available on the table just outside the Council Chambers entrance door.

Tentative Time	Agenda Item
5:45 pm	1. Call to Order
	2. Approval of Agenda
	3. Consent Agenda
	A. Approval of November 20, 2023 and December 4, 2023 meeting minutes (p. 2)
	B. Approve EDA Draft October 2023 Financial Statements (p. 5)
	C. Approve EDA Admin Division Bills Checks #127685 - #127903 Totaling \$12,952.52 (p. 22)
	D. Housing Supervisor's Report (p. 31)
	E. Resident Meeting Minutes (p. 32)
	4. Work Session
	5. Unfinished Business
	6. New Business
	A. Public Hearing on PHA Plan for 2024-2028 (p. 33) (1) Approve Resolution EDA R23-006 Adopting the PHA Plan for 2024-2028 (p. 38)
	B. Public Hearing on Amended 2021 & 2021 PHA Plan & 5 Year (p. 39)
	C. Public Hearing on Admission and Continued Occupancy Policy (ACOP) and No Smoking Policy (p. 41)
	D. Pregnancy Resource Center Lease Renewal (p. 134)
	7. Adjourn

Notice to the hearing impaired: Upon request to City Staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

Cambridge Economic Development Authority (EDA)

Regular Meeting Minutes – November 20, 2023

A regular meeting of the Cambridge Economic Development Authority (EDA) was held at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: EDA members Bob Shogren, Mark Ziebarth, Lisa Iverson, Jim Godfrey and Aaron Berg.

Staff present: Executive Director Moe, City Administrator Vogel, Deputy City Administrator Smith, Police Chief Schuster, and Assistant to the City Administrator Seiberlich.

Call to Order

Shogren called the meeting to order at 5:45 p.m.

Approval of Agenda

Berg moved, seconded by Godfrey, to approve the agenda. Motion carried unanimously.

Consent Agenda

Iverson moved, seconded by Ziebarth, to approve consent agenda items A – E:

- A. Approval of October 16, 2023 meeting minutes
- B. Approve EDA Draft September 2023 Financial Statements
- C. Approve EDA Admin Division Bills Checks #127360 - #127663 Totaling \$31,295.93
- D. Housing Supervisor's Report
- E. Special Meeting for Budget Adoption

Upon roll call, all ayes, no nays. Motion carried unanimously.

Work Session

There were no items under the work session.

Unfinished Business

A Public Hearing Called for 11/20/2023

Prior to the Board adopting the revised changes to the Admissions & Continued Occupancy Policy, the policies must be posted for 45- days and a public hearing must be held.

On September 18, 2023, EDA Board Meeting the changes to the 2023 ACOP was scheduled for a public hearing on November 20, 2023. Due to the public notice being posted in the incorrect legal newspaper we need to reschedule the public hearing.

Godfrey motioned, seconded by Ziebarth, to call for a public hearing on the 2023 Admission & Continued Occupancy Policy Updates on December 18, 2023, at 5:45 p.m. All voted aye, no nays, motion passed unanimously.

B Amended lease for Mondo's Pet Depot – City Center Mall

Smith presented the amended lease for Mondo's Pet Depot. Estimates to complete required work. Flooring, removing center wall, plumbing, electrical. \$43,729 to be built into the length of the lease, changing to 4 years, \$10,000 down payment as well as last month's rent. Improvement overall, flooring is old, easily changed for future tenants.

Godfrey motioned, seconded by Ziebarth to approve the amended lease as presented. All voted aye, no nays, motion passed unanimously.

New Business

There were no items under new business.

Adjournment

Iverson moved, seconded by Godfrey, to adjourn the meeting at 5:50 p.m. Motion carried unanimously.

ATTEST:

Bob Shogren, President

Caroline Moe, Executive Director

Cambridge Economic Development Authority (EDA)
Special Meeting Minutes – December 4, 2023

A special meeting of the Cambridge Economic Development Authority (EDA) was held at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: EDA members Bob Shogren, Lisa Iverson, Jim Godfrey and Aaron Berg.

Members Absent: EDA member Mark Ziebarth.

Staff present: Executive Director Moe, City Administrator Vogel, Deputy City Administrator Smith, and Assistant to the City Administrator Seiberlich.

Call to Order

Shogren called the meeting to order at 7:52 p.m.

Approval of Agenda

Berg moved, seconded by Iverson, to approve the agenda. Motion carried unanimously.

New Business

3A 1&2 2024 EDA Admin and Housing Budget Adoption

Moe presented both the 2024 Admin and Housing budgets. EDA Admin budget funds economic development and mall operations, the housing division is primarily funded by HUD dollars.

Iverson motioned, seconded by Godfrey, to approve EDA Resolution R23-004 Adopting EDA Administration Division Budget and R23-005 Adopting EDA Housing Division Budget. All voted aye, no nays, motion passed unanimously.

Adjournment

Berg moved, seconded by Godfrey, to adjourn the meeting at 7:53 p.m. Motion carried unanimously.

Bob Shogren, President

ATTEST:

Caroline Moe, Executive Director

CITY OF CAMBRIDGE
BALANCE SHEET
OCTOBER 31, 2023

LOW RENT PROGRAM-BRIDGE PARK

ASSETS

901-10102	INVESTMENTS--PBC	121,688.04	
901-10200	EDA OPERATING ACCOUNT-LOW RENT	328,245.81	
901-16100	LAND AND LAND IMPROVEMENTS	134,042.37	
901-16200	BUILDINGS AND STRUCTURES	474,877.78	
901-16250	BUILDING IMPROVEMENTS	1,317,760.79	
901-16300	SITE IMPROVEMENTS	103,618.10	
901-16350	NON-DWELLING STRUCTURES	76,009.20	
901-16400	FURNITURE, EQUIPMENT, MACH-DWE	34,782.90	
901-16450	FURN, EQUIP, MACH-ADMIN	38,854.91	
901-16460	ACCUM DEPREC-FURN,EQUIP- ADMIN	(1,798,444.35)	
TOTAL ASSETS			831,435.55

LIABILITIES AND EQUITY

LIABILITIES

901-20100	AP ALLOCATED TO OTHER FUNDS	2,759.30	
901-21650	ACCRUED VACATION & SICK PAY	1,614.38	
901-22600	TENANT SECURITY DEPOSITS	39,478.92	
TOTAL LIABILITIES			43,852.60

FUND EQUITY

901-27200	UNRESTRICTED NET ASSETS	406,795.54	
901-27300	INVESTED IN CAPITAL ASSETS	301,555.77	
901-27400	HUD OPERATING RESERVE MEMO	227,249.46	
901-27500	HUD OPERATING RESERVE CONTRA	(227,249.46)	
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		79,231.64	
BALANCE - CURRENT DATE		79,231.64	
TOTAL FUND EQUITY			787,582.95
TOTAL LIABILITIES AND EQUITY			831,435.55

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTERGOVERNMENTAL REVENUES</u>						
901-33160 OPERATING GRANTS-HUD	85,000.00	85,000.00	94,167.00	(9,167.00)	110.78	96,574.00
TOTAL INTERGOVERNMENTAL REVE	85,000.00	85,000.00	94,167.00	(9,167.00)	110.78	96,574.00
<u>INTEREST & MISC INCOME</u>						
901-36210 INTEREST EARNINGS	300.00	300.00	625.77	(325.77)	208.59	648.47
TOTAL INTEREST & MISC INCOME	300.00	300.00	625.77	(325.77)	208.59	648.47
<u>RENTAL INCOME</u>						
901-37220 DWELLING RENTAL	175,000.00	175,000.00	168,905.53	6,094.47	96.52	187,460.38
901-37221 LAUNDRY INCOME BRIDGE PARK	3,000.00	3,000.00	2,721.99	278.01	90.73	4,589.79
TOTAL RENTAL INCOME	178,000.00	178,000.00	171,627.52	6,372.48	96.42	192,050.17
<u>OTHER FINANCING SOURCES</u>						
901-39203 TRANSFERS FROM OTHER FUNDS	35,000.00	35,000.00	.00	35,000.00	.00	88,074.30
TOTAL OTHER FINANCING SOURCES	35,000.00	35,000.00	.00	35,000.00	.00	88,074.30
TOTAL FUND REVENUE	298,300.00	298,300.00	266,420.29			377,346.94

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
LOW RENT ADMINISTRATION						
<i>PERSONAL SERVICES</i>						
901-49500-103 ADMIN PART-TIME - REGULAR	41,833.00	41,833.00	32,506.02	(9,326.98)	77.70	38,868.81
901-49500-104 ADMIN PART-TIME - OVERTIME	262.00	262.00	.00	(262.00)	.00	.00
901-49500-121 PERA (EMPLOYER)	3,138.00	3,138.00	2,437.98	(700.02)	77.69	2,790.62
901-49500-122 FICA/MEDICARE (EMPLOYER)	3,200.00	3,200.00	2,284.85	(915.15)	71.40	2,652.39
901-49500-131 MEDICAL/LIFE/DENTAL	9,544.00	9,544.00	9,327.36	(216.64)	97.73	9,161.88
901-49500-151 WORKERS' COMPENSATION PREMIU	300.00	300.00	246.02	(53.98)	82.01	193.40
901-49500-154 HRA/FLEX FEES	100.00	100.00	58.00	(42.00)	58.00	68.00
TOTAL PERSONAL SERVICES	58,377.00	58,377.00	46,860.23	(11,516.77)	80.27	53,735.10
<i>SUPPLIES</i>						
901-49500-201 OFFICE SUPPLY	800.00	800.00	209.23	(590.77)	26.15	309.00
TOTAL SUPPLIES	800.00	800.00	209.23	(590.77)	26.15	309.00
<i>OTHER SERVICES AND CHARGES</i>						
901-49500-304 LEGAL FEES	2,000.00	2,000.00	9,109.00	7,109.00	455.45	2,190.00
901-49500-306 AUDITING	3,000.00	3,000.00	3,000.00	.00	100.00	2,500.00
901-49500-313 IT MGMT & BACKUP	6,500.00	6,500.00	4,566.02	(1,933.98)	70.25	5,330.40
901-49500-321 TELEPHONE EXPENSE	7,500.00	7,500.00	5,569.17	(1,930.83)	74.26	7,200.80
901-49500-322 POSTAGE	100.00	100.00	252.00	152.00	252.00	58.00
901-49500-331 TRAVEL/MEALS/LODGING	100.00	100.00	.00	(100.00)	.00	.00
901-49500-340 ADVERTISING	100.00	100.00	9.45	(90.55)	9.45	30.45
TOTAL OTHER SERVICES AND CHA	19,300.00	19,300.00	22,505.64	3,205.64	116.61	17,309.65
<i>MISCELLANEOUS</i>						
901-49500-413 RENTALS - OFFICE EQUIPMENT	200.00	200.00	225.78	25.78	112.89	182.09
901-49500-433 DUES AND SUBSCRIPTIONS	3,500.00	3,500.00	3,459.00	(41.00)	98.83	3,479.00
901-49500-440 STAFF TRAINING	400.00	400.00	.00	(400.00)	.00	.00
TOTAL MISCELLANEOUS	4,100.00	4,100.00	3,684.78	(415.22)	89.87	3,661.09
TOTAL LOW RENT ADMINISTRATION	82,577.00	82,577.00	73,259.88	(9,317.12)	88.72	75,014.84

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>LOW RENT TENANT SERVICES</u>							
<i>SUPPLIES</i>							
901-49600-210	REC, PUB & OTHER SERVICES	240.00	240.00	117.47	(122.53)	48.95	8,295.91
	<i>TOTAL SUPPLIES</i>	240.00	240.00	117.47	(122.53)	48.95	8,295.91
	TOTAL LOW RENT TENANT SERVICE	240.00	240.00	117.47	(122.53)	48.95	8,295.91

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
LOW RENT MAINTENANCE						
<i>PERSONAL SERVICES</i>						
901-49700-103 MAINT PT EMPLOYEES - REGULAR	24,586.00	24,586.00	19,034.75	(5,551.25)	77.42	20,029.74
901-49700-121 PERA (EMPLOYER)	1,844.00	1,844.00	1,304.41	(539.59)	70.74	1,472.60
901-49700-122 FICA/MEDICARE (EMPLOYER)	1,881.00	1,881.00	1,350.91	(530.09)	71.82	1,392.86
901-49700-131 MEDICAL/DENTAL/LIFE	4,772.00	4,772.00	4,368.00	(404.00)	91.53	4,581.00
901-49700-151 WORKERS' COMPENSATION PREMIU	2,000.00	2,000.00	1,316.75	(683.25)	65.84	963.38
TOTAL PERSONAL SERVICES	35,083.00	35,083.00	27,374.82	(7,708.18)	78.03	28,439.58
<i>SUPPLIES</i>						
901-49700-210 MATERIALS-OPER SUPPLIES	4,000.00	4,000.00	4,548.54	548.54	113.71	3,920.91
901-49700-212 FUEL PURCHASE	200.00	200.00	.00	(200.00)	.00	.00
TOTAL SUPPLIES	4,200.00	4,200.00	4,548.54	348.54	108.30	3,920.91
<i>OTHER SERVICES AND CHARGES</i>						
901-49700-304 CONTRACT COSTS	35,000.00	35,000.00	33,369.77	(1,630.23)	95.34	42,793.57
901-49700-360 INSURANCE AND BONDS	14,000.00	14,000.00	6,813.00	(7,187.00)	48.66	10,727.00
901-49700-370 PAYMENT IN LIEU OF TAXES	15,000.00	15,000.00	.00	(15,000.00)	.00	14,783.00
901-49700-381 ELECTRIC UTILITIES	38,000.00	38,000.00	27,867.52	(10,132.48)	73.34	35,235.69
901-49700-382 WATER/WASTEWATER UTILITIES	9,000.00	9,000.00	5,683.58	(3,316.42)	63.15	6,618.15
901-49700-383 GAS UTILITIES	3,000.00	3,000.00	1,446.15	(1,553.85)	48.21	2,364.71
901-49700-384 REFUSE HAULING	4,200.00	4,200.00	3,413.72	(786.28)	81.28	4,024.56
TOTAL OTHER SERVICES AND CHA	118,200.00	118,200.00	78,593.74	(39,606.26)	66.49	116,546.68
<i>MISCELLANEOUS</i>						
901-49700-420 DEPRECIATION EXPENSE	48,000.00	48,000.00	.00	(48,000.00)	.00	42,716.18
TOTAL MISCELLANEOUS	48,000.00	48,000.00	.00	(48,000.00)	.00	42,716.18
<i>IMPROVEMENTS/BETTERMENTS</i>						
901-49700-501 REPLACEMENT OF EQUIPMENT	5,000.00	5,000.00	.00	(5,000.00)	.00	2,248.82
901-49700-502 BETTERMENTS AND ADDITIONS	5,000.00	5,000.00	3,294.20	(1,705.80)	65.88	.00
TOTAL IMPROVEMENTS/BETTERM	10,000.00	10,000.00	3,294.20	(6,705.80)	32.94	2,248.82
TOTAL LOW RENT MAINTENANCE	215,483.00	215,483.00	113,811.30	(101,671.70)	52.82	193,872.17

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	298,300.00	298,300.00	187,188.65			277,182.92
NET REVENUES OVER EXPENDITURE	.00	.00	79,231.64			100,164.02

CITY OF CAMBRIDGE
BALANCE SHEET
OCTOBER 31, 2023

HOUSING-OTHER BUS ACTIVITIES

<u>ASSETS</u>			
903-10200	EDA HOUSING DIV OPERATING CASH	75,733.00	
	TOTAL ASSETS		<u>75,733.00</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
903-27200	UNRESTRICTED NET ASSETS	75,733.00	
	TOTAL FUND EQUITY		<u>75,733.00</u>
	TOTAL LIABILITIES AND EQUITY		<u>75,733.00</u>

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 903 - HOUSING-OTHER BUS ACTIVITIES

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTEREST & MISC INCOME</u>							
903-36201	HUD LAWSUIT PROCEEDS	.00	.00	.00	.00	.00	75,733.00
	TOTAL INTEREST & MISC INCOME	.00	.00	.00	.00	.00	75,733.00
	TOTAL FUND REVENUE	.00	.00	.00			75,733.00
	NET REVENUES OVER EXPENDITURE	.00	.00	.00			75,733.00

CITY OF CAMBRIDGE
BALANCE SHEET
OCTOBER 31, 2023

CAPITAL FUND PROGRAM-HUD

<u>ASSETS</u>			
904-10200	EDA OPERATING ACCOUNT-CAPITAL	18,700.00	
	TOTAL ASSETS		18,700.00
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	18,700.00	
	BALANCE - CURRENT DATE	18,700.00	
	TOTAL FUND EQUITY		18,700.00
	TOTAL LIABILITIES AND EQUITY		18,700.00

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 904 - CAPITAL FUND PROGRAM-HUD

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTERGOVERNMENTAL REVENUES</u>						
904-33160 HUD CAPITAL GRANTS	35,000.00	35,000.00	18,700.00	16,300.00	53.43	88,074.30
TOTAL INTERGOVERNMENTAL REVE	35,000.00	35,000.00	18,700.00	16,300.00	53.43	88,074.30
TOTAL FUND REVENUE	35,000.00	35,000.00	18,700.00			88,074.30

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 904 - CAPITAL FUND PROGRAM-HUD

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>OTHER FINANCING USES</u>						
904-49300-720 TRANSFERS OUT	35,000.00	35,000.00	.00	(35,000.00)	.00	88,074.30
<i>TOTAL FUNCTION 7</i>	35,000.00	35,000.00	.00	(35,000.00)	.00	88,074.30
TOTAL OTHER FINANCING USES	35,000.00	35,000.00	.00	(35,000.00)	.00	88,074.30

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 904 - CAPITAL FUND PROGRAM-HUD

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	35,000.00	35,000.00	.00			88,074.30
NET REVENUES OVER EXPENDITURE	.00	.00	18,700.00			.00

CITY OF CAMBRIDGE
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 205 - EDA ADMIN FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTEREST</u>						
205-36210 INTEREST EARNINGS	.00	.00	.00	.00	.00	3,251.38
205-36215 UNREALIZED MKT VALUE GAIN/LOSS	.00	.00	.00	.00	.00	(11,911.77)
TOTAL INTEREST	.00	.00	.00	.00	.00	(8,660.39)
<u>MALL OPERATING REVENUES</u>						
205-37220 RENTAL FEES	180,000.00	180,000.00	179,401.26	598.74	99.67	187,492.73
TOTAL MALL OPERATING REVENUES	180,000.00	180,000.00	179,401.26	598.74	99.67	187,492.73
<u>TRANSFERS FROM OTHER FUNDS</u>						
205-39203 TRANSFERS FROM OTHER FUNDS	50,000.00	50,000.00	50,000.00	.00	100.00	350,000.00
TOTAL TRANSFERS FROM OTHER FU	50,000.00	50,000.00	50,000.00	.00	100.00	350,000.00
TOTAL FUND REVENUE	230,000.00	230,000.00	229,401.26			528,832.34

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 205 - EDA ADMIN FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
EDA ADMINISTRATION						
<i>PERSONAL SERVICES</i>						
205-41930-101	FULL-TIME EMPLOYEES - REGULAR	68,521.00	68,521.00	55,312.67 (	13,208.33)	80.72 51,998.63
205-41930-112	EDA MEETING PAYMENTS	2,500.00	2,500.00	1,505.00 (	995.00)	60.20 1,435.00
205-41930-121	PERA (EMPLOYER)	5,150.00	5,150.00	4,148.50 (	1,001.50)	80.55 3,886.10
205-41930-122	FICA/MEDICARE (EMPLOYER)	5,253.00	5,253.00	4,254.10 (	998.90)	80.98 3,984.79
205-41930-131	MEDICAL/DENTAL/LIFE	13,826.00	13,826.00	12,835.98 (	990.02)	92.84 9,887.40
205-41930-132	LONGEVITY PAY	143.00	143.00	.00 (	143.00)	.00 .00
205-41930-133	DEDUCTIBLE CONTRIBUTION	1,200.00	1,200.00	.00 (	1,200.00)	.00 420.00
205-41930-151	WORKERS' COMPENSATION PREMIU	565.00	565.00	484.09 (	80.91)	85.68 282.20
205-41930-154	HRA/FLEX FEES	80.00	80.00	46.40 (	33.60)	58.00 33.84
	TOTAL PERSONAL SERVICES	97,238.00	97,238.00	78,586.74 (	18,651.26)	80.82 71,927.96
<i>SUPPLIES</i>						
205-41930-201	OFFICE SUPPLIES	300.00	300.00	70.99 (	229.01)	23.66 241.53
205-41930-209	SOFTWARE UPDATES	.00	.00	.00	.00)	.00 73.44
205-41930-221	REPAIR & MAINT VEH/EQUIPMENT	350.00	350.00	.00 (	350.00)	.00 .00
205-41930-240	SMALL TOOLS & MINOR EQUIPMENT	3,300.00	3,300.00	.00 (	3,300.00)	.00 279.99
	TOTAL SUPPLIES	3,950.00	3,950.00	70.99 (	3,879.01)	1.80 594.96
<i>OTHER SERVICES & CHARGES</i>						
205-41930-304	MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	844.00 (	4,156.00)	16.88 1,321.50
205-41930-306	MCCOMB & HOTEL STUDY	.00	3,000.00	.00 (	3,000.00)	.00 .00
205-41930-307	MARKET OR BRE STUDY	.00	35,000.00	.00 (	35,000.00)	.00 .00
205-41930-313	IT MGMT & BACKUP	5,600.00	5,600.00	4,566.02 (	1,033.98)	81.54 5,330.40
205-41930-321	TELEPHONE/CELLULAR	540.00	540.00	315.00 (	225.00)	58.33 608.89
205-41930-331	TRAVEL/MEALS/LODGING	1,200.00	1,200.00	451.30 (	748.70)	37.61 940.64
205-41930-334	MILEAGE REIMBURSEMENT	1,500.00	1,500.00	165.91 (	1,334.09)	11.06 459.14
205-41930-351	LEGAL NOTICES/ORD PUB	350.00	350.00	125.37 (	224.63)	35.82 .00
205-41930-360	INSURANCE AND BONDS	2,500.00	2,500.00	1,735.62 (	764.38)	69.42 4,311.98
205-41930-381	ELECTRIC UTILITIES	1,000.00	1,000.00	.00 (	1,000.00)	.00 .00
205-41930-382	WATER/SEWER/STORM PROPERTY A	75.00	75.00	.00 (	75.00)	.00 .00
205-41930-383	GAS UTILITIES	200.00	200.00	.00 (	200.00)	.00 .00
	TOTAL OTHER SERVICES & CHARG	17,965.00	55,965.00	8,203.22 (	47,761.78)	14.66 12,972.55

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 205 - EDA ADMIN FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
205-41930-404	REP & MAINT LABOR VEH/EQUIP	101.00	101.00	.00 (101.00)	.00	.00
205-41930-407	HWY 95 PROPERTY ACQ MAINT EXP	15,000.00	15,000.00	7,800.00 (7,200.00)	52.00	11,500.00
205-41930-408	PROPERTY ACQ MAINT EXP	.00	.00	2,190.65 2,190.65	.00	31,360.67
205-41930-430	MISCELLANEOUS	100.00	100.00	.00 (100.00)	.00	.00
205-41930-433	DUES AND SUBSCRIPTIONS	3,770.00	3,770.00	2,965.00 (805.00)	78.65	4,163.60
205-41930-440	SCHOOLS & MEETINGS	2,000.00	2,000.00	415.00 (1,585.00)	20.75	1,678.00
205-41930-451	TAX ABATEMENT-MOTEK/TEAM IND	30,000.00	30,000.00	.00 (30,000.00)	.00	29,091.82
205-41930-484	NLX ACTIVITIES	7,800.00	7,800.00	.00 (7,800.00)	.00	.00
205-41930-485	PROPERTY TAXES	.00	.00	3,042.00 3,042.00	.00	712.00
205-41930-489	IND PARK MARKETING	5,000.00	5,000.00	.00 (5,000.00)	.00	5,000.00
	<i>TOTAL MISCELLANEOUS</i>	<u>63,771.00</u>	<u>63,771.00</u>	<u>.00 (47,358.35)</u>	<u>25.74</u>	<u>83,506.09</u>
	TOTAL EDA ADMINISTRATION	<u><u>182,924.00</u></u>	<u><u>220,924.00</u></u>	<u><u>.00 (117,650.40)</u></u>	<u><u>46.75</u></u>	<u><u>169,001.56</u></u>

CITY OF CAMBRIDGE
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 205 - EDA ADMIN FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
MALL OPERATING EXPENSES						
<i>PERSONAL SERVICES</i>						
205-47000-101	FULL-TIME EMPLOYEES - REGULAR	29,193.00	29,193.00	24,147.19 (5,045.81)	82.72	28,813.20
205-47000-102	FULL-TIME EMPLOYEES - OVERTIME	1,000.00	1,000.00	.00 (1,000.00)	.00	.00
205-47000-103	TEMPORARY EMPLOYEE	7,000.00	7,000.00	5,799.54 (1,200.49)	82.85	5,040.54
205-47000-121	PERA (EMPLOYER)	2,843.00	2,843.00	1,811.04 (1,031.96)	63.70	2,154.84
205-47000-122	FICA/MEDICARE (EMPLOYER)	2,900.00	2,900.00	2,232.94 (667.06)	77.00	2,511.05
205-47000-131	MEDICAL/DENTAL/LIFE	8,642.00	8,642.00	8,000.89 (641.11)	92.58	8,270.16
205-47000-132	LONGEVITY PAY	712.00	712.00	.00 (712.00)	.00	.00
205-47000-133	DEDUCTIBLE CONTRIBUTION	750.00	750.00	.00 (750.00)	.00	.00
205-47000-151	WORKERS' COMPENSATION PREMIU	3,089.00	3,089.00	2,139.18 (949.82)	69.25	1,577.49
205-47000-154	HRA/FLEX FEES	100.00	100.00	29.00 (71.00)	29.00	34.00
	TOTAL PERSONAL SERVICES	56,229.00	56,229.00	44,159.75 (12,069.25)	78.54	48,401.28
<i>SUPPLIES</i>						
205-47000-211	MISC OPERATING SERVICES	200.00	200.00	196.98 (3.02)	98.49	221.74
205-47000-212	GASOLINE/FUEL	125.00	125.00	46.64 (78.36)	37.31	216.22
205-47000-221	REPAIRS & MAINTENANCE SUPPLIES	15,000.00	15,000.00	4,025.94 (10,974.06)	26.84	8,362.99
205-47000-240	SMALL TOOLS	1,000.00	1,000.00	97.79 (902.21)	9.78	347.12
	TOTAL SUPPLIES	16,325.00	16,325.00	4,367.35 (11,957.65)	26.75	9,148.07
<i>OTHER SERVICES & CHARGES</i>						
205-47000-321	TELEPHONE/CELLULAR PHONES	350.00	350.00	205.69 (144.31)	58.77	247.22
205-47000-360	INSURANCE AND BONDS	6,000.00	6,000.00	4,966.00 (1,034.00)	82.77	5,280.00
205-47000-381	ELECTRIC UTILITIES	20,500.00	20,500.00	15,683.22 (4,816.78)	76.50	18,352.29
205-47000-382	WATER/WASTEWATER UTILITIES	5,500.00	5,500.00	4,722.00 (778.00)	85.85	5,265.88
205-47000-383	GAS UTILITIES	4,200.00	4,200.00	5,218.77 1,018.77	124.26	4,818.60
205-47000-384	REFUSE HAULING	6,000.00	6,000.00	3,679.76 (2,320.24)	61.33	5,686.74
	TOTAL OTHER SERVICES & CHARG	42,550.00	42,550.00	34,475.44 (8,074.56)	81.02	39,650.73
<i>MISCELLANEOUS</i>						
205-47000-401	REP & MAINT-BLDG/STRUCTURES	20,000.00	20,000.00	23,636.30 3,636.30	118.18	40,340.82
205-47000-413	BNSF PARKING LOT LEASE	2,500.00	2,500.00	2,568.97 68.97	102.76	2,494.15
205-47000-489	OTHER CONTRACTED SERVICES	5,000.00	5,000.00	.00 (5,000.00)	.00	.00
205-47000-494	PARKING LOT/EXTERIOR PROJECT	480,000.00	480,000.00	376,172.47 (103,827.53)	78.37	.00
205-47000-496	MALL CAPITAL EQUIPMENT	.00	.00	63,410.78 63,410.78	.00	13,797.53
205-47000-499	MALL ROOF PROJECT	.00	.00	.00 .00	.00	306.39
	TOTAL MISCELLANEOUS	507,500.00	507,500.00	465,788.52 (41,711.48)	91.78	56,938.89
	TOTAL MALL OPERATING EXPENSES	622,604.00	622,604.00	548,791.06 (73,812.94)	88.14	154,138.97

CITY OF CAMBRIDGE
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

FUND 205 - EDA ADMIN FUND

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	805,528.00	843,528.00	652,064.66			323,140.53
NET REVENUES OVER EXPENDITURE	(575,528.00)	(613,528.00)	(422,663.40)			205,691.81

CAMBRIDGE EDA MEETING
 December 18, 2023
 BILLS LIST

Disbursement Type:	Date:	Check Numbers:	Submitted For Approval
Prepaid Checks	11/15/2023	127685 - 127727	638.54
Prepaid Checks	11/29/2023	127752 - 127828	9,492.04
Prepaid Checks	12/6/2023	127837 - 127903	2,821.94
	Prepaid Totals		12,952.52

TOTAL SUBMITTED FOR APPROVAL

\$12,952.52

I certify that the amounts listed above and detailed as attached, represent a complete and accurate representation of EDA disbursements from 11/8/23-12/6/23.

Caroline Moe 12/7/23

Caroline Moe, Director of Finance signature & date

Linda Gerlach 12/8/23

Linda Gerlach, Finance Clerk signature & date

Vendor	Vendor Name	Description	Net Invoice Amount
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
	Total 1140:		4.60
1170	City Laundering Co.	Rugs - DMV and Mall	85.00
	Total 1170:		85.00
1681	ECM Publishers, Inc.	Legal Notice - EDA ACOP	13.93
	Total 1681:		13.93
2411	Hillyard Inc.	Maintenance Supplies - Mall	323.54
2411	Hillyard Inc.	Maintenance Supplies - Mall	60.53-
	Total 2411:		263.01
4211	Northland Fire Protection	Service & Re-certification Fire Extinguisher(s)	218.00
	Total 4211:		218.00
4919	Squires, Waldspurger & Mace	July Legal Expense	54.00
	Total 4919:		54.00
	Grand Totals:		638.54

Dated: 11-15-2023

City Treasurer: Caroline Nue

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/23	11/15/2023	127685	1140	Cintas Corporation	205-20100	4.60
11/23	11/15/2023	127686	1170	City Laundering Co.	205-20100	85.00
11/23	11/15/2023	127691	1681	ECM Publishers, Inc.	901-20100	13.93
11/23	11/15/2023	127702	2411	Hillyard / Minneapolis	205-20100	263.01
11/23	11/15/2023	127717	4211	Northland Fire Protection	901-20100	218.00
11/23	11/15/2023	127727	4919	Squires, Waldspurger & Mace, P.A.	901-20100	54.00
Grand Totals:						638.54

Vendor	Vendor Name	Description	Net Invoice Amount
958	Capital One	Materials/Operating Supplies - Bridge Park	36.15
Total 958:			36.15
969	Cardmember Service	Adobe Acrobat PRO DC and Creative Cloud Annual	102.94
969	Cardmember Service	Office Supplies - Econ Dev	51.30
Total 969:			154.24
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
Total 1140:			9.20
1170	City Laundering Co.	Rugs - DMV and Mall	85.00
Total 1170:			85.00
1553	DW Companies LLC	Salt/Sand - Bridge Park	300.00
Total 1553:			300.00
1837	Evergreen Recycling LLC	Apartment Clean Up - Bridge Park	600.00
Total 1837:			600.00
3006	Kramer Mechanical Plumbing	Repairs - Bridge Park Apt	247.10
3006	Kramer Mechanical Plumbing	Repairs - Bridge Park Apt	652.04
Total 3006:			899.14
3151	League of Minnesota Cities	APMP Conference - Econ Dev	30.00
Total 3151:			30.00
3521	Menards	Materials - Operating Supplies - Bridge Park	45.98
Total 3521:			45.98
3543	Metro Sales, Inc.	Ricoh MP C2004 Color Copier Rental - Bridge Park	23.03
Total 3543:			23.03
4919	Squires, Waldspurger & Mace	September Legal Expense - Bridge Park	846.00
Total 4919:			846.00
4942	Sawmark Construction, LLC	Demo/Remodel Suites 142 & 156 - Half of the Paymen	5,787.50

Vendor	Vendor Name	Description	Net Invoice Amount
Total 4942:			5,787.50
5261	Star Quality Glass	Door and Service Call - Bridge Park	499.95
Total 5261:			499.95
5431	Ted's Complete Appliance	Service Call Bridge Park	114.00
Total 5431:			114.00
5801	Verizon Wireless	wireless phone service - Maintenance	20.62
5801	Verizon Wireless	wireless phone service - Bridge Park	41.23
Total 5801:			61.85
Grand Totals:			9,492.04

Dated: 11/29/23

City Treasurer: Caroline Iwe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/23	11/29/2023	127752	958	Capital One	901-20100	36.15
11/23	11/29/2023	127753	969	Elan Financial Services	205-20100	154.24
11/23	11/29/2023	127756	1140	Cintas Corporation	205-20100	9.20
11/23	11/29/2023	127757	1170	City Laundering Co.	205-20100	85.00
11/23	11/29/2023	127766	1553	DW Companies LLC	901-20100	300.00
11/23	11/29/2023	127770	1837	Evergreen Recycling LLC	901-20100	600.00
11/23	11/29/2023	127783	3006	Kramer Mechanical Plumbing & Heating Inc	901-20100	899.14
11/23	11/29/2023	127784	3151	League of Minnesota Cities	205-20100	30.00
11/23	11/29/2023	127794	3521	Menards	901-20100	45.98
11/23	11/29/2023	127795	3543	Metro Sales, Inc.	901-20100	23.03
11/23	11/29/2023	127812	4942	Sawmark Construction, LLC	205-20100	5,787.50
11/23	11/29/2023	127814	4919	Squires, Waldspurger & Mace, P.A.	901-20100	846.00
11/23	11/29/2023	127816	5261	Star Quality Glass	901-20100	499.95
11/23	11/29/2023	127819	5431	Ted's Appliance	901-20100	114.00
11/23	11/29/2023	127828	5801	Verizon Wireless	901-20100	61.85
Grand Totals:						9,492.04

Vendor	Vendor Name	Description	Net Invoice Amount
175	Amazon Capital Services, Inc.	Misc Operating Supplies - Maintenance	6.99
	Total 175:		6.99
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
	Total 1140:		4.60
1170	City Laundering Co.	Rugs - DMV and Mall	85.00
	Total 1170:		85.00
1553	DW Companies LLC	Snow Removal & Salting - Bridge Park	500.00
	Total 1553:		500.00
1613	Dusty's Drain Cleaning, Inc.	Video and Located Drain Line - Mall	275.00
	Total 1613:		275.00
2411	Hillyard Inc.	Maintenance Supplies - Mall	227.51
	Total 2411:		227.51
3501	MEI Total Elevator Solutions	December Monthly Service - Bridge Park	298.79
	Total 3501:		298.79
3521	Menards	Materials - Operating Supplies - Bridge Park	176.98
3521	Menards	Delivery - Bridge Park	130.62
	Total 3521:		307.60
5261	Star Quality Glass	Service Call - Bridge Park	199.95
	Total 5261:		199.95
5965	White Bear IT Solutions LLC	Service Agreement, Backup Service, Endpoint Protecti	458.25
5965	White Bear IT Solutions LLC	Service Agreement, Backup Service, Endpoint Protecti	458.25
	Total 5965:		916.50
	Grand Totals:		2,821.94

Vendor	Vendor Name	Description	Net Invoice Amount
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Dated: 12/6/2023

City Treasurer: Caroline Mui

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/23	12/06/2023	127837	175	Amazon Capital Services, Inc.	205-20100	6.99
12/23	12/06/2023	127846	1140	Cintas Corporation	205-20100	4.60
12/23	12/06/2023	127847	1170	City Laundering Co.	205-20100	85.00
12/23	12/06/2023	127851	1613	Dusty's Drain Cleaning, Inc.	205-20100	275.00
12/23	12/06/2023	127852	1553	DW Companies LLC	901-20100	500.00
12/23	12/06/2023	127858	2411	Hillyard / Minneapolis	205-20100	227.51
12/23	12/06/2023	127876	3501	MEI Total Elevator Solutions	901-20100	298.79
12/23	12/06/2023	127878	3521	Menards	901-20100	307.60
12/23	12/06/2023	127892	5261	Star Quality Glass	901-20100	199.95
12/23	12/06/2023	127903	5965	White Bear IT Solutions LLC	901-20100	916.50
Grand Totals:						2,821.94

Prepared by: Deb Barrett

RE: Report on Bridge Park Apartments Housing Operations

- Processed rent checks & MTCS Report (Vacancy Report). Unit #106 has been rented for December 11, 2023. Have not received any Vacate Notices.
- Put up Christmas decorations and 3 residents decorated the tree.
- Took Webinar training on HOTMA – HUD’s new updates on Over Income guidelines and NAHRO Training on NSPIRE (REAC Inspections).
- Resident meeting was on November 16, 2023.

3E

RESIDENT MEETING

NOVEMBER 16, 2023, AT 11:00 A.M.

- INTRODUCED NEW RESIDENTS THAT WERE AT THE MEETING
- INFORMED RESIDENTS THAT HAVE THE DIRECT DEPOSIT FOR RENT WITHDRAWAL ON THE 5TH OF THE MONTH. WE CAN'T RERUN THE ACH BATCH. IF YOU DO NOT HAVE THE MONEY IN YOUR ACCOUNT ON THE 5TH AND WE RECEIVE AN NSF FOR YOUR RENT THEN YOU WILL NEED TO PAY WITH A CHECK OR MONEY ORDER.
- INFORMED RESIDENTS THAT THE FLAT RENT WILL BE INCREASING TO \$1180.00 BEGINNING JANUARY 1, 2024. THIS ONLY AFFECTS THE RESIDENTS THAT CHOSE THE FLAT RENT OPTION.
- REMINDED RESIDENTS THAT IN JANUARY THERE WILL BE A RESIDENT MEETING AND I WOULD BE HANDING OUT THE 2024 RECERTIFICATION PACKETS AND ALL RESIDENTS WILL NEED TO PROVIDE 3 CURRENT BANK STATEMENTS ON ALL ACCOUNTS. RESIDENTS NEED TO REPORT ANY INCOME CHANGES TO THE OFFICE WITHIN 10 DAYS OF THE CHANGE AND PROVIDE PROOF.
- IT IS THE RESIDENT'S RESPONSIBILITY TO REPORT ANY MAINTENANCE ISSUES IN THEIR APARTMENTS.
- HAVE BEEN HAVING ISSUES WITH GUESTS SMOKING IN THE GAZEBO. REMINDED ALL THAT THERE IS NO SMOKING IN THE GAZEBO AND WITHIN 50 FEET OF THE BUILDING.
- REMINDED RESIDENTS THAT IF THEY WOULD LIKE TO TRANSFER TO A BIGGER UNIT, THEY MUST SUBMIT IT IN WRITING AND WHEN YOUR NAME COMES UP AND YOU DECLINE THE BIGGER UNIT YOU WILL NEED TO RESUBMIT YOUR TRANSFER IN WRITING AND GO TO THE END OF THE LIST.
- REMINDED ALL RESIDENTS ABOUT THEIR GUEST PARKING IN THE RESERVED PARKING SPOTS. ALL GUESTS NEED TO PARK AT THE WEST END OF THE PARKING LOT OR ON THE STREET IN FRONT OF THE BUILDING.

POSTED ON BULLETIN BOARD ON FRIDAY NOVEMBER 17, 2023

Prepared by: Deb Barrett

Background:

On an annual basis the PHA is required to develop a Public Housing Agency (PHA) Plan in relation to the funding we receive from the US Department of Housing & Urban Development (HUD). The purpose of the PHA Plan is to provide a source for interested parties to operation , programs, and services.

The 5-Year Action Plan describes the mission of our agency’s long-range goals and objectives for achieving our mission over five years, and our approach for managing programs and providing services for the upcoming years.

The 2024 and 5-Year Capital Fund Program describes our long-range projects.
Public Hearing notice was posted in the Isanti County Newspaper.

Recommendation

Hold a public hearing on the PHA Plan and 5-Year Capital Fund on December 18, 2023, at 5:45 p.m.

Make a motion to approve the PHA Plan and 5-Year Capital Fund for 2024-2028.

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: Cambridge Economic Development Authority PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 1/01/2024 PHA Code: MN067				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 45 Number of HCV units: 0				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years: To promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination."				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. N/A Annual Plan				

	<p>PHA Plan Update</p> <ul style="list-style-type: none"> ▪ Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: ▪ No revision; ongoing <p>The Cambridge Economic Development (Cambridge EDA) aim for 2024 is to continue to work toward accomplishing the goals that are currently in place:</p> <ol style="list-style-type: none"> 1. Public Housing: <ul style="list-style-type: none"> ▪ Continue to maintain 100% occupancy rate with public housing. ▪ Continue to modernize/update our public housing units. ▪ Provide reasonable accommodations for persons with disabilities in accordance with ACOP Plan ▪ Timely and accurate reporting of financial data and all other components of quality property management and maintenance. ▪ Continue & expand on resident involvement and services; ▪ Ensure that the PHA property continue to be managed to the highest possible standard, including regular preventive maintenance; ▪ Prompt responses to maintenance work orders, full occupancy and timely turnover of vacant units; ▪ Strive to provide customer satisfaction through on going resident/staff communication by the way of quarterly resident meetings; post notices etc.). ▪ Maintain “High Performer” status under HUD’s Public Housing Assessment System (PHAS); ▪ Promote affordable housing unit development in our jurisdiction through the use of Low Income Housing Tax Credits. ▪ Maintain EDA Web Page providing program information to potential landlords. ▪ Ensure equal access to assisted housing regardless of race, color, religion, national origin, sex, age, familial status, disability, sexual orientation, gender identity, marital status and the reliance on public assistance in the development and administration of Cambridge EDA. 2. Section 8 Section 8 HCV Administrative Plan was transferred to Mora HRA on January 1, 2021. 3. Capital Improvements: <ul style="list-style-type: none"> ▪ Continue to make improvements to our public housing property. Continue to actively involve residents, staff and community in planning capital improvements. 4. Safety and Security: <ol style="list-style-type: none"> a. Maintain safety and security at our public housing site for residents, staff and public. Continue to make physical improvements to properties that enhance safety, and security make provisions for local police and ambulance services b. IP Communicator and monitoring company was installed on October 8, 2019. New Carbon Monoxide Detector was replaced on December 15, 2021. c. Installation of water sprinkler system in the building 5. Smoke-Free Policy Enforce the smoke-free Public Housing Policies effective July 30, 2018 Updated the Admission & Continued Occupancy Policy No smoking within 50 feet of entrance of building Designated smoking area is 50 feet away from structures on property All residents to sign smoke-free lease addendum Lease and resident handbook updated to include the Smoke-Free Policy 6. Violence Against Women and Justice Department Reauthorization Act of 2005 All resident to sign Lease Addendum of the VAWA – HUD-91067, HUD-5380 & HUD-5382 Update the Admission & Continued Occupancy Policy <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <ol style="list-style-type: none"> 7. Public may review or obtain copies of the 5-Year and Annual PHA Plan at the Authority’s office located at 121 South Fern St., Cambridge, MN
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> N/A</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five-year period). Large capital items must be included in the Five-Year Action Plan.</p>

8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>The Cambridge EDA is a SUB-STANDARD agency and will complete this section for the Annual Plan submitted with the 5-Year Plan.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>The Cambridge EDA transferred the Section 8 Voucher program to the Mora HRA effective January 1, 2021.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The Cambridge EDA is a SUB-STANDARD agency and will complete this section for the Annual Plan submitted with the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>The Cambridge EDA is a SUB-STANDARD agency and will complete this section for the Annual Plan submitted with the 5-Year Plan.</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

Summary of Five Year Capital Plan					Estimated	Estimated	Estimated	Estimated	Estimated
2020-2028	2020	2021	2022	2023	2024	2025	2026	2027	2028
Grant Amount	\$ 57,105.00	\$ 60,121.00	\$ 66,832.00	\$ 66,540.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Capital Projects									
Description									
Operations	\$ 8,700.00	\$ 9,620.00	\$ 8,700.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Commit to Door frame holes/locks	\$ 2,676.70	\$ 201.00							
Mill/overlay, restriping parking lot						\$ 50,000.00	\$ 25,000.00	\$ 15,000.00	
Roof Replacement (done in 2007)			\$ 57,903.00	\$ 56,540.00	\$ 50,000.00				
Refrigerators and stoves							\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
Replace vinyl on all stairway's and landing on 4 floors									\$ 40,000.00
Landscaping Refurbishment									
Air Conditioners								\$ 10,000.00	
Bedroom and Bathroom Doors									
Replace Water Softener and salt tank								\$ 15,000.00	
Completed bathroom renovations	\$45,728.30	\$ 50,300.00							
TOTAL	\$ 57,105.00	\$ 60,121.00	\$ 66,603.00	\$ 66,540.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
BALANCE ON CFP	\$ 2,676.70	\$ 201.00	\$ 58,132.00	\$ 56,540.00					
Commit to roof replacement as needed					\$ 128,249.00				
NON HUD FUNDED--MN HOUSING FINANCE AGENCY									
PUBLICLY OWNED HOUSING PROGRAM:									
Sprinkler system installation including soffit covering									
and expanded water service to supply sprinkler system									
Cambridge EDA Reserve funded					\$ 1.00				
TOTAL NON HUD FUNDED--MN HOUSING FINANCE AGENCY									
Obligation Start:	3/26/2020	2/23/2021	5/12/2022	2/17/2023					
Obligation End:	5/11/2024	2/22/2023	5/11/2024	2/16/2025					
Disbursement End:	3/25/2025	2/22/2025	5/11/2026	6/16/2027					
	Drew Down \$8700 on 04/30/2020	Drew Down \$9620. on 6/10/21	Drew Down \$8700.00 on 02/08/23	Drew Down \$10,00.00 on 09/22/2023					
	Drew \$4954. 9/21/21								
	Drew Down \$27,037. 10/20/22								

Resolution No EDA 23-006

RESOLUTION ADOPTING THE PUBLIC HOUSING 2024 ANNUAL STATEMENT AND 5 YEAR ACTION PLAN.

WHEREAS, the Commissioners of the Economic Development Authority (the “EDA”) approved the Five -Year Capital Plan and Annual PHA Plan for Fiscal Years beginning January 1, 2024 – January 1, 2028 along with the Annual/Five Year Capital Statements and supporting attachments for submission to HUD.

BE IT RESOLVED, after careful examination, a motion made by _____ and seconded by _____ was unanimously passed that the resolution and the certification be approved.

BE IT FURTHER RESOLVED, that the President and Secretary are hereby authorized to execute this agreement.

Adopted by the EDA
This 18th day of December 2023

ECONOMIC DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

Prepared by: Deb Barrett

Background:

On an annual basis, PHA's are required to develop a Public Housing Agency Plan in relation to funding we received from the US Department of Housing and Urban Development. The 2020 PHA Plan & 5-year plan was brought to the EDA Board Meeting on October 21, 2019, and the 2021 PHA Plan & 5-year plan was brought to the EDA Board Meeting on October 19, 2020, and both went out for 45 days public notice as required by federal regulation.

During the REAC Inspection that was conducted on October 27, 2022, REAC insisted that the damaged hardware/locks on the unit door frames be repaired. There is a hole in the door frames for the dead bolt to lock. These holes in the door frames have been there since the building was built.

Staff would like to amend the 2020 and 2021 PHA Plans & 5 years to do the repairs.

2020 PHA Plan has \$2,676.70 left over from the bathroom renovations and the 2021 PHA Plan has a balance of \$201.00. On August 31, 2023, HUD has awarded an additional \$201.00 for the 2021 Capitol Fund.

Public notice was posted in the Isanti County Newspaper.

Recommendation

1. Hold public hearing on the Amended 2020 and 2021 PHA Plan and 5 Year Plan on December 18, 2023, at 5:45 p.m.
2. Make motion to approve Amended 2020 and 2021 PHA Plan and 5 Year Plan.

Summary of Five Year Capital Plan 2020-2028									
	2020	2021	2022	2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028
Grant Amount	\$ 57,105.00	\$ 60,121.00	\$ 66,832.00	\$ 66,540.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
Capital Projects									
Description									
Operations	\$ 8,700.00	\$ 9,620.00	\$ 8,700.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Commit to Door frame holes/locks	\$ 2,676.70	\$ 201.00							
Mill/overlay, restriping parking lot						\$ 50,000.00	\$ 25,000.00	\$ 15,000.00	
Roof Replacement (done in 2007)			\$ 57,903.00	\$ 56,540.00	\$ 50,000.00				
Refrigerators and stoves							\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
Replace vinyl on all stairway's and landing on 4 floors									\$ 40,000.00
Landscaping Refurbishment									
Air Conditioners								\$ 10,000.00	
Bedroom and Bathroom Doors									
Replace Water Softener and salt tank								\$ 15,000.00	
Completed bathroom renovations	\$45,728.30	\$ 50,300.00							
TOTAL	\$ 57,105.00	\$ 60,121.00	\$ 66,603.00	\$ 66,540.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
BALANCE ON CFP	\$ 2,676.70	\$ 201.00	\$ 58,132.00	\$ 56,540.00					
Commit to roof replacement as needed					\$ 128,249.00				
NON HUD FUNDED-MN HOUSING FINANCE AGENCY PUBLICLY OWNED HOUSING PROGRAM:									
Sprinkler system installation including soffit covering and expanded water service to supply sprinkler system									
Cambridge EDA Reserve funded					\$ 1.00				
TOTAL NON HUD FUNDED-MN HOUSING FINANCE AGENCY									
Obligation Start:	3/26/2020	2/23/2021	5/12/2022	2/17/2023					
Obligation End:	5/11/2024	2/22/2023	5/11/2024	2/16/2025					
Disbursement End:	3/25/2025	2/22/2025	5/11/2026	6/16/2027					
Drew Down \$8700 on 04/30/2020	Drew Down \$9620. on 6/10/21	Drew Down \$8700.00 on 02/08/23	Drew Down \$10,000.00 on 09/22/2023						
Drew \$4954. 9/21/21									
Drew Down \$27,037. 10/20/22									

Prepared by: Deb Barrett

Background:

The 2023 Admissions & Continued Occupancy Policy (ACOP) updates have been completed. Nan McKay is a company that specializes in providing Public Housing Agencies with policies guidance based on the latest HUD Policies and guidelines for public housing.

For the current updates the following changes have been made:

Chapter 2 : NONDISCRIMINATION – pages 2 – 7

Chapter 3: FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY – pages 3, 20, 21, 26, 32, 34 and 35.

Chapter 4: SELECTION OF METHOD – page 13

Chapter 6: TEMPORARY HARDSHIP – page 51

Chapter 7: DOCUMENTATION OF DISABILITY – pages 15, 17, 19 and 27

Chapter 8: LEASING AND INSPECTIONS – pages 1, 6, and 11

Chapter 9 : REEXAMATIONS – pages 1, 2 8, and 9

Chapter 11: REQUIREMENTS – pages 2, 13, and 19,

Chapter 12: EMERGENCY TRANSFERS – pages 2,3, 9, 11, and 13

Chapter 13 : LEASE TERMINATIONS – pages 1, 6-9, 15, 17, 19-21, 23, 26-29, and 33

Chapter 14: INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PIH Occ GB. P.58] – pages 2, 29-39

Chapter 16 : PROGRAM ADMINISTRATION – pages 1, 7, 8, 19, 20, 24-28, 30, 31, and 43

Glossary : pages 1-16

Bridge Park needs to update the Residential Lease and the Admissions & Continued Occupancy Policy with the smoke - free policy. All current resident’s leases will take effect on May 1, 2024, and new resident’s leases will take effect on the move-in date.

Attached is page 4 of the resident lease and Chapter 13, page 11 of the Admissions & Continued Occupancy Policy with the changes.

Recommendation

1. Hold public hearing on the 2023 Admission & Continued Occupancy Policy Updates and No Smoking Policy on December 18, 2023, at 5:45 p.m.
2. Make motion to approve changes to 2023 Admission & Continued Occupancy Policy and No Smoking Policy as presented.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

PHA Policy

No state or local nondiscrimination laws or ordinances apply.

Providing Information to Families

The PHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

2-I.C. DISCRIMINATION COMPLAINTS

General Housing Discrimination Complaints

If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

In all cases, the PHA ~~will may~~ advise the family that they may to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

~~Upon receipt of a housing discrimination complaint, the PHA is required to:~~

- ~~• Provide written notice of the complaint to those alleged and inform the complainant that such notice was made~~
- ~~• Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted~~
- ~~• Keep records of all complaints, investigations, notices, and corrective actions~~
[Notice PIH 2014-20]

PHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will ~~provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).~~

~~The PHA will investigate and attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination. The PHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.~~

~~Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.~~

The PHA will keep a record of all complaints, investigations, notices, and corrective

actions. (See Chapter 16.)

Complaints under the Equal Access Final Rule [Notice PIH 2014-20]

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

VAWA Complaint Processing [Notice FHEO 2023-01]

A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

PHA Policy

Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

Family Breakup

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, ~~and~~ stalking, and human trafficking see section 16-VII.D of this ~~plan~~ACOP.)
- If a court determines the disposition of property between members of the assisted family, the PHA is bound by the court's determination of which family members continue to receive assistance.

PHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family, the PHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with section 16-VII.D of this ACOP; (4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on "Caretakers for a Child."

PART III: DENIAL OF ADMISSION

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II must be denied admission.

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act ~~of 2013~~ (VAWA), which **expressly** prohibits the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, ~~or~~ **stalking, or human trafficking** [see 24 CFR 5.2005(b)].

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16].

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.
- Notice of eligibility or denial

3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that the PHA prohibit admission for a prescribed period after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

3-III.D. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

PHA Policy

The PHA will perform criminal background checks through local law enforcement for all adult household members.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

PHA Policy

- **In the notice, HUD encourages the use of the Dru Sjodin National Sex Offender Database, an online, searchable database that combines the data from individual state sex offender registries and other national, state, or local resources. The Dru Sjodin database is available at <http://www.nsopw.gov>.**

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

PHA Policy

The PHA will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the applicant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, ~~OR~~ STALKING, AND HUMAN TRAFFICKING

The Violence against Women Act ~~of 2013~~ (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

VAWA ~~2013 expanded notification requirements requires PHAs to include the obligation for PHAs~~ to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16-VII.C of this ACOP, a notice of VAWA rights, and a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim this protection notify the PHA within 14 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

PHA Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.D of this ACOP.

Perpetrator Documentation

PHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

4-III.B. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

Local Preferences [24 CFR 960.206]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

PHA Policy

Local preferences will be aggregated using a system in which each preference will receive an allocation of points. The more preference points an applicant has, the higher the applicant's place on the waiting list.

The PHA will use the following local preferences:

- Seniors, 62 years of age
- Veterans or surviving spouses of veterans
- Disabled/handicap.
- Domestic Violence Preference (one points): The PHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking, **or human trafficking** who have either been referred by a partnering service agency or consortia or who are seeking an emergency transfer under VAWA from the PHA's Housing Choice Voucher program or other covered housing program operated by the PHA.

The PHA will work with the following partnering service agencies:

Refugee

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

Working Family Preference (one point): In order to bring higher income families into public housing, the PHA will establish a preference for "working" families, where the head, spouse, cohead, or sole member is currently working at least 20 hours per week. As required by HUD, families where the head and spouse, or sole member is a person age 62 or older, or is a person with disabilities, will also be given the benefit of the working preference [24 CFR 960.206(b)(2)].

Example 1: Head of household is elderly, but does not work. There is no spouse or cohead. This family receives benefit of the working preference.

Example 2: Head of household is 64, spouse is disabled. Neither work. This family receives benefit of the working preference.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

~~If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.~~

~~At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.~~

~~For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.~~

If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed, and the hardship is now a long-term hardship. The model ACOP permits the PHA and the family to agree on a repayment schedule in accordance with the PHA's policy.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' Web site at www.os.dhhs.gov.

The PHA may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

PHA Policy

For family members claiming disability who receive disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through HUD's Enterprise Income Verification (EIV) system. If documentation is not available through HUD's EIV system, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If a family member is unable to provide the document, the PHA will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from www.ssa.gov. Once the family receives the benefit verification letter, they will be required to provide the letter to the PHA.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined their placement on the waiting list.

PHA Policy

The PHA offers a preference for working families, described in Section 4-III.B.

The PHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking as described in Section 4-III.B. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII.D.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 9.

Social Security/SSI Benefits

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 60 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 60 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.
- Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

PHA Policy

~~The PHA will accept written third-party documents provided by the family.~~

~~If family-provided documents are not available, the PHA will provide a third-party verification form directly to the care provider requesting the needed information.~~

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

PHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Chapter 8

LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, the PHA may conduct additional inspections in accordance with PHA policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement and if the family is determined to be over income for 24 consecutive months [24 CFR 966.4(a)(2)].

PHAs must adopt smoke-free policies, which must be implemented HUD required to be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

PHAs must include in the ACOP residential minimum heating standards policies [Notice PIH 2018-19]. The policy is included in Part I of this chapter.

Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA's leasing policies.

For policies on lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months, see 13-III.C., Over-Income Families.

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

At the option of the PHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

PHA Policy

Residents must pay a security deposit to the PHA at the time of admission. Security Deposit with the management approval may make installment payments.

The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 **21** days of move-out, the PHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The PHA will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

8-I.G. MINIMUM HEATING STANDARDS [Notice PIH 2018-19]

PHAs in states, territories, or localities with existing minimum heating standards must use their respective local standards for public housing dwelling units. For PHAs where state or local minimum heating standards do not exist, PHAs must use the HUD-prescribed heating standards specified in Notice PIH 2018-19.

PHA Policy

The PHA is located in an area where state or local residential heating standards exist and will utilize those standards for public housing units. Therefore, the PHA's minimum heating standards are as follows:

Minimum temperature:

If the PHA controls the temperature, the minimum temperature in each unit must be at least [insert degrees Fahrenheit]. If the resident controls the temperature, the heating equipment must have the capability of heating to at least **68 degrees Fahrenheit**.

Minimum temperature capability:

[If PHAs are allowed flexibility maintaining the indoor temperature when the outdoor temperature approaches the design day temperature, insert criteria for when flexibility applies and the minimum temperature threshold that the indoor temperature should never fall below. Note, the design day temperature refers to the lowest expected outdoor temperature a heating system was designed to accommodate.]

Measurement:

Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.

Chapter 9

REEXAMINATIONS

[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION

With the exception of non-public housing over income families, the PHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

Part I: Annual Reexaminations for Families Paying Income Based Rents. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

Part II: Reexaminations for Families Paying Flat Rents. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Reexaminations. This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a reexamination.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENTS [24 CFR 960.257]

9-I.A. OVERVIEW

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. For any non-public housing over income families, the PHA may not conduct an annual reexamination of family income. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

The PHA is required to obtain all of the information necessary to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

This part contains the PHA's policies for conducting annual reexaminations.

PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS [24 CFR 960.253~~(f)~~7(2)]

9-II.A. OVERVIEW

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every ~~three~~ years [24 CFR 960.257~~(a)(2)~~-3~~(f)~~]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, the PHA must also review compliance with the community service requirement for families with nonexempt individuals.

This part contains the PHA's policies for conducting reexaminations of families who choose to pay flat rents.

9-II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Reexamination

PHA Policy

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every ~~three~~ years.

Reexamination Policies

PHA Policy

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.D above.

9-II.C. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

As noted above, full reexaminations are conducted every three years for families paying flat rents. In the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family’s income and expenses, and the family’s rent is not recalculated following an annual update.

Scheduling

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

PHA Policy

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

Conducting Annual Updates

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

PHA Policy

Generally, the family will not be required to attend an interview for an annual update. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to the PHA. The family will have 10 business days to submit the required information to the PHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. The PHA will accept required documentation by mail, by email, by fax, or in person.

If the family’s submission is incomplete, or the family does not submit the information in the required time frame, the PHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

11-I.B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).
- The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program
 - This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.
- Is a member of a non-public housing over-income family.

11-I.E. NONCOMPLIANCE

Noncompliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement and families determined to be over-income for 24 consecutive months. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the PHA or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR 960.607(c), Notice PIH 2015-12].

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability they are unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is engaged in *work activities*
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program
- Is a member of a non-public housing over-income family.

PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

12-I.B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

~~The~~ VAWA 2013 final rule ~~requires~~requires the PHA to adopt an emergency transfer plan for victims of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.

PHA Policy

The following are considered emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking. For instances of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, the threat may be established through documentation outlined in section 16-VII.D. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP), although, the PHA may waive this requirement in order to expedite the transfer process.

The PHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The PHA defines *immediately available* as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed **[insert number of days]**. If an internal transfer to a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs.

The PHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan.

12-I.C. EMERGENCY TRANSFER PROCEDURES

PHA Policy

Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours.

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the PHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, - or human trafficking, the PHA will follow procedures outlined in Exhibit 16-4.

12-I.D. COSTS OF TRANSFER

PHA Policy

The PHA will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

The PHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the PHA will collect information from companies in the community that provide these services.

The PHA will reimburse the family for eligible out-of-pocket moving expenses up to the PHA's established moving allowance.

12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request [PH Occ GB, p. 150].

PHA Policy

Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff

- Owe no back rent or other charges, or have a pattern of late payment

- Have no housekeeping lease violations or history of damaging property

- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the PHA's advantage to make the transfer.

Exceptions will also be made when the PHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP. Tenants who are not in good standing may still request an emergency transfer under VAWA.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

12-III.F. HANDLING OF REQUESTS

PHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP). The PHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. If the PHA accepts an individual's statement, the PHA will document acceptance of the statement in the individual's file in accordance with 16-VII.D. of this ACOP. Transfer requests under VAWA will be processed in accordance with the PHA's Emergency Transfer Plan (Exhibit 16-3). In case of a reasonable accommodation transfer, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The PHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, ~~or~~ stalking, **or human trafficking** in accordance with section 16-VII.D of this ACOP.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

The PHA will respond within ten (10) business days of the submission of the family's request. If the PHA denies the request for transfer, the family will be informed of its grievance rights.

12-IV.C. TRANSFER OFFER POLICY

PHA Policy

Residents will receive one offer of a transfer.

When the transfer is required by the PHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

12-IV.D. GOOD CAUSE FOR UNIT REFUSAL

PHA Policy

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

The family demonstrates to the PHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the PHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, ~~or~~ stalking, **or human trafficking** in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The unit has lead-based paint and the family includes children under the age of six.

The PHA will require documentation of good cause for unit refusals.

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The PHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA.

When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the PHA requirements for voluntary termination of the lease by the family.

Part II: Termination by PHA - Mandatory. This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements **and families that have been over the income limit for 24 consecutive months**.

Part III: Termination by PHA – Other Authorized Reasons. This part describes the PHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes PHAs to terminate. For some of these options HUD requires the PHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options the PHA has full discretion whether to consider the options as just cause to terminate as long as the PHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the PHA may consider in lieu of termination, and the criteria the PHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and PHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

- **PIH**; or

- Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

The PHA must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the continued occupancy policies below.

Over-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHA Policy

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

<u>Family Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Over-Income Limit</u>	104,400.	119,280.	NA	NA	NA	NA	NA	NA

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-

Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the PHA will notify the family in writing of the determination within 10 business days of the date of the determination. The notice will state that the family will be charged the alternative non-public housing rent in accordance with PHA continued occupancy policies and HUD regulations and provide the family's new rent amount.

The notice will also include a new non-public housing lease and inform the family that the lease must be executed by the family and the PHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The PHA will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over-income family pays the PHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over-income family was required to execute the new lease.

Once the family signs the new non-public housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families.

The non-public housing over-income lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the PHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.

Upon execution of the lease, the tenant will be required pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the PHA in accordance with HUD regulations. The PHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault, ~~or stalking,~~ or human trafficking may not be construed as serious or repeated violations of the lease by the victim or threatened victim ~~of such violence or stalking~~ [24 CFR 5.2005(c)(1)].

PHA Policy

The PHA will terminate the lease for the following violations of tenant obligations under the lease:

Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

Repeated late payment of rent or other charges. Four late payments within a 12-month period shall constitute a repeated late payment.

Failure to fulfill the following household obligations:

Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

Not to provide accommodations for boarders or lodgers

To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose

To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease

To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety

To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition

To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes PHAs to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as “other good cause.”

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples. The Violence against Women ~~Reauthorization~~ Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking as “other good cause” for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence [see 24 CFR 5.2005(c)(1)].

PHA Policy

The PHA will terminate the lease for the following reasons.

Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery of facts after admission to the program that would have made the tenant ineligible

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available

Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of the PHA pet policy

If the family has breached the terms of a repayment agreement entered into with the PHA

Over-Income Families [24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

Notice PIH 2019-11 also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

PHA Policy

At annual or interim reexamination, if a family's adjusted income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies.

Until such time as the final rule related to alternative rent amounts becomes legally effective, the PHA will not terminate the assistance of over-income families or charge such families an alternative rent. The PHA will continue to offer such families the choice between income-based or flat rent at each annual reexamination.

Once alternative rent requirements for over-income families become legally effective, the PHA will charge any family whose income has exceeded the over-income limit for at least two years the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

The PHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.

The PHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

Family Size	1	2	3	4	5	6	7	8
Over-Income Limit								

For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very low income limit by 2.4.

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that the PHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with PHA policy.

Additionally, under the Violence against Women ~~Reauthorization Act of 2013~~, the PHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.

PHA Policy

The PHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued occupancy, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the PHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

PHA Policy

The PHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property

The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking

The effects that the eviction will have on other family members who were not involved in the action or failure to act

The effect on the community of the termination, or of the PHA's failure to terminate the tenancy

The effect of the PHA's decision on the integrity of the public housing program

The demand for housing by eligible families who will adhere to lease responsibilities

The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future

13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, ~~OR~~ STALKING, OR HUMAN TRAFFICKING

This section addresses the protections against termination of tenancy that the Violence against Women Act ~~of 2013~~ (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking. For general VAWA requirements and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]

While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit a PHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking providing that the PHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit a PHA's authority to terminate the tenancy of any public housing tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

PHA Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the PHA's determination that they are an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

PHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking claims protection under VAWA, the PHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or remove a household member from a lease, “in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing” [FR Notice 8/6/13]. Moreover, HUD regulations impose on the PHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, ~~or~~ stalking, or human trafficking [see 24 CFR 966.4(e)(9)].

Specific lease language affirming the PHA’s authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the PHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. However, perpetrators should be given no more than 30 days’ notice of termination in most cases [Notice PIH 2017-08].

PHA Policy

The PHA will bifurcate a family’s lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-VII.D. The PHA will also consider the factors in section 13.III.E. Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered underby VAWA-2013.

PHA Policy

The PHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

Timing of the Notice [24 CFR 966.4(l)(3)(i); 24 CFR 966.8; Notice PIH 2021-29]

The PHA must give written notice of lease termination of:

- During the period of time for which HUD determines that a national emergency requires additional time for families to secure federal funding that is available due to a Presidential declaration of a national emergency, at least 30 days from the date the tenant receives the notice in the case of failure to pay rent
- When such emergency is not present, 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

PHA Policy

The PHA will give written notice of 30 calendar days from the date the tenant receives the notice for nonpayment of rent (during nationwide emergency orders) or 14 calendar days from the date the tenant receives the notice for nonpayment of rent (upon expiration of nationwide emergency orders). For all other lease terminations, the PHA will give 30 days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

PHA Policy

Any Notice to Vacate or Notice to Quit that is required by state or local law will *[insert either “be combined with” or “run concurrently”]* with the Notice of Lease Termination under this section.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

PHA Policy

The PHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

PHA Policy

As applicable, the PHA's notice of denial will include information about required or requested remote informal hearings.

When denying eligibility for admission, the PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women ~~Act~~ ~~Reauthorization Act of 2013~~, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

EXHIBIT 14-1: ~~SAMPLE~~-GRIEVANCE PROCEDURE

The sample procedure provided below is a sample only and is designed to match up with the default policies in the model ACOP. If your PHA has made further policy decisions after NMA has provided you with this chapter, you would need Definitions applicable to the grievance procedure [24 CFR 966.53].

~~Note: The sample procedure provided below is a sample only and is designed to match up with the default policies in the model ACOP. If your PHA has made policy decisions that do not reflect the default policies in the ACOP, you would need to ensure that the procedure matches those policy decisions.~~

I. Introduction

Public housing tenants have the right to request a grievance hearing for any PHA action or failure to act in accordance with the tenant's lease.

Grievance procedures do not apply in the following circumstances:

- A. Disputes between tenants not involving the PHA or class grievances [24 CFR 966.51(b)].
- B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].
- C. When the PHA is in a HUD-declared due process state, HUD allows the PHA to exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

I.II. Definitions ~~applicable to the grievance procedure~~ [24 CFR 966.53]

- A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - ii. Right of the tenant to be represented by counsel
 - iii. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense that the tenant may have
 - iv. A decision on the merits of the case
- D. **Hearing officer:** An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.
- ~~E. **Resident organization:** An organization of residents, which also may include a resident management corporation. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, who resides in the unit and who is the remaining head of the household of the tenant family residing in the dwelling unit.~~
- F.

III. This grievance procedure [24 CFR 966.51]

This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, explaining the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

~~F. **Resident organization:** An organization of residents, which also may include a resident management corporation.~~

~~H. **Applicability of this grievance procedure [24 CFR 966.51]**~~

~~In accordance with the applicable federal regulations (24 CFR 966.50), this grievance procedure is applicable to all individual grievances (as defined in Section I above) between the tenant and the PHA with the following exception of disputes between tenants not involving the PHA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].~~

~~This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].~~

~~Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(e)].~~

III.IV. Informal settlement of a grievance [24 CFR 966.54]

Any grievance request must be personally presented, either orally or in writing (including email), to the PHA's central office or the management office of the development in which the tenant resides within 10 days after the violation.

As soon as the grievance request is received, it will be reviewed by the PHA to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance, the PHA will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(l)(3)(i)(C)(v)(B)].

Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal settlement, the tenant will present their grievance.

Within five business days following the informal settlement, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant

is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant's file.

~~Any grievance must be personally presented, either orally or in writing (including email), to the PHA's central office or the management office of the development in which the complainant resides **within 10 days after the grievable event.**~~

~~Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Civil Rights Administrator or Director of Operations.~~

~~As soon as the grievance is received, it will be reviewed by the management office of the development or the Civil Rights Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure with the reason specified.~~

~~If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within 10 business days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.~~

~~**Within five business days** following the informal discussion, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and will specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary will also be placed in the tenant's file.~~

V. Requesting a formal grievance hearing

~~IV. — If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal settlement. **Formal grievance hearing**~~

~~V. — If the complainant is not satisfied with the settlement arrived at in the informal settlement, the complainant must submit a written request for a hearing to the management office of the development where the tenant resides **no later than five business days after the summary of the informal hearing is received.**~~

~~VI. — The written request must specify:~~

~~VII. — The reasons for the grievance; and~~

~~VIII. The action of relief sought from the PHA~~

~~Within 10 days of receiving the written request for a hearing, the hearing officer will schedule and send written notice of hearing to both the complainant and the PHA.~~

~~IX. The written request must specify the reasons for the request and the action or relief sought from the PHA.~~

X.VI. Selecting the hearing officer

A grievance hearing will be conducted by an impartial person appointed by the PHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 066.54(e)].

The PHA's method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].~~A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:~~

- ~~A. The hearing officer will be appointed directly by the executive director.~~
- ~~B. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the program manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.~~
- ~~C. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.~~

~~D.C. The PHA's method for selecting a hearing officer will be inserted into the lease.~~

XI.VII. Scheduling hearings [24 CFR 966.56(a)]

When a tenant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer.

Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, PHA, and hearing officer will be notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

- XII.** ~~The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.~~ When a complainant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer to schedule the hearing within the following 10 business days.

~~Once the hearing officer has scheduled the hearing, the hearing officer will send written notice of the hearing to both the complainant and the PHA. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested.~~

~~The written notice will specify the time, place, and procedures governing the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.~~

~~**The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, they may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.**~~

XIII.VIII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

A. The opportunity to examine any PHA documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy PHA documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If the PHA does not make the document available for examination upon request by the tenant, the PHA may not rely on such document at the grievance hearing.

B. The right to be represented by counsel or any other person chosen as the tenant's representative, at the tenant's expense, and to have such person make statements on the tenant's behalf.

C. The right to a private hearing unless the tenant requests a public hearing.

D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.

E. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or the PHA may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at: https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

~~The hearing will be held before a hearing officer as described above in Section V. The complainant will be afforded a fair hearing, which will include:~~

- ~~A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

The tenant is allowed to copy any such document at no cost to the tenant. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.~~
- ~~B. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.~~
- ~~C. The right to a private hearing unless the complainant requests a public hearing.~~
- ~~D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.~~
- ~~E. A decision based solely and exclusively upon the fact presented at the hearing [24 CFR 966.56(b)].~~

~~The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.~~

~~The complainant or the PHA may arrange in advance for a transcript of the hearing at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript [24 CFR 966.56(e)].~~

~~The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].~~

~~The PHA must comply with HUD's requirements regarding limited English proficiency as specified in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons," issued January 22, 2007, and available at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq.~~

XIV.IX. Remote Hearings

The PHA has the authority to require that hearings be conducted remotely in certain situations.

XV.X. Failure to appear at the hearing

If the tenant does not arrive within 15 minutes of the scheduled time, it will be considered a failure to appear, which means they have given up their right to a hearing.

~~XVI.— Both the tenant and the PHA must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the PHA’s disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)]. If the complainant or PHA fails to appear at the hearing, the hearing officer may make a determination to postpone the hearing or make a determination that the complainant has waived their right to a hearing.~~

~~Both the complainant and the PHA must be notified of the determination by the hearing officer. A determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA’s disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(e)].~~

XVII.XI. Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the tenant and the PHA.

The PHA will retain a copy of the decision in the tenant’s file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on the PHA unless the PHA’s Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the tenant’s lease or PHA regulations, which adversely affect the tenant’s rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer’s decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer’s decision, it must notify the tenant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant's right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].~~The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the complainant and the PHA.~~

~~The PHA will retain a copy of the decision in the tenant's file.~~

~~The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.~~

~~The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:~~

~~A. — The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or~~

~~B. — The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.~~

~~When the PHA considers the decision of the hearing officer to be invalid due to either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.~~

~~A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of nor affect in any way the rights of the complainant to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].~~

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of PHA-furnished utilities.

Part II: Establishing Flat Rents . This part describes the requirements and policies related to establishing and updating flat rent amounts.

Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families and describes the circumstances under which the PHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part IV: Public Housing Assessment System (PHAS). This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect a PHA.

Part V: Record Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VI: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's reporting responsibilities related to children with elevated blood lead levels that are living in public housing.

Part VII: Violence against Women Act (VAWA): Notification, Documentation, and Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, ~~and~~ stalking, and human trafficking; and maintaining the confidentiality of information obtained from victims.

PART II: ESTABLISHING FLAT RENTS

16-II.A. OVERVIEW

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and proration of rent for a mixed family are discussed in Chapter 6.

16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH ~~2017-23~~[2022-33](#)]

Establishing Flat Rents

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits PHAs to ~~request~~ [apply for](#) an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate, [through the submission of a market analysis](#), that these FMRs do not reflect the market value of a particular property or unit [and HUD agrees with the PHA's analysis](#).

~~In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:~~

- ~~• Location~~
- ~~• Quality~~
- ~~• Unit size~~
- ~~• Unit type~~
- ~~• Age of the unit~~
- ~~• Amenities at the property and in immediate neighborhood~~
- ~~• Housing services provided~~
- ~~• Maintenance provided by the PHA~~
- ~~• Utilities provided by the PHA and/or landlord for (comparable units in the market study)~~

~~The PHA must provide a corresponding key explaining the calculations used for determining the valuation for each factor. HUD published a Flat Rent Market Analysis tool on August 22, 2018, which includes a rent adjustment guide, a market rent comparison guide, and a rent adjustment worksheet to aide PHAs in requesting exception flat rents.~~

The market analysis must be submitted using form HUD-5880, “Flat Rent Market Analysis Summary.”

PHAs must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH ~~2017-23~~2022-33.

PHAs are now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit’s utility allowance, if any.

Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, ~~or~~ the equal access final rule, or VAWA

Confidential records of all emergency transfers related to VAWA requested under the PHA's Emergency Transfer Plan and the outcomes of such requests

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

16-V.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

PHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Domestic Violence, Dating Violence, Sexual Assault, ~~or Stalking~~, or Human Trafficking Records

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, ~~or stalking~~, or human trafficking, see section 16-VII.E.

PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

16-VII.A. OVERVIEW

The Violence against Women ~~Reauthorization Act of 2013~~ (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, ~~and~~ stalking, and human trafficking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located in Chapter 3, “Eligibility” (sections 3-I.C and 3-III.F); Chapter 5, “Occupancy Standards and Unit Offers” (section 5-II.D); Chapter 8, “Leasing and Inspections” (section 8-I.B); Chapter 12, “Transfer Policy” (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, “Lease Terminations” (sections 13-III.F and 13-IV.D).

16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or
 - Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship

- The term *domestic violence* includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
 - The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
 - A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
 - A person with whom the victim shares a child in common
 - A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
- The term *economic abuse* means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:
 - Restrict a person's access to money, assets, credit, or financial information
 - Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
 - Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
- ~~of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.~~
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
 - Internet enabled devices
 - Online spaces and platforms
 - Computers
 - Mobile devices
 - Cameras and imaging programs
 - Apps
 - Location tracking devices
 - Communication technologies
 - Any other emergency technologies

16-VII.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

PHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

The PHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-5382) at each of these three junctures.

PHA Policy

The VAWA information provided to applicants and participants will consist of the notices in Exhibit 16-1 and 16-2.

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include such information in all notices of denial of assistance (see section 3-III.F).

The PHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. The PHA will also include such information in all lease termination notices (see section 13-IV.D).

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH ~~2006-42~~[2017-08](#) cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

PHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

16-VII.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, [human trafficking](#), or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, ~~or~~ stalking, [or human trafficking](#), or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [~~VAWA 2005 final rule~~ [FR Notice 11/16/16](#)].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, ~~or~~ stalking, [or human trafficking](#) will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim’s inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim’s need to address health or safety issues. Any extension granted by the PHA will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. The PHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

PHA Policy

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, ~~or~~ stalking, [or human trafficking](#), the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-VII.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

PHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Emergency Transfers: Public Housing (PH) Program

If you are a public housing resident and request an emergency transfer as described in this plan, the PHA will attempt to assist you in moving to a safe unit quickly. The PHA will make exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the PHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program
- HCV project-based assistance
- Other programs administered by the PHA (such as state housing programs)

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

GLOSSARY

A. ACRONYMS USED IN PUBLIC HOUSING

ACC	Annual contributions contract
ACOP	Admissions and continued occupancy policy
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
AMI	Area median income
AMP	Asset management project
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFP	Capital fund program
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
COCC	Central office cost center
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EID	Earned income disallowance
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office

HA	Housing authority or housing agency
HCV	Housing choice voucher
HERA	Housing and Economic Recovery Act of 2008
HOPE VI	Revitalization of Severely Distressed Public Housing Program
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IMS	Inventory Management System
IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
LIHTC	Low-income housing tax credit
MTW	Moving to Work
NOFA	Notice of funding availability
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PHA	Public housing agency
PHAS	Public Housing Assessment System
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
QC	Quality control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)

RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
ROSS	Resident Opportunity and Supportive Services
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency
TANF	Temporary assistance for needy families
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
UPCS	Uniform Physical Condition Standards
URP	Utility reimbursement payment
VAWA	Violence Against Women Reauthorization Act of 2013
VCA	Voluntary Compliance Agreement

B. GLOSSARY OF PUBLIC HOUSING TERMS

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

Adjusted income. Annual income, less allowable HUD deductions and allowances.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in loco parentis (in the position or place of a parent), or any individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.

Alternative non-public housing rent. A monthly rent equal to the greater of:

- The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit; or
- The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

As-paid states. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

Assets. (See *net family assets*.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Ceiling rent. The highest rent amount the PHA will require a family to pay, for a particular unit size, when the family is paying an income-based rent.

Child. A member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

Cohead. An individual in the household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family. A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See *person with disabilities*.

Disallowance. Exclusion from annual income.

Displaced family. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes ~~of violence~~ committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

~~a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.~~

Domicile. The legal residence of the household head or spouse as determined in accordance with state and local law.

Drug-related criminal activity. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Economic abuse. Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

Economic self-sufficiency program. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

Effective date. The "effective date" of an examination or reexamination refers to: (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of reexamination of an existing tenant, the date the redetermined rent becomes effective.

Elderly family. A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person. An individual who is at least 62 years of age.

Eligible family (Family). A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR.

Employer identification number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted as evidence of citizenship or eligible immigration status. (See 24 CFR 5.508(b).)

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area as determined by HUD, whichever number is higher, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (See 24 CFR 5.603.)

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

Family. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family self-sufficiency program (FSS program). The program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

Federal agency. A department of the executive branch of the federal government.

Flat rent. Rent that is based on the market rent charged for comparable units in the private unassisted rental market, set at no less than 80 percent of the current fair market rent (FMR), 80 percent of the small area fair market rent (SAFMR), or 80 percent of the unadjusted rent, with utility allowances applied as necessary. The unadjusted rent is the FMR estimated directly from source data that HUD uses to calculate FMRs in nonmetropolitan areas. ~~Established by the PHA for each public housing unit; a rent based on the market rent charged for comparable units in the unassisted rental market, set at no less than 80 percent of the applicable Fair Market Rent (FMR), and adjusted by the amount of the utility allowance, if any~~

Foster child care payment. A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

Full-time student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (See 24 CFR 5.603)

Gender identity. Actual or perceived gender-related characteristics.

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

Housing agency (HA). See *public housing agency*.

HUD. The U.S. Department of Housing and Urban Development.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

Imputed asset. An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

Imputed asset income. The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income-based rent. A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Income Validation Tool (IVT) Accessible through HUD's EIV system, provides validation of tenant reported wages, unemployment compensation, and Social Security benefits by comparing the income reported in IMS-PIC via form HUD-50058 to information received from the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH), and the Social Security Administration (SSA) data sharing agreements.

Individual with handicaps. See *person with disabilities*.

Jurisdiction. The area in which the PHA has authority under state and local law to administer the program.

Lease. A written agreement between the PHA and a tenant family for the leasing a public housing unit. The lease establishes the legal relationship between the PHA and the tenant family.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

Medical expenses. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

Minimum rent. An amount established by the PHA of zero to \$50.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Non-public housing over-income family. A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

Over-income family. A family whose income exceeds the over-income limit.

Over-income limit. The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

Participant (participant family). A family that has been admitted to the PHA program and is currently assisted in the program.

Person with disabilities. *For the purposes of program eligibility.* A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Previously unemployed. With regard to the earned income disallowance, a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Public assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

Public housing agency (PHA). Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified family. A family residing in public housing:

- Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six-month period is at least \$500.

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

Recertification. Sometimes called *reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

Remaining member of the tenant family. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing program, the PHA administering the program under an ACC with HUD. **Secretary.** The Secretary of Housing and Urban Development.

Section 8. Section 8 of the United States Housing Act of 1937; refers to the housing choice voucher program.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the PHA upon termination of the lease.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a))

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Single person. A person living alone or intending to live alone.

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Technological abuse. An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent. The amount payable monthly by the family as rent to the PHA.

Total tenant payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Utilities. Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment (TTP) for the family occupying the unit.

Veteran. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

Violence Against Women ~~Reauthorization~~ Act (VAWA) ~~of 2013~~. Prohibits denying admission to, denying assistance under, or evicting from a public housing unit an otherwise qualified applicant or tenant on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.

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

Waiting list. A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

Welfare assistance. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as child care and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, child care information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

- i. display, use, or possess or allow members of the tenant's household or guest to display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Minnesota anywhere on the property of the Economic Development Authority.
- j. act uncooperative manner with neighbors and landlord's employees. Act or speak in abusive or threatening manner toward neighbors or landlord's employees.
- k. smoke anywhere in the building. **Smoking is not allowed in individual apartments including e-cigarettes.** (The Board adopted a no smoking policy on December 5, 2005. This policy change is in accordance with State and Federal Laws allowing no smoking regulations in apartments). **If tenant or tenant's guest(s) is found smoking in their apartment, termination of lease will be immediate, no warnings tenant will receive one written Lease Violation, second time tenant will be given a 15 day notice to vacate.**

With the written permission of the Landlord, the tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses.

The tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the tenant's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the tenant's family.

- 6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the tenant and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the tenant notifies the Landlord of his or her intent to vacate, the Landlord shall advise the tenant of their opportunity to participate in the move-out inspection.

- 7. **UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

LANDLORD PAID UTILITES	
Heat	Cooking Fuel
Electricity	Hot water
Water/Sewer	Trash

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(I)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore PHA policies are needed.

Definitions [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

Affiliated individual is defined in section 16-VII.B.

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

Dating violence is defined in section 16-VII.B.

Domestic violence is defined in section 16-VII.B.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

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

Household means the family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Other person under the tenant's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

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

Sexual assault is defined in section 16-VII.B.

Stalking is defined in section 16-VII.B.

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

Smoking anywhere in the building. Smoking is not allowed in individual apartments, including e-cigarettes. If a tenant or tenant's guest(s) is found smoking in their apartment or any common areas of the building, tenant will receive one written Lease Violation, second time resident will be given a 15-day Notice to Vacate.

Prepared by: Alex Smith, Deputy City Administrator

Background:

Pregnancy Resource Center, a tenant of the City Center Mall, is looking to renew their lease for one year. Their current lease ends December 31, 2023 and they are looking to renew for the term length of January 1, 2024 to December 31, 2024 at the below rates. These rates are a 3% increase from their lease ending December 2023 and have been agreed to by Pregnancy Resource Center.

The minimum rent during the term of this lease is recommended at the following rates:

Year		Rate	Monthly	Annual
January 1 ,2024- December 31, 2024	Suite 138	\$9.282875	\$1,160.36	\$13,924.31
	Suite 174	\$8.76	\$433.62	\$5,203.44
	Total		\$1,593.98	\$19,127.75

Recommendations:

EDA to review and approve the Pregnancy Resource Center lease renewal for 1 year at the listed rates.

Attachments:

1. 2024 Pregnancy Resource Center Lease Renewal Draft

CAMBRIDGE CITY CENTER LEASE

THIS LEASE is made this ____ day of December, 2023, between the Cambridge EDA, a public body corporate and politic (the "Landlord") and the Pregnancy Resource Center of Cambridge (the "Tenant").

In consideration of the payment of the rent and the performance of the covenants and agreements by the Landlord set forth below, the Landlord does hereby lease to the Tenant the following described property situated in the City of Cambridge, County of Isanti, in the State of Minnesota, the street address of which is 140 Buchanan Street North, Cambridge, Minnesota 55008. Suite #138 (1500 square feet) and Suite #174 (594 square feet) of the Cambridge City Center is outlined in yellow on the attached Exhibit "A", which is by reference made a part hereof. (The premises outlined in yellow are hereinafter called the "Leased Premises"). Legal description of the Cambridge City Center is attached as Exhibit "B". This lease supersedes all previous lease documents between Landlord and Tenant.

LEASE TERM

The Lease Term will begin January 1 ,2024 and rent will commence December 31, 2024. The fixed annual minimum rent during the term of this lease shall be payable by Tenant in monthly installments, on or before the first day of each month, in advance, at the office of Landlord or at such other place as is designated by Landlord, without prior demand therefore, and without any deduction or setoff whatsoever. The Lease Term shall run from January 1, 2024 to December 31, 2024.

MINIMUM RENT

The minimum rent during the term of this lease shall be at the following rates:

Year		Rate	Monthly	Annual
January 1 ,2024- December 31, 2024	Suite 138	\$9.282875	\$1,160.36	\$13,924.31
	Suite 174	\$8.76	\$433.62	\$5,203.44
	Total		\$1,593.98	\$19,127.75

TENANT AGREEMENT

The Tenant, in considerations of the leasing of the premises agrees as follows:

1. To pay the rent for the premises above-described.
2. To keep the improvement upon the premises, including sewer connections, plumbing, wiring (including lights bulbs, light fixtures, outlets and outlet covers, ballast and glass in good repair, all at Tenant's expenses, and at the expiration of

the Lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted.

3. To be responsible for a pro rata share, based on the square footage of leased space, of all taxes, assessments, and other governmental charges that are levied or assessed against the Center during the term of this Lease.

Without limiting the foregoing, to the extent that personal property taxes or taxes in lieu of or as a substitute for real estate taxes are imposed with respect to the Leased Premises or directly on Tenant during the term of this Lease, Tenant shall pay such taxes (and any installments of special assessments allocable to the Leased Premises) before delinquency and shall indemnify and hold harmless Landlord from such taxes (and special assessments). Without limiting the foregoing, in the event that the Leased Premises is deemed or classified as a separate tax parcel or separate sub-tax parcel by Isanti County, Tenant shall pay before delinquency all taxes and installments of special assessments for such tax parcel or sub-tax parcel during the term of this Lease.

4. That the Tenant shall not paint, wallpaper, nor make alterations to the property without the Landlord's prior written consent.
5. Tenant shall not erect or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not erect or install any exterior signs at any time without Landlord's prior written consent. It is agreed by Tenant that all of Tenant's signs shall conform when installed to the Sign Criteria set forth as Exhibit "C" hereto and incorporated herein by reference or to the Sign Criteria then in effect with respect to the City Center at the time of installation of any sign by Tenant, which Sign Criteria Landlord reserves the right to modify. In addition, the Landlord will allow Tenant a marquee sign, if and when constructed by Landlord to contain a removable nameplate that identifies the Tenant (to be co-located along with other City Center Tenants) on the Main Street/3rd Avenue NE location.
6. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord.
7. To use the premises only as medical/professional offices and to use the premises for no purposes prohibited by the laws of the United States or the State of Minnesota, or of the ordinances of the City of Cambridge, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
8. To comply with all reasonable rules or regulations posted on the premises or determined mutually between tenants and Landlord.

9. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premise, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefore, but to permit the Landlord to place a "For Lease" card or sign upon the leased premises at any time after sixty (60) days before the end of this lease. Tenant agrees to indemnify, hold harmless and defend Landlord, its agents, employees, and officers from any liability or damages arising out of Tenant's operations or any act or omission of Tenant, its agents, employees, invitees, or guests in either the Leased Premises or the City Center.
10. Tenant agrees to carry during the term hereof public liability insurance for the Premises, providing coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000) against liability for injury to or death of any one person and One Million (\$1,500,000) Dollars against liability arising out of any one accident or occurrence, and also One Hundred Thousand Dollars (\$100,000) against liability arising out of any property damage; said insurance shall include Landlord, its agents, beneficiaries, and employees as assured parties and shall provide that Landlord shall be given a minimum of thirty (30) days notice by the insurance company prior to cancellation, termination, or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.
11. Tenant agrees to permit Landlord or its agents and/or representatives to enter into and upon any part of the Leased Premises during all suitable hours to inspect the same, clean, make repairs, alterations or additions thereto or show the Leased Premises to prospective Tenants, purchasers or others, or for any other reasonable purposes as Landlord may deem necessary or desirable. Landlord shall, except in an emergency, give Tenant reasonable notice prior to such entry. No such entry shall constitute an eviction or entitle Tenant to any abatement of rent, operating costs, or any sums due under said Lease.
12. The leased premises are constructed to utilize individual heating and air conditioning systems. Landlord agrees to keep the air-conditioning and heating systems operating at levels sufficient to satisfy the requirements of the leased premises. Tenant shall pay for all heating, air conditioning, electricity, gas, and telephone charges used in the leased premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

13. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant, or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account. Further, failure of the Landlord to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Tenant's liability to pay same.
14. If, after the expiration of this Lease, the tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
15. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such change and repairs/as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenants shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.
16. Tenant hereby deposits with Landlord and shall maintain at all times on deposit with Landlord and keep whole and unencumbered the sum \$1,000, the receipt of which is hereby acknowledged as security for the faithful performance by Tenant of every term and condition of this Lease. If there shall be a breach or default by Tenant in respect of any term or condition of this lease, Landlord may use all or any part of the security deposit to perform same for the account of Tenant. If Tenant shall fully and faithfully comply with all of the provisions of this lease then said security deposit or any balance thereof remaining shall be repaid to Tenant within a reasonable time after such removal, quitting, and surrender. It is understood that no interest on said security will be paid by Landlord to Tenant. In the event of any sale, transfer, or assignment of Landlord's interest under this lease, Landlord may transfer or assign said security deposit to the vendee, transferee or assignee, as the case may be, and Landlord thereupon shall be released from all liability for the repayment of said security deposit, and Tenant, in each instance, shall look solely to such vendee, transferee or assignee, as the case may be, for repayment of said security deposit. The provisions hereof shall apply to each such sale, transfer, or assignment and to each such transfer or assignment of such security deposit.
17. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Tenant contained herein, it shall be lawful for the Landlord to declare the term ended, and to enter into the

premises, either with or without legal process, and to remove the Tenant or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefore, and to repossess the premises free and clear of any rights of the Tenant. If, at any time, this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.

18. In the event of any dispute arising under the terms of this Lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
19. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
20. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
21. This lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.
22. Landlord promises to keep the structural elements (i.e. walls and roof) and the parking lot and sidewalks of the Cambridge City Center in reasonable repair except when the damage is caused by the intentional or negligent action of Tenant or Tenant's agents, employees or guests. For purposes of this Lease, structural elements shall mean the foundation, floor, exterior and load bearing walls and the roof. Maintenance of the parking lot and sidewalks shall include snow removal.
23. Tenant expressly understands that the location of the property may be situated in a future redevelopment area. At the present time there is not a plan for redevelopment that would affect the term of this lease but a concept of a Cambridge Depot for Passenger rail service has been presented. However, should a redevelopment plan come to fruition during the term of the lease, Landlord will give the Tenant a minimum of 180 days notice to vacate the subject property. If notice is given, Tenant shall vacate the subject property 180 days thereafter, or at a later time as agreed upon by the Landlord. Tenant hereby expressly waives any right to damages that may arise from any redevelopment action or eminent domain action of the City of Cambridge or any claim for

relocation assistance. Tenant understands that the possibility of redevelopment is reflected in the lease rate.

The City of Cambridge acknowledges that if the proposed Cambridge Depot for Passenger rail service is located at the City Center Mall, the City of Cambridge will make every attempt to retain space for the Pregnancy Resource Center of Cambridge.

24. Tenant is responsible for cleaning and general maintenance of the premises. Tenant is responsible for, including but not limited to,: interior cleaning of the unit and glass doors; light bulb replacement and disposal; general maintenance and repair of any tenant build out items in the suite; moving/set-up of tenant items; garbage removal (all tenant garbage shall be brought out to the dumpsters in the rear of the mall).
25. Landlord is not responsible for any items displayed by tenant in the common area of the mall outside of tenant's individual suite(s). All such items must be removed upon request of the Landlord in order for the common area mall floors to be cleaned or when a special event is being held in the common area of the mall. This lease only grants use by the tenant for the suite as outlined on Exhibit A.
26. In the event the Tenant or Landlord wish to terminate the lease for any reason, the Landlord shall provide Tenant with a six-month early termination notice and Tenant shall provide the Landlord with a 3-month early termination notice. The Tenant shall agree to pay the rent through the end of the early termination notice period.
27. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, delivered via overnight delivery or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, as follows:

If to Landlord:

Cambridge EDA
Attn: Caroline Moe
300 3rd Avenue NE
Cambridge, MN 55008
(763) 552-3202

If to Tenant:

Gina M. Kennedy
Pregnancy Resource Center
140 Buchanan St. N, Suite 138
Cambridge, MN 55008
763-689-4319

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date set forth above.

Cambridge EDA

By: _____

Its: _____

By: _____

Its: _____

Pregnancy Resource Center of Cambridge

By: _____

Its: _____

By: _____

Its: _____