Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by STANDARD PHAs or TROUBLED PHAs. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

(1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) **Small PHA** – A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.

(3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) **Troubled PHA** – A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1 PHA Name: Waco Housing Authority & Affiliates PHA Code: TX 010

PHA Type: ☒ Standard PHA ☐ Troubled PHA

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2020

PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)

<table>
<thead>
<tr>
<th>Number of Public Housing (PH) Units</th>
<th>Public Housing Units</th>
<th>Number of Housing Choice Vouchers (HCVs)</th>
<th>HCV</th>
</tr>
</thead>
<tbody>
<tr>
<td>902</td>
<td></td>
<td>2612</td>
<td></td>
</tr>
</tbody>
</table>

PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

The PHA Annual Plan is posted at all three Public Housing Development Sites – Estella Maxey – 1809 J J Flewellen, Waco, Texas; Kate Ross, 937 s. 11th, Waco, Texas; South Terrace – 100 Kennedy circle, Waco, Texas; Main Office – 4400 Cobbs Dr., Waco, TX; WHA website www.wacopha.org; a copy is also given to each Resident Council.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

<table>
<thead>
<tr>
<th>Participating PHAs</th>
<th>PHA Code</th>
<th>Program(s) in the Consortia</th>
<th>Program(s) not in the Consortia</th>
<th>No. of Units in Each Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead PHA:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PH</th>
<th>HCV</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## B. Annual Plan Elements

### B.1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

<table>
<thead>
<tr>
<th>Element</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Housing Needs and Strategy for Addressing Housing Needs</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Financial Resources.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Rent Determination.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Operation and Management.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedures.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Homeownership Programs.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Community Service and Self-Sufficiency Programs.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Safety and Crime Prevention.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Pet Policy.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Asset Management.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Substantial Deviation.</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Significant Amendment/Modification</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

Financial audit was completed with no findings.
Changes to ACOP and Admin Plan are attached
(c) The PHA must submit its Deconcentration Policy for Field Office review.
B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>
| ☒ | ☐ | Hope VI or Choice Neighborhoods.  
| ☐ | ☒ | Mixed Finance Modernization or Development.  
| ☐ | ☒ | Demolition and/or Disposition.  
| ☒ | ☐ | Designated Housing for Elderly and/or Disabled Families.  
| ☐ | ☒ | Conversion of Public Housing to Tenant-Based Assistance.  
| ☒ | ☐ | Conversion of Public Housing to Project-Based Assistance under RAD.  
| ☐ | ☒ | Occupancy by Over-Income Families.  
| ☐ | ☒ | Occupancy by Police Officers.  
| ☐ | ☒ | Non-Smoking Policies.  
| ☐ | ☒ | Project-Based Vouchers.  
| ☐ | ☒ | Units with Approved Vacancies for Modernization.  
| ☐ | ☒ | Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).  

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

WHA has applied for RAD and has been accepted. Will be doing all three Public Housing Developments, Estella Maxey, 1809 JJ Flewellen, Kate Ross, 937 S. 11th St., South Terrace, 100 Kennedy Circle, for a total of 902 units.

WHA has also implemented a No Smoking policy at all three Public Housing Developments.

Rental Assistance Demonstration (RAD)

Rental Assistance Demonstration (RAD) The Waco Housing Authority is amending its (annual and/or 5-year) PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, The Waco Housing Authority will be converting to (Project Based Vouchers or Project Based Rental Assistance) under the guidelines of H 2019-xx/PIH 2019-xx, REV-4 and any successor Notices. Upon conversion to (Project Based Vouchers or Project Based Rental Assistance) the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in (For conversions to PBV: Section 1.6 of H 2019-xx/PIH 2019-xx, REV-4; and H-2016-17/PIH-2016-17; For conversions to PBRA: Section 1.7 of H 2019-xx/PIH 2019-xx, REV-4; and H-2016-17/PIH-2016-17). Waco Housing Authority plans to initially convert 250 unit at South Terrace, with a RAD (PBV) Section 18 blend, currently proposed at 188 + 62 Section 18. Residents housed in a RAD converted unit for no less than one full year will have the opportunity to request a Housing Choice Voucher (HCV).

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing Waco Housing Authority and Affiliates with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority’s Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that Waco Housing Authority and Affiliates may also borrow funds to address their capital needs. Waco Housing Authority and Affiliates will also be contributing Operating and Capital Funds towards the conversion.

B.3 Civil Rights Certification.

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.

B.4 Most Recent Fiscal Year Audit.

(a) Were there any findings in the most recent FY Audit?

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

(b) If yes, please describe:
### B.5 Progress Report.

Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

- WHA continues to increase the number of Section 8 Landlords participating in the Section 8 program.
- WHA continues to work with organizations in the City of Waco to revitalize neighborhoods in Waco.
- WHA continues to have new homeowners through our Section 8 Homeownership program and FSS program.
- WHA continues to maintain Public Housing stock to a high quality by making all needed upgrades and repairs.
- WHA continues with its RAD program.

### B.6 Resident Advisory Board (RAB) Comments.

(a) Did the RAB(s) provide comments to the PHA Plan?

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
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<tbody>
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</table>

(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

### B.7 Certification by State or Local Officials.

**Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan**, must be submitted by the PHA as an electronic attachment to the PHA Plan.

### B.8 Troubled PHA.

(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) If yes, please describe:

### C. Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).

#### C.1 Capital Improvements.

Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.

Most recent approved plan was 9/20/17.
Instructions for Preparation of Form HUD-50075-ST
Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan. All PHAs must complete this section.

B.1 Revision of PHA Plan Elements. PHAs must:

- Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” (24 CFR §903.7)

☐ Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(1))

☐ Provide a 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. (24 CFR §903.7(l))

☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the assignment policies that govern tenant eligibility, selection and admission. (24 CFR §903.7(b))

☐ Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ Operation and Management. A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ Grievance Procedures. A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ Homeownership Programs. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(g))

☐ Community Service and Self Sufficiency Programs. Describe how the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(i)) A description of: 1) Any programs relating to services and amenities provided or offered to assisted families; and 2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS. (24 CFR §903.7(i))
B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

- **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Hope VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (Notice PIH 2010-30)

- **Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm, (Notice PIH 2010-30)

- **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers or addresses), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA’s last annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm. (24 CFR §903.7(b))

- **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected. Note: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

- **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(i))

- **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD’s website at: Notice PIH 2012-32

- **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: 1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family; and (5) The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR §903.7(b))
☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: Notice PIH 2009-21. (24 CFR §903.7(e))

☐ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. (24 CFR §903.7(b))

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

**B.3 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(e))

**B.4 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

**B.5 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

**B.6 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

**B.7 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**B.8 Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark “yes,” and describe that plan. If the PHA is troubled, but does not have any of these items, mark “no.” If the PHA is not troubled, mark “N/A.” (24 CFR §903.9)

**C. Statement of Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

**C.1 Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form- 50075.2 approved by HUD on XXX/XXX/XXXX.”

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 9.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.
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INDEPENDENT AUDITOR’S REPORT

To the Board of Commissioners
Housing Authority of the City of
Waco, Texas

Report on the Financial Statements
We have audited the accompanying financial statements of the business-type activities of the Housing Authority of the City of Waco, Texas as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and each major fund of the Housing Authority of the City of Waco, Texas, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows therefor for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management’s discussion on pages 1-11 is presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.
**Other Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Housing Authority of the City of Waco, Texas’ basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Financial Reporting Standards issued by the U.S. Department of Housing and Urban Development, Office of the Inspector General, and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying financial data schedule is presented for purposes of additional analysis as required by U.S. Department of Housing and Urban Development and is also not a required part of the financial statements of the Authority. This supplemental information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the financial data schedule and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated February 13, 2019, on our consideration of the Housing Authority of the City of Waco, Texas’ internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Housing Authority of the City of Waco, Texas’ internal control over financial reporting and compliance.

**David A. Boring, CPA**

Lubbock, Texas
February 13, 2020
This section of the Authority’s annual financial report presents Management’s analysis of the Authority’s financial performance during the Fiscal Year Ended September 30, 2019.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS:

The Waco Housing Authority reports a net gain of $732,933 for fiscal year ending September 30, 2019. Total revenue increased approximately 3% by $723,336. Total expenses also increased approximately 4% by $1,054,109. Total assets increased approximately 3% by $748,401 and total liabilities increased approximately 2% by $15,468. Net position increased $732,933 as a result of current year operations. Waco Housing Authority maintains its excellent financial position. This report discusses the financial highlights of the fiscal year in greater detail.

REQUIRED FINANCIAL STATEMENTS

The Financial Statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority’s assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial health of the Authority is improving or deteriorating.

The current year’s revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses, and Net Position. This statement measures the success of the Authority’s operations over the past fiscal year.

The Statement of Cash Flows is to provide information about the Authority’s cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations.
## FINANCIAL ANALYSIS OF THE AUTHORITY
### Summary of Combined Statement of Net Position

<table>
<thead>
<tr>
<th></th>
<th>FYE 2019</th>
<th>FYE 2018</th>
<th>Variance</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td>10,512,032</td>
<td>9,048,174</td>
<td>1,463,858</td>
<td>16.2%</td>
</tr>
<tr>
<td><strong>Noncurrent Assets</strong></td>
<td>15,896,213</td>
<td>16,611,670</td>
<td>(715,457)</td>
<td>-4.3%</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>26,408,245</td>
<td>25,659,844</td>
<td>748,401</td>
<td>2.9%</td>
</tr>
<tr>
<td><strong>Deferred Outflow of Resources</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Assets and Deferred Outflow of Resources</strong></td>
<td>26,408,245</td>
<td>25,659,844</td>
<td>748,401</td>
<td>2.9%</td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td>871,965</td>
<td>890,566</td>
<td>(18,601)</td>
<td>-2.1%</td>
</tr>
<tr>
<td><strong>Non-Current Liabilities</strong></td>
<td>84,338</td>
<td>50,269</td>
<td>34,069</td>
<td>67.8%</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>956,303</td>
<td>940,835</td>
<td>15,468</td>
<td>1.6%</td>
</tr>
<tr>
<td><strong>Deferred Inflow of Resources</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Net Investment in Capital Assets</strong></td>
<td>15,896,213</td>
<td>16,611,670</td>
<td>(715,457)</td>
<td>-4.3%</td>
</tr>
<tr>
<td><strong>Restricted Net Position</strong></td>
<td>255,993</td>
<td>98,173</td>
<td>157,820</td>
<td>160.8%</td>
</tr>
<tr>
<td><strong>Unrestricted Net Position</strong></td>
<td>9,299,736</td>
<td>8,009,166</td>
<td>1,290,570</td>
<td>16.1%</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>25,451,942</td>
<td>24,719,009</td>
<td>732,933</td>
<td>3.0%</td>
</tr>
<tr>
<td><strong>Total Liabilities, Deferred Inflow of Resources, and Net Position</strong></td>
<td>26,408,245</td>
<td>25,659,844</td>
<td>748,401</td>
<td>2.9%</td>
</tr>
</tbody>
</table>
FINANCIAL ANALYSIS OF THE AUTHORITY

Statement of Net Position

ASSETS

Current Assets – Current assets are comprised of cash, receivables, prepaid expenses and inventories. This fiscal year current assets increased $1,463,858. This is primarily due to an increase in cash. Unrestricted cash increased $1,416,156 and restricted cash increased $107,697. The changes in cash are mainly attributable current year operations.

Accounts receivable decreased ($68,241) this fiscal year. The receivable due from HUD for Capital Fund and FSS Program expenses decreased ($78,345). The Housing Authority has outstanding tenant receivables for the Low Rent program as well as the component unit. Accrued interest and net tenant receivables increased $7,200 and $1,196 respectively. All other miscellaneous receivables have minimal balances and had a net increase of $1,708.

Prepaid expenses increased $13,941 while inventories decreased ($5,695). Prepaid expenses include insurance, software licensing, and telephone expense. Total current assets increased approximately 16% compared to the prior fiscal year.

Non-Current Assets – Non-current assets decreased approximately (4%) this fiscal year by ($715,457). Non-current assets for the Housing Authority are comprised solely of capital assets. The Low Rent program made capital purchases of $762,089 this fiscal year. There were additions of $125,938 in buildings, $26,441 in equipment and $609,710 in construction in progress. Current year depreciation expense reduced net capital assets by ($1,750,495). Capital assets for the Low Rent projects decreased ($476,254) this fiscal year.
FINANCIAL ANALYSIS OF THE AUTHORITY
Statement of Net Position

LIABILITIES
Current Liabilities - Current liabilities decreased (2%) this fiscal year by ($18,601). The majority of outstanding payables are for normal operating expenses in all programs. Current accounts payable decreased ($237,121). Accrued wages and associated taxes decreased slightly by ($7,407). Current portion of accrued compensated absences increased by $38,636. The liability for tenant security deposits increased $10,935 and unearned revenue increased $1,003. Other current liabilities increased $57,314 which is mainly attributed to the HCV and Low Rent. Accrued liabilities other increased $118,411. Current liabilities decreased ($18,601) this fiscal year.

Noncurrent liabilities – Noncurrent liabilities consist of the tenant security deposit held for the five year lease on the Washington Avenue office building and cash restricted for the FSS program. Noncurrent liabilities increased by $34,069, primarily due to the changes in the FSS liability.

NET POSITION
Net Investment in Capital Assets – This equity account represents equity in net capital assets. This fiscal year Net Investment in Capital Assets decreased ($715,457). The Housing Authority has no related debt.

Restricted – Restricted is equity associated with assets whose use is limited by creditors or regulations of the program. This equity increased $157,820. All restricted net position is held for cumulative HAP reserves of the Housing Choice Voucher program.

Unrestricted - Unrestricted represents net income less those amounts distributed to other equity accounts. Unrestricted net position increased $1,290,570. The Housing Authority reports a net gain of $732,933. Net Investment in capital assets accounts for $715,457 and restricted net position accounted for ($157,820).
The Statement of Revenue, Expense and Changes in Net Position breaks down our revenues and expenses further. Table II, which follows, provides a combined statement of these changes. Table III provides a Statement of Revenues, Expenses, and Net Position by Revenue Source.

<table>
<thead>
<tr>
<th></th>
<th>FYE 2019</th>
<th>FYE 2018</th>
<th>Variance</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Revenue</td>
<td>5,054,398</td>
<td>5,013,442</td>
<td>40,956</td>
<td>0.8%</td>
</tr>
<tr>
<td>HUD Operating Grant</td>
<td>21,621,365</td>
<td>19,814,512</td>
<td>1,806,853</td>
<td>9.1%</td>
</tr>
<tr>
<td>Capital Grant Revenue</td>
<td>730,584</td>
<td>311,811</td>
<td>418,773</td>
<td>134.3%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>174,793</td>
<td>77,222</td>
<td>97,571</td>
<td>126.4%</td>
</tr>
<tr>
<td>Fraud Recovery</td>
<td>19,134</td>
<td>5,682</td>
<td>13,452</td>
<td>236.7%</td>
</tr>
<tr>
<td>Gain/(Loss) on Sale</td>
<td>-</td>
<td>1,252,052</td>
<td>(1,252,052)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>of Capital Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td>151,211</td>
<td>553,428</td>
<td>(402,217)</td>
<td>-72.7%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>27,751,485</strong></td>
<td><strong>27,028,149</strong></td>
<td><strong>723,336</strong></td>
<td><strong>2.7%</strong></td>
</tr>
<tr>
<td>Administrative</td>
<td>3,815,585</td>
<td>3,656,768</td>
<td>158,817</td>
<td>4.3%</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>499,125</td>
<td>501,338</td>
<td>(2,213)</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,602,599</td>
<td>1,697,178</td>
<td>(94,579)</td>
<td>-5.6%</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,680,836</td>
<td>2,576,283</td>
<td>104,553</td>
<td>4.1%</td>
</tr>
<tr>
<td>Protective Services</td>
<td>222,924</td>
<td>211,367</td>
<td>11,557</td>
<td>5.5%</td>
</tr>
<tr>
<td>Insurance</td>
<td>231,251</td>
<td>198,463</td>
<td>32,788</td>
<td>16.5%</td>
</tr>
<tr>
<td>General</td>
<td>568,037</td>
<td>540,577</td>
<td>27,460</td>
<td>5.1%</td>
</tr>
<tr>
<td>HAP</td>
<td>15,646,966</td>
<td>14,852,533</td>
<td>794,433</td>
<td>5.3%</td>
</tr>
<tr>
<td>Casualty/ Specialty Loss</td>
<td>735</td>
<td>-</td>
<td>735</td>
<td>0.0%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,750,494</td>
<td>1,729,936</td>
<td>20,558</td>
<td>1.2%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>27,018,552</strong></td>
<td><strong>25,964,443</strong></td>
<td><strong>1,054,109</strong></td>
<td><strong>4.1%</strong></td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td><strong>732,933</strong></td>
<td><strong>1,063,706</strong></td>
<td><strong>(330,773)</strong></td>
<td><strong>-31%</strong></td>
</tr>
<tr>
<td>Beginning Net Position</td>
<td>24,719,009</td>
<td>23,655,303</td>
<td>1,063,706</td>
<td>4.5%</td>
</tr>
<tr>
<td>Prior Period Adjustments</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Ending Net Position</td>
<td>25,451,942</td>
<td>24,719,009</td>
<td>732,933</td>
<td>3.0%</td>
</tr>
</tbody>
</table>
FINANCIAL ANALYSIS OF THE AUTHORITY
Statement of Revenues, Expenses and Net Position

Analysis of Revenues

Analysis of Expenses

[Bar charts showing financial data for the years 2019 and 2018]
## Waco Housing Authority
### Statement of Revenues, Expenses and Net Position

**TABLE III**

<table>
<thead>
<tr>
<th>Source of Revenue</th>
<th>Projects</th>
<th>FSS</th>
<th>DHAP/IKE</th>
<th>HCV</th>
<th>Mainstream Voucher</th>
<th>Unit</th>
<th>COCC</th>
<th>Elim</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Revenue</td>
<td>2,750,320</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,304,078</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,054,398</td>
</tr>
<tr>
<td>HUD Operating Grant</td>
<td>4,264,234</td>
<td>86,525</td>
<td>-</td>
<td>17,067,233</td>
<td>203,373</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>21,621,365</td>
</tr>
<tr>
<td>Capital Grant</td>
<td>730,584</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>730,584</td>
</tr>
<tr>
<td>Investment Income</td>
<td>102,597</td>
<td>-</td>
<td>298</td>
<td>5,867</td>
<td>503</td>
<td>62,960</td>
<td>2,568</td>
<td>-</td>
<td>174,793</td>
</tr>
<tr>
<td>Fraud Recovery</td>
<td>-</td>
<td>-</td>
<td>19,134</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>19,134</td>
</tr>
<tr>
<td>Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Gain/(Loss) on Sale of F/A</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Income</td>
<td>72,641</td>
<td>-</td>
<td>-</td>
<td>3,827</td>
<td>41,278</td>
<td>33,465</td>
<td>-</td>
<td>-</td>
<td>151,211</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>7,920,376</td>
<td>86,525</td>
<td>298</td>
<td>17,096,061</td>
<td>203,876</td>
<td>2,408,316</td>
<td>1,670,958</td>
<td>(1,634,925)</td>
<td>27,751,485</td>
</tr>
<tr>
<td>Administrative</td>
<td>1,809,980</td>
<td>75,644</td>
<td>-</td>
<td>1,711,697</td>
<td>4,213</td>
<td>880,275</td>
<td>1,400,461</td>
<td>(1,526,685)</td>
<td>3,815,585</td>
</tr>
<tr>
<td>Asset Management</td>
<td>108,240</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(108,240)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>499,029</td>
<td>-</td>
<td>-</td>
<td>96</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>499,125</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,338,304</td>
<td>-</td>
<td>-</td>
<td>7,586</td>
<td>-</td>
<td>234,888</td>
<td>21,821</td>
<td>-</td>
<td>1,602,599</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,042,480</td>
<td>-</td>
<td>-</td>
<td>18,819</td>
<td>-</td>
<td>566,965</td>
<td>52,572</td>
<td>-</td>
<td>2,680,836</td>
</tr>
<tr>
<td>Protective Services</td>
<td>221,718</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,206</td>
<td>-</td>
<td>-</td>
<td>222,924</td>
</tr>
<tr>
<td>Insurance</td>
<td>160,476</td>
<td>-</td>
<td>-</td>
<td>9,219</td>
<td>-</td>
<td>53,495</td>
<td>8,061</td>
<td>-</td>
<td>231,251</td>
</tr>
<tr>
<td>General</td>
<td>302,701</td>
<td>10,881</td>
<td>-</td>
<td>86,337</td>
<td>-</td>
<td>49,847</td>
<td>118,271</td>
<td>-</td>
<td>568,037</td>
</tr>
<tr>
<td>HAPs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15,619,556</td>
<td>27,410</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15,646,966</td>
</tr>
<tr>
<td>Casualty/Specialty Loss</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>735</td>
<td>-</td>
<td>-</td>
<td>735</td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,238,523</td>
<td>-</td>
<td>-</td>
<td>33,671</td>
<td>-</td>
<td>452,278</td>
<td>26,022</td>
<td>-</td>
<td>1,750,494</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>7,721,451</td>
<td>86,525</td>
<td>-</td>
<td>16,946,981</td>
<td>31,623</td>
<td>2,239,689</td>
<td>1,627,208</td>
<td>(1,634,925)</td>
<td>27,018,552</td>
</tr>
</tbody>
</table>

| Change in Net Position             | 198,925  | -   | 298      | 149,080| 172,253          | 168,627| 43,750| -    | 732,933     |
| Beginning Net Position             | 14,141,987| -   | 24,753   | 523,905| -                | 9,914,667| 113,697| -    | 24,719,009 |
| Eliminations/Transfers             | -        | -   | -        | -   | -                  | -    | -    | -    | -            |
| Prior Period Adjustments           | -        | -   | -        | -   | -                  | -    | -    | -    | -            |
| Ending Net Position                | 14,340,912| -   | 25,051   | 672,985| 10,083,294       | 157,447| -    | -    | 25,451,942 |

*FINANCIAL ANALYSIS OF THE AUTHORITY*  
*Statement of Revenues, Expenses and Net Position*
FINANCIAL ANALYSIS OF THE AUTHORITY
Statement of Revenues, Expenses and Net Position

Sources of Revenue 2019

18% Tenant
81% Grants/Subsidy
1% Other

Revenues by Source

COCC
Component Units
Mainstream Voucher
HCV
DHAP/DHAP-IKE
FSS
Projects

Expenses by Source

COCC
Component Units
Mainstream Voucher
HCV
DHAP/DHAP-IKE
FSS
Projects
FINANCIAL ANALYSIS OF THE AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position

REVENUES – Revenue increased approximately 3% this fiscal year by $723,336. The majority of the Housing Authority’s revenue is received through federal grants making up approximately 81% of total revenue. Revenue received from tenants totals approximately 18% of all revenue. Other revenue which includes Sale of capital assets, interest income and insurance proceeds makes up the remaining 1% of revenue.

Tenant Revenue – The majority of tenant revenue is received from the Low Rent Public Housing Program and the Component Units. Total tenant revenue increased 1% by $40,956 this fiscal year. Rental income increased $66,415 while miscellaneous tenant income decreased ($25,459).

HUD Operating Grant – Operating grant revenue increased approximately 9% this fiscal year by $1,806,853 compared to the prior fiscal year. Operating grant revenue is received from the Public Housing Low Rent Program, the Capital Fund Program, the Housing Choice Voucher Program, Mainstream Voucher Program and the FSS Program. Operating subsidy for the Housing Choice Voucher Program increased $926,165 in the current year. The new Mainstream Voucher program received $203,373. Operating subsidy for the Low Rent projects increased $691,322. The PIH Family Self Sufficiency fund decreased ($14,007).

HUD Capital Grant – Capital grant revenue increased significantly this fiscal year by $418,773. Capital grant revenue is received solely from the Capital Fund Program. The majority of capital additions to the Low Rent projects are funded by Capital Fund Program capital grant revenue. There was a total of $730,584 expended in capital grant revenue this fiscal year.

Interest from Investments - Interest income increased $97,571 this fiscal year.

Fraud Recovery – Fraud Recovery increased $13,452.

Gain on sale of fixed assets – This Gain decreased ($1,252,052) compared to prior year because of the prior year sale of the Victorian Gardens/New Rd land.

Other Income - Other income decreased by ($402,217) this fiscal year.
EXPENSES - The Waco Housing Authority increased total expenses $1,054,109, which is an increase of approximately 4%. The highlights of the expenses for the current year are as follows:

Administrative – Administrative costs include all non-maintenance and non-resident service personnel costs, legal costs, auditing costs, travel and training costs, and other administrative costs such as supplies, telephone expense, etc. Compared to 2018, administrative costs increased $158,817. Administrative salaries and benefits increased this fiscal year by $142,224. Advertising expense increased by $3,950 and audit expense increased by $5,000. Office expense increased $36,456 while legal expense decreased ($2,276). Travel expense decreased ($26,537).

Tenant Services – Tenant Services costs include all costs incurred by the Authority to provide social services to the residents. Tenant Services costs decreased approximately .4% by ($2,213). Salaries and benefits for tenant services increased $13,154. Other miscellaneous costs decreased ($15,367).

Utilities - The total utilities expense for the Authority decreased approximately (6%) this fiscal year by ($94,579). The cost to supply water, gas and electricity decreased ($12,337), ($49,898) and ($59,339), respectively. The cost to provide sewer services increased $26,995.

Maintenance – Maintenance costs are all costs incurred by the Authority to maintain the 1,240 units owned by the Authority in a safe and sanitary manner. Costs include personnel costs, materials used to maintain the units, contracts for waste management and telephone/radio service, etc. Total maintenance Expense for the Housing Authority increased approximately 4% by $104,553. Maintenance salaries and benefits decreased ($75,806) this fiscal year. Materials expense decreased by ($9,783) while contract costs increased by $89,821. Contract costs include contract labor, auto and equipment repair, garbage collection, building repair, as well as grounds contracts. Extraordinary maintenance increased $100,321.

Protective Services - Protective Services Expense increased by $11,557. This is the contract costs paid for security at all sites. The Authority is continuing its' efforts to maintain a safe environment for its residents.

Insurance Expenses – Insurance premiums increased $32,788 this fiscal year.

General Expenses – Total general expense increased $27,460 this fiscal year. Other general expenses increased $12,238. Compensated absences decreased ($13,496). Bad debt expense increased $28,718.

Housing Assistance Payments – Housing Assistance Payments (HAP) include payments made to landlords, who accommodate residents that qualify for Section 8 assistance, and utility payments made for the same qualified residents. For the current year, housing assistance payments increased by $794,433. The Housing Authority is continuing to use HAP reserves to maximize housing for the voucher program.

Depreciation – Because the costs of all capitalized additions are spread over the estimated useful life of an asset, the estimated current year costs of capitalized items is recorded as depreciation. Depreciation Expense increased $20,558.

Casualty Losses – Casualty losses increased $735 as there were none in the prior year.
FINANCIAL ANALYSIS OF THE AUTHORITY
Capital Assets, Economic Factors and Conclusion

CAPITAL ASSETS - At the end of fiscal year 2018 the Authority had $16,611,670 invested in Capital Assets, net of depreciation. As of September 30, 2019, the Authority had decreased its investment in capital assets by ($715,457) to $15,896,213. The following illustrates the Capital Asset values for 2019 and 2018.

<table>
<thead>
<tr>
<th>Waco Housing Authority Capital Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE 2019</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>Land</td>
</tr>
<tr>
<td>Buildings</td>
</tr>
<tr>
<td>Furn, Equip, Mach - Dwellings</td>
</tr>
<tr>
<td>Furn, Equip, Mach - Admin</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
</tr>
<tr>
<td>Construction in Progress</td>
</tr>
<tr>
<td><strong>Total Capital Assets</strong></td>
</tr>
</tbody>
</table>

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS:
The main factor that could affect the financial position of the authority in the subsequent fiscal year includes:

1. The Housing Authority receives 74% of its total revenue from federal grant programs and for this reason the main economic concern of the Housing Authority continues to be federal budget cuts and shutdowns.

CONCLUSIONS:
Waco Housing Authority’s management is committed to staying abreast of regulations and appropriations, as well as, maintaining an ongoing analysis of all budgets and expenses to ensure that the Authority continues to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development.

This financial report is designed to provide our residents, the citizens of Waco, Texas, all federal and state regulatory bodies, and any creditors with a general overview of the Authority’s finances. If you have any questions regarding these financial statements or supplemental information, you may contact Milet Hopping, President/CEO, or Doris Holtman, Vice President of Financial Services, at (254) 752-0324 or by writing: Waco Housing Authority, P. O. Box 978, Waco, TX 76703.
FINANCIAL STATEMENTS
## ASSETS

### CURRENT ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Cash</td>
<td>$9,815,402</td>
</tr>
<tr>
<td>Restricted Cash</td>
<td>507,402</td>
</tr>
<tr>
<td><strong>Total Cash</strong></td>
<td>10,322,804</td>
</tr>
<tr>
<td>Receivables, Net of Allowance</td>
<td>89,508</td>
</tr>
<tr>
<td>Inventories</td>
<td>60,876</td>
</tr>
<tr>
<td>Prepaid Expenses and Other Assets</td>
<td>38,844</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>10,512,032</td>
</tr>
</tbody>
</table>

### PROPERTY, PLANT AND EQUIPMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>932,918</td>
</tr>
<tr>
<td>Buildings</td>
<td>55,156,559</td>
</tr>
<tr>
<td>Furniture, Equipment &amp; Machinery - Dwellings</td>
<td>69,848</td>
</tr>
<tr>
<td>Furniture, Equipment &amp; Machinery - Administration</td>
<td>1,935,044</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>-</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>715,565</td>
</tr>
<tr>
<td><strong>TOTAL PROPERTY, PLANT &amp; EQUIPMENT</strong></td>
<td>58,809,934</td>
</tr>
</tbody>
</table>

Less Accumulated Depreciation

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET PROPERTY, PLANT &amp; EQUIPMENT</strong></td>
<td>15,896,213</td>
</tr>
</tbody>
</table>

### TOTAL NONCURRENT ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes, Loans &amp; Mortgages Receivable-Non Current</td>
<td>-</td>
</tr>
<tr>
<td>Other Assets - Non Current</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NONCURRENT ASSETS</strong></td>
<td>15,896,213</td>
</tr>
</tbody>
</table>

### TOTAL ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>26,408,245</td>
</tr>
</tbody>
</table>

### DEFERRED OUTFLOW OF RESOURCES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES</strong></td>
<td>$26,408,245</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
# LIABILITIES AND NET POSITION

## CURRENT LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$116,209</td>
</tr>
<tr>
<td>Accrued Wage/Payroll Taxes Payable</td>
<td>116,015</td>
</tr>
<tr>
<td>Accrued Compensated Absences</td>
<td>171,594</td>
</tr>
<tr>
<td>Tenant Security Deposits</td>
<td>254,815</td>
</tr>
<tr>
<td>Unearned Revenue</td>
<td>19,802</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td>75,119</td>
</tr>
<tr>
<td>Accrued Liabilities - Other</td>
<td>118,411</td>
</tr>
</tbody>
</table>

**TOTAL CURRENT LIABILITIES**  
871,965

## NONCURRENT LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noncurrent Liabilities - other</td>
<td>84,338</td>
</tr>
</tbody>
</table>

**TOTAL NONCURRENT LIABILITIES**  
84,338

**TOTAL LIABILITIES**  
956,303

## DEFERRED INFLOW OF RESOURCES

- [Blank]

## NET POSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Investment in Capital Assets</td>
<td>15,896,213</td>
</tr>
<tr>
<td>Restricted</td>
<td>255,993</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>9,299,736</td>
</tr>
</tbody>
</table>

**TOTAL NET POSITION**  
25,451,942

**TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES & NET POSITION**  
$26,408,245

The accompanying notes are an integral part of these financial statements
### OPERATING REVENUE

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Revenue</td>
<td>$ 5,054,398</td>
</tr>
<tr>
<td>Operating Grant Revenue</td>
<td>21,621,365</td>
</tr>
<tr>
<td>Other Government Grants</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>151,211</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUE</strong></td>
<td><strong>26,826,974</strong></td>
</tr>
</tbody>
</table>

### OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Expense Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>3,815,585</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>499,125</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,602,599</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,680,836</td>
</tr>
<tr>
<td>Protective Services</td>
<td>222,924</td>
</tr>
<tr>
<td>Insurance</td>
<td>231,251</td>
</tr>
<tr>
<td>General Expenses</td>
<td>568,037</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>1,750,494</td>
</tr>
<tr>
<td>Housing Assistance Payments</td>
<td>15,646,966</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>27,017,817</strong></td>
</tr>
</tbody>
</table>

### OPERATING INCOME

<table>
<thead>
<tr>
<th>Income/Expense Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING INCOME</strong></td>
<td><strong>(190,843)</strong></td>
</tr>
</tbody>
</table>

### NON-OPERATING REVENUE (EXPENSE)

<table>
<thead>
<tr>
<th>Income/Expense Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Grants</td>
<td>730,584</td>
</tr>
<tr>
<td>Casualty/ Specialty Loss</td>
<td>(735)</td>
</tr>
<tr>
<td>Investment Income - Unrestricted</td>
<td>174,793</td>
</tr>
<tr>
<td>Fraud Recovery</td>
<td>19,134</td>
</tr>
<tr>
<td>Gain/loss on Sale of Fixed Assets</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL NON-OPERATING REVENUE(DEFENSE)</strong></td>
<td><strong>923,776</strong></td>
</tr>
</tbody>
</table>

### CHANGE IN NET POSITION

<table>
<thead>
<tr>
<th>Position</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHANGE IN NET POSITION</strong></td>
<td><strong>732,933</strong></td>
</tr>
</tbody>
</table>

### NET POSITION, OCTOBER 1, 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET POSITION, OCTOBER 1, 2018</strong></td>
<td><strong>24,719,009</strong></td>
</tr>
</tbody>
</table>

### NET POSITION, SEPTEMBER 30, 2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET POSITION, SEPTEMBER 30, 2019</strong></td>
<td><strong>$25,451,942</strong></td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
### OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Received from Tenants</td>
<td>$6,726,648</td>
</tr>
<tr>
<td>Cash Received from HUD</td>
<td>19,714,409</td>
</tr>
<tr>
<td>Cash Received from Other</td>
<td>151,211</td>
</tr>
<tr>
<td>Cash Paid to Suppliers</td>
<td>(6,065,862)</td>
</tr>
<tr>
<td>Cash Paid to Employees</td>
<td>(3,244,324)</td>
</tr>
<tr>
<td>Cash Paid for Housing Assistance Payments</td>
<td>(15,646,966)</td>
</tr>
</tbody>
</table>

NET CASH PROVIDED BY OPERATING ACTIVITIES: **1,635,116**

### CAPITAL & RELATED FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisitions &amp; Construction of Capital Assets</td>
<td>(1,035,039)</td>
</tr>
<tr>
<td>Capital Grant Revenue</td>
<td>730,584</td>
</tr>
<tr>
<td>Casualty/ Specialty Loss</td>
<td>(735)</td>
</tr>
<tr>
<td>Sale of Fixed Assets</td>
<td></td>
</tr>
</tbody>
</table>

NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES: **(305,190)**

### NONCAPITAL FINANCING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraud Recovery</td>
<td>19,134</td>
</tr>
</tbody>
</table>

NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES: **19,134**

### INVESTING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Received from Interest Income</td>
<td>174,793</td>
</tr>
</tbody>
</table>

NET CASH PROVIDED BY INVESTING ACTIVITIES: **174,793**

NET INCREASE/(DECREASE) IN CASH BALANCE: **1,523,853**

### CASH BALANCE AT BEGINNING OF YEAR

| Total                   | $8,798,951  |

### CASH BALANCE AT END OF YEAR

| Total                   | $10,322,804 |

The accompanying notes are an integral part of these financial statements.
## RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income</td>
<td>$ (190,843)</td>
</tr>
<tr>
<td><strong>Adjustments to Reconcile Operating Income to Net Cash Provided (Used)</strong></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,750,494</td>
</tr>
<tr>
<td>(Increase) Decrease in Receivables - HUD</td>
<td>78,345</td>
</tr>
<tr>
<td>(Increase) Decrease in Receivables - Accrued Interest Receivable</td>
<td>(7,200)</td>
</tr>
<tr>
<td>(Increase) Decrease in Miscellaneous Receivables</td>
<td>(586)</td>
</tr>
<tr>
<td>(Increase) Decrease in Net Receivables - Tenants</td>
<td>(1,196)</td>
</tr>
<tr>
<td>(Increase) Decrease in Notes Receivable &amp; Other NonCurrent Assets</td>
<td>(1,122)</td>
</tr>
<tr>
<td>(Increase) Decrease in Inventories and Prepaid Expenses</td>
<td>(8,246)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>(235,485)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Wages &amp; Taxes</td>
<td>(7,407)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Compensated Absences</td>
<td>38,636</td>
</tr>
<tr>
<td>Increase (Decrease) in Tenant Security Deposits</td>
<td>10,935</td>
</tr>
<tr>
<td>Increase (Decrease) in Unearned Revenue</td>
<td>(1,003)</td>
</tr>
<tr>
<td>Increase (Decrease) in Other Liabilities</td>
<td>209,794</td>
</tr>
<tr>
<td><strong>TOTAL ADJUSTMENTS</strong></td>
<td><strong>1,825,959</strong></td>
</tr>
<tr>
<td><strong>NET CASH PROVIDED BY OPERATING ACTIVITIES</strong></td>
<td><strong>$ 1,635,116</strong></td>
</tr>
</tbody>
</table>
NOTE 1: NATURE OF OPERATIONS
The Housing Authority of the City of Waco (the "Authority") is a governmental entity created by the City of Waco, Texas for the acquisition, development, modernization, operation, and administration of public housing programs. The primary purpose of the Authority is to provide safe, decent, sanitary, and affordable housing to low income and elderly families in the City of Waco, Texas. The housing programs are operated in accordance with the U.S. Department of Housing and Urban Development ("HUD") guidelines.

The governing body of the Authority is the Board of Commissioners ("Board"), which consists of five members appointed by the Mayor of the City of Waco who have decision making authority. The Board appoints an Executive Director to administer the daily affairs of the Authority. The Authority is not considered a component unit of the City of Waco.

Financial Reporting Entity – The Authority’s financial statements include the accounts of all the Authority’s operations. The criteria for including organizations as component units within the Authority’s reporting entity, as set forth in Section 2100 of Government Accounting Standards Board’s (GASB’s) Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- The organization is legally separate (can sue and be sued in their own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints a voting majority of the organization’s board
- The Authority is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the Authority
- There is a fiscal dependency by the organization on the Authority

Based on the foregoing criteria, the four following entities were identified as blended component units of the Authority:

Waco Housing Opportunities Corporation (WHOC) is a 501c(3) non-profit corporation created to provide additional affordable housing and services to the lower income community by acquiring funds that are not available to the Authority in the normal course of business. The employees of the Authority provide services to WHOC. The Board of Commissioners of the Authority are the directors of WHOC.

Waco Public Facility Corporation (WPFC) was created in 1996 to issue bonds on behalf of the Authority for the purposes of Section 103, IRS Code of 1986, in furtherance of the public purposes of the Authority. WPFC is a non-profit entity and exempt from IRS reporting purposes. The Board of Commissioners of the Authority are also the directors of WPFC.

Rising Images, Inc. was created in March 2000 to provide property management services for the Raintree, Cimmarron, Hunnington & Picadilly apartment complexes. Rising Images, Inc. is a 509a(3). Employees of Rising Images as of September 30, 2017 are no longer reported separately and are included in the Housing Authority payroll and retirement plan.

Waco Public Facility Corporation II (WPFCII) was created in 2005 to issue bonds on behalf of the Authority for the purposes of Section 103, IRS Code of 1986, in furtherance of the public purposes of the Authority. WPFC is a non-profit entity and exempt from IRS reporting purposes. The Board of Commissioners of the Authority are also the directors of WPFC.

Programs Administered by the Authority
The Authority administers annual contribution contracts to provide low-income housing with primary financial support form the U.S. Department of Housing and Urban Development (HUD). Contract administered by the Authority are as follows:

Public Housing
The Authority owns, operates and maintains approximately 896 units of Public Housing. The properties were acquired through bonds and notes guaranteed by HUD and through grants, subject to the terms of an Annual Contributions Contract with HUD. Revenues consist primarily of rents and other fees collected form tenants, and an Operating Subsidy form HUD.
NOTE 1: NATURE OF OPERATION (Continued)

Capital Fund Program
Funds from the Capital Fund Program provided by HUD are used to maintain and improve this Public Housing portfolio. Substantially all additions to land, structures and equipment of Public Housing are accomplished through these modernization grant funds.

Housing Choice Voucher – Section 8 of the Housing and Community Development Act of 1974, provides subsidies (Housing Assistance Payments) on behalf of lower-income families to participating housing owners. Under this program, the landlord-tenant relationship is between a housing owner and a family, rather than the Authority and a family as in Public Housing programs. For existing housing, and in some cases for new construction and substantial rehabilitation, HUD contracts with the Authority to enter into contracts with owners to make assistance payments for the difference between the approval contract rent and the actual rent paid by lower-income families. Housing Assistance Payments made to landlords and some participants are funded through Annual Contributions Contracts.

Mainstream Voucher
This program which is specifically targeted to non-elderly persons with disabilities. Aside from serving a special population, Mainstream vouchers are administered using the same rules as other housing choice vouchers.

VASH
This program which is specifically targeted to homeless veterans based on a variety of factors, including the number of reported homeless veterans and the proximity of a local VAMC with the capacity to provide case management. Local communities that receive HUD homeless assistance will work with local VAMCs to identify eligible participants. Veterans participating in the HUD-VASH program rent privately owned housing and generally contribute no more than 30 percent of their income toward rent.

Central Office Cost Center
The Central Office Cost Center operates like a property management company for the Authorities properties.

ROSS
This program works to promote the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources, for supportive services and resident empowerment activities. These services should enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, make progress toward achieving economic independence and housing self-sufficiency or, in the case of elderly or disabled residents, help improve living conditions and enable residents to age-in-place.

DHAP
Emergency Management Agency (FEMA) through a program called the Disaster Housing Assistance Program (DHAP). With an interagency agreement between HUD and FEMA, DHAP will be vital for helping the Gulf Coast residents displaced by Hurricanes rebuild their lives, get on a path to self-sufficiency and have the opportunity to return home, if they choose.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting – The Authority’s financial statements are presented on the full accrual basis in accordance with accounting principles generally accepted in the United States of America. The Authority applies all Governmental Accounting Standards Board (GASB) pronouncements as well as Financial Accounting Standards Board (FASB) statements and interpretations, and the Accounting Principles Board (APB) of the Committee on Accounting.
NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

All activities of the Authority are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Authority are rents collected from tenants and subsidies provided by federal agencies. The Authority also recognizes as operating revenue and expenses the portion of interest on bonds and notes related to housing developments of the Authority and its partnerships. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, depreciation on capital assets and amortization of bond discounts. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Budget Information – The Authority adopts annual operating budgets for its enterprise fund programs which receive federal funding. The Authority prepares its annual budgets on a basis of accounting which is materially consistent with GAAP. Budgets are also prepared for capital projects activities. Budgets are submitted by the Authority and approved by the Board of Commissioners.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - Cash equivalents are defined as investments, which have original maturities of three months or less. The Authority's investment policies are governed by state statutes. Cash funds are deposited in Federal Deposit Insurance Corporation insured banks. The Authority is authorized to use demand accounts, certificates of deposit, and repurchase agreements.

Tenant Security Deposits - Tenant security deposits for the Authority are held at Extraco Bank, Waco, Texas in an account fully insured by the federal government.

Inventory - The Housing Authority’s inventory balances consist of expendable supplies held for consumption. The inventory is valued at cost. The Housing Authority uses the average cost basis in determination of cost.

Receivables - Receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts are established based on estimates provided by management. Receivable balances typically consist of tenant charges and HUD grants.

Interfund Receivables/Payables - During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as “due from other funds” or “due to other funds” on the balance sheet.

Property and Equipment - Property and equipment are carried at cost, except for donated equipment, which is carried at fair market value at date of donation. Interest costs incurred on borrowed funds during the period of construction of property and equipment are capitalized as a component of those assets. Depreciation is computed using the straight-line method over a period of 3 to 40 years for buildings, land improvements and any equipment and capitalized software. Major renewals and improvements are capitalized, while maintenance and repairs, which do not improve or extend the life of the respective assets are charged to expense as incurred.
NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences - Vested or accumulated vacation leave of proprietary funds is recorded as an expense and liability of those funds as the benefits accrue to employees. In accordance with the provisions of Governmental Accounting Standards Board Statement No. 16, "Accounting for Compensated Absences", no liability is recorded for nonvesting accumulating rights to receive sick pay benefits.

Deferred Outflows and Deferred Inflows of Resources – Deferred outflows of resources are consumptions of net assets (the difference between the Authority’s assets and its liabilities) by the Authority that is applicable to a future reporting period. Deferred inflows of resources are acquisitions of net assets by the Authority that is applicable to a future reporting period. As of September 30, 2019 the Authority does not have any deferred outflows of resources or deferred inflows of resources.

Long-Term Obligations – Long-term liabilities expected to be financed from proprietary fund operations are accounted for in those funds.

Equity Classifications - Equity is classified as net position and displayed in three components.

Net Investment in Capital Assets – Consists of capital assets net of accumulated depreciation and reduced by any outstanding balances of any bonds, mortgages, notes, or other borrowing that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Net Position that is restricted by outside parties and donors.

Unrestricted – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

Interfund Transactions - Quasi-external transactions are accounted for as revenues or expenses. Transactions that constitute reimbursements to a fund for expenses in the reimbursing fund are recorded as reductions of expenses in the fund that is reimbursed. All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or non-routine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers.

Determination of Use of Net Position Balances - When the Housing Authority incurs an expense for which it may use either restricted or unrestricted, it uses restricted first unless unrestricted will have to be returned due to funds not being utilized.

Revenue Recognition - The Proprietary Fund Type is accounted for on an economical resources measurement focus using the accrual basis of accounting. Revenues are recognized when earned. Grant revenue is recognized when program expenditures are incurred and/or program funding is approved, depending on the requirements of the individual program type. Proprietary fund distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Housing Authority’s enterprise fund are charges to tenants from rent and operating subsidies from HUD. Operating expenses from the enterprise fund include the costs of maintaining the facilities. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.
NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eliminations - For financial reporting purposes, the Authority eliminates amounts that are internally generated from and among various programs within the Authority as well as certain activity with blended component units. The following have been eliminated from the financial statements.

Interprogram due to/from - In the normal course of operations, certain programs pay for common costs that create interprogram receivables or payables. These interprogram receivables or payables are eliminated for the presentation of the Authority as a whole.

Fee for service - The Authority’s Central Office Cost Center internally charges fees for services rendered to the AMPs and other programs of the Authority. In addition, the Authority charges fees to other programs. These charges include management fees, bookkeeping fees, and asset management fees. For financial reporting purposes $1,634,925 of fees charged to the AMPs and other programs have been eliminated for the year ended September 30, 2019.

NOTE 3: CONTINGENT LIABILITIES

The Authority is subject to possible examinations made by Federal and State authorities who determine compliance with laws and regulations governing grants given to the Authority. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. There are no contingencies required to be disclosed or accrued in these financial statements.

NOTE 4: DEPOSITS AND INVESTMENTS

A comparison of bank balances and carrying values at September 30, 2019 is shown below. The difference between the bank balances and carrying values is due to outstanding checks, deposits in transit and adjustments to fair market value.

At year-end, Waco Housing Authority’s balances were as follows:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Bank Balance</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extraco - Checking</td>
<td>$ 4,179,110</td>
<td>$ 4,027,298</td>
</tr>
<tr>
<td>Central National Bank - CD’s</td>
<td>1,360,668</td>
<td>969,526</td>
</tr>
<tr>
<td>Incommons – CD’s</td>
<td>481,381</td>
<td>481,381</td>
</tr>
<tr>
<td>Pioneer Bank SSB</td>
<td>106,059</td>
<td>106,059</td>
</tr>
<tr>
<td>Alliance Bank – CD’s</td>
<td>3,875,310</td>
<td>3,875,310</td>
</tr>
<tr>
<td>First National Bank – CD’s</td>
<td>24,368</td>
<td>24,952</td>
</tr>
<tr>
<td>Texas First State Bank</td>
<td>1,071,217</td>
<td>837,978</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>0</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 11,098,113</strong></td>
<td><strong>$ 10,322,804</strong></td>
</tr>
</tbody>
</table>

Custodial credit risk is the risk that in the event of a bank failure, a government’s deposits may not be returned to it. Waco Housing Authority’s deposit policy for custodial credit risk requires compliance with the provisions of state law. Texas law requires collateralization of all municipal deposits by federal depository insurance (FDIC) and qualified pledged securities consisting of obligations of the U.S. Treasury and U.S. agencies.

Waco Housing Authority had a bank balance totaling $11,098,113 at September 30, 2019. Of this amount, $11,098,113 was insured or fully collateralized as discussed above.
NOTE 5: INTERFUND BALANCES
Interfund receivable and payables at September 30, 2019 were as follows:

(These balances are eliminated for top level Financial Statements)

<table>
<thead>
<tr>
<th>Due From</th>
<th>Due To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Choice Voucher</td>
<td>$ -</td>
</tr>
<tr>
<td>Low Rent Project</td>
<td>-</td>
</tr>
<tr>
<td>Central Office Cost Center</td>
<td>214</td>
</tr>
<tr>
<td>Component Units</td>
<td>214</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 214</strong></td>
</tr>
</tbody>
</table>

NOTE 6: FIXED ASSETS
Waco Housing Authority calculated depreciation using straight-line method over a period of 3 to 40 years for buildings, land improvements, and equipment and capitalized software. A summary of current year additions and deletions is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Balance as of 9/30/2018</th>
<th>Additions</th>
<th>Deletions</th>
<th>Reclass</th>
<th>Balance as of 9/30/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$ 932,918</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 932,918</td>
</tr>
<tr>
<td>Buildings</td>
<td>54,792,597</td>
<td>363,664</td>
<td></td>
<td>298</td>
<td>55,156,558</td>
</tr>
<tr>
<td>Furn, Equip, &amp; Mach - Dwell</td>
<td>69,848</td>
<td></td>
<td></td>
<td></td>
<td>69,848</td>
</tr>
<tr>
<td>Furn, Equip, &amp; Mach - Admin</td>
<td>1,894,359</td>
<td>60,286</td>
<td></td>
<td>(19,600)</td>
<td>1,935,045</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less: Accum Depreciation</td>
<td>(41,182,826)</td>
<td>(1,750,495)</td>
<td></td>
<td>19,600</td>
<td>(42,913,721)</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>104,774</td>
<td>629,256</td>
<td></td>
<td>(18,465)</td>
<td>715,565</td>
</tr>
<tr>
<td><strong>NET PROPERTY &amp; EQUIPMENT</strong></td>
<td><strong>$16,611,670</strong></td>
<td><strong>$ (697,290)</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$(18,167)</strong></td>
<td><strong>$15,896,213</strong></td>
</tr>
</tbody>
</table>

NOTE 7: CONTINGENCY
Amount received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenses that may be disallowed by the grantor, cannot be determined at this time.

NOTE 8: RETIREMENT BENEFITS
The Housing Authority provides pension benefits for its full-time employees through a defined contribution pension plan administered by Housing Agency Retirement Trust. Benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate from the date of employment, after a 90-day continuous and uninterrupted employment period. The employer contributes 7.5% of the employee’s base salary each month while the employees must contribute at least 4.5%. The Authority’s contributions for each employee vest at a rate of 20% each year, and become fully vested after five years of continuing service. Employees are immediately vested in their voluntary contributions plus actual earnings. Plan provisions and contribution requirements are established by the Board of Commissioners. The Housing Authority contributed an amount of $254,084 while employees contributed $171,040 for a total of $425,124. The total payroll for all eligible employees for the year ended September 30, 2019, was $3,547,240.

NOTE 9: ECONOMIC DEPENDENCY
The Housing Authority is economically dependent on annual contributions and grants received from HUD. The extent of this funding from HUD depends upon appropriations from the federal level.
NOTE 10: RISK MANAGEMENT
The Authority is exposed to various risks of loss related to torts; damage to; and theft or destruction of assets; errors and omissions; injuries to employees and natural disaster. The Authority manages these various risks of loss through its membership in the Texas Municipal League Intergovernmental Risk Pool (TML), an intergovernmental risk pool whose members consist of over 2000 local government units in Texas. At September 30, 2019, the Authority had no liability for any outstanding claims since all were fully covered by the risk pool. The Housing Authority pays premiums for these various risks as follows:

<table>
<thead>
<tr>
<th>Type of Loss</th>
<th>Method Managed</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Torts, errors, and omissions</td>
<td>Purchased insurance with Texas Municipal League</td>
</tr>
<tr>
<td>b. Worker’s compensation</td>
<td>Purchased insurance with Texas Municipal League</td>
</tr>
<tr>
<td>c. Physical property loss</td>
<td>Purchased insurance with Texas Municipal League</td>
</tr>
<tr>
<td>d. Health</td>
<td>Scott and White Health Plan</td>
</tr>
</tbody>
</table>

NOTE 11: FINANCIAL DATA SCHEDULE
As required by HUD, the Authority prepares its financial data schedule in accordance with HUD requirements in a prescribed format which differs from the presentation of the basic financial statements. The schedule’s format presents certain operating items as nonoperating such as depreciation expense, housing assistance payments and extraordinary maintenance expense. In addition, the schedule’s format includes non-operating items as operating such as investment revenue, HUD capital grants revenue, gains and losses on the disposal of capital assets and interest expense. Furthermore, the schedule reflects tenant revenue and bad debt expense separately.

NOTE 12: SEGMENT INFORMATION
In accordance with GASB No. 34, summary financial information for the major blended component unit entity is as follows:

Condensed Statement of Net Position

<table>
<thead>
<tr>
<th>Blended Component Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets:</td>
</tr>
<tr>
<td>Cash Unrestricted</td>
</tr>
<tr>
<td>Cash Restricted</td>
</tr>
<tr>
<td>Receivable, Net</td>
</tr>
<tr>
<td>Prepaid Expenses and Inventory</td>
</tr>
<tr>
<td>Capital assets, net</td>
</tr>
<tr>
<td>Total assets</td>
</tr>
<tr>
<td>Liabilities:</td>
</tr>
<tr>
<td>Current liabilities</td>
</tr>
<tr>
<td>Net position:</td>
</tr>
<tr>
<td>Net investment in capital assets</td>
</tr>
<tr>
<td>Unrestricted</td>
</tr>
<tr>
<td>Total net position</td>
</tr>
</tbody>
</table>
NOTE 12: SEGMENT INFORMATION (Continued)

Condensed Statement of Revenues, Expenses, and Changes in Net Position

<table>
<thead>
<tr>
<th>Blended Component</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating revenues and (expenses)</td>
<td></td>
</tr>
<tr>
<td>Tenant revenue, net</td>
<td>$2,304,078</td>
</tr>
<tr>
<td>Other revenue</td>
<td>41,278</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>(2,239,689)</td>
</tr>
<tr>
<td>Operating Loss</td>
<td>105,667</td>
</tr>
<tr>
<td>Nonoperating revenues(expense)</td>
<td></td>
</tr>
<tr>
<td>Investment income</td>
<td>62,960</td>
</tr>
<tr>
<td>Casually Loss</td>
<td>(0)</td>
</tr>
<tr>
<td>Change in net position</td>
<td>168,627</td>
</tr>
<tr>
<td>Transfer</td>
<td>(0)</td>
</tr>
<tr>
<td>Beginning net position</td>
<td>9,914,667</td>
</tr>
<tr>
<td>Ending net position</td>
<td>$10,083,294</td>
</tr>
</tbody>
</table>

Condensed Statement of Cash Flows

<table>
<thead>
<tr>
<th>Blended Component</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net cash provided by (used in):</td>
<td></td>
</tr>
<tr>
<td>Operating activities</td>
<td>$510,980</td>
</tr>
<tr>
<td>Capital and related financing activities</td>
<td>(262,244)</td>
</tr>
<tr>
<td>Investing activities</td>
<td>62,960</td>
</tr>
<tr>
<td>Net increase in cash</td>
<td>311,696</td>
</tr>
<tr>
<td>Beginning cash</td>
<td>3,449,643</td>
</tr>
<tr>
<td>Ending cash</td>
<td>$3,761,339</td>
</tr>
</tbody>
</table>

NOTE 13: MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management of the Authority has evaluated the effects of subsequent events that have occurred subsequent to the year ended September 30, 2019, and through February 13, 2020, which is the date the Authority’s financial statements are available to be issued.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>111 Cash - Unrestricted</td>
<td>5,289,365</td>
<td>0</td>
<td>24,952</td>
<td>523,967</td>
<td>172,906</td>
<td>3,633,744</td>
<td>170,468</td>
</tr>
<tr>
<td>112 Cash - Rest - Mod &amp; Dev</td>
<td>40,469</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>113 Cash - Other Restricted</td>
<td>26,450</td>
<td>0</td>
<td>0</td>
<td>139,529</td>
<td>0</td>
<td>2,210</td>
<td>9,746</td>
</tr>
<tr>
<td>114 Cash - Tenant Security Deposits</td>
<td>129,430</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>125,385</td>
<td>0</td>
</tr>
<tr>
<td>115 Cash - Rest for Pmt of Cur Liab</td>
<td>9,037</td>
<td>0</td>
<td>0</td>
<td>25,146</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>100 Total Cash</td>
<td>5,494,751</td>
<td>0</td>
<td>24,952</td>
<td>688,642</td>
<td>172,906</td>
<td>3,761,339</td>
<td>180,214</td>
</tr>
<tr>
<td>122 AR - HUD Other Projects</td>
<td>29,682</td>
<td>1,104</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>124 AR - Other Government</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>125 AR - Miscellaneous</td>
<td>621</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>126 Accounts Receivable - Tenants</td>
<td>87,187</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>126.1 Allow for Doub Accts - Tenants</td>
<td>(62,426)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>(5,674)</td>
<td>0</td>
</tr>
<tr>
<td>126.2 Allow for Doub Accts - Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>127 Notes, Loans, &amp; Mort Rec - Cur</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>129 Accrued Interest Receivable</td>
<td>14,100</td>
<td>0</td>
<td>99</td>
<td>319</td>
<td>0</td>
<td>9,547</td>
<td>0</td>
</tr>
<tr>
<td>120 Total Rec, Net of Allowances</td>
<td>69,164</td>
<td>4,104</td>
<td>99</td>
<td>319</td>
<td>0</td>
<td>13,301</td>
<td>2,521</td>
</tr>
<tr>
<td>142 Prepaid Exp and Other Assets</td>
<td>20,663</td>
<td>0</td>
<td>7,906</td>
<td>0</td>
<td>0</td>
<td>24,065</td>
<td>0</td>
</tr>
<tr>
<td>143 Inventories</td>
<td>52,750</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>69,848</td>
<td>0</td>
</tr>
<tr>
<td>144 Inter Program Due From</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>150 Total Current Assets</td>
<td>5,637,528</td>
<td>4,104</td>
<td>25,051</td>
<td>696,667</td>
<td>172,906</td>
<td>3,776,672</td>
<td>197,118</td>
</tr>
<tr>
<td>161 Land</td>
<td>419,163</td>
<td>0</td>
<td>0</td>
<td>4,728</td>
<td>0</td>
<td>509,027</td>
<td>0</td>
</tr>
<tr>
<td>162 Buildings</td>
<td>43,076,784</td>
<td>0</td>
<td>0</td>
<td>317,760</td>
<td>0</td>
<td>1,894,620</td>
<td>0</td>
</tr>
<tr>
<td>163 Furn, Equip &amp; Mach - Dwellings</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>69,848</td>
<td>0</td>
</tr>
<tr>
<td>164 Furn, Equip &amp; Mach - Admin</td>
<td>971,800</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>69,848</td>
<td>0</td>
</tr>
<tr>
<td>165 Leasehold Improvements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>166 Accumulated Depreciation</td>
<td>(35,936,669)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>(332,402)</td>
<td>(6,304,409)</td>
</tr>
<tr>
<td>167 Construction in Progress</td>
<td>696,019</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>19,546</td>
<td>0</td>
</tr>
<tr>
<td>160 Total CA, Net of Acc Dep</td>
<td>9,227,097</td>
<td>4,104</td>
<td>0</td>
<td>109,543</td>
<td>0</td>
<td>6,503,296</td>
<td>56,277</td>
</tr>
<tr>
<td>180 Total Non-Current Assets</td>
<td>9,227,097</td>
<td>4,104</td>
<td>0</td>
<td>109,543</td>
<td>0</td>
<td>6,503,296</td>
<td>56,277</td>
</tr>
<tr>
<td>200 Deferred Outflow of Resources</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>290 Total Assets &amp; Def Out of Res</td>
<td>14,864,625</td>
<td>4,104</td>
<td>0</td>
<td>133,425</td>
<td>0</td>
<td>9,815,402</td>
<td>0</td>
</tr>
<tr>
<td>312 Accr Wage/Payroll Taxes Payable</td>
<td>87,153</td>
<td>0</td>
<td>4,728</td>
<td>0</td>
<td>0</td>
<td>14,799</td>
<td>8,731</td>
</tr>
<tr>
<td>321 Accrued Comp Abs - Cur Portion</td>
<td>0</td>
<td>0</td>
<td>21,908</td>
<td>0</td>
<td>0</td>
<td>115,015</td>
<td>0</td>
</tr>
<tr>
<td>331 Acct Pay - HUD PHA Programs</td>
<td>71,958</td>
<td>1,527</td>
<td>28,773</td>
<td>0</td>
<td>0</td>
<td>171,594</td>
<td>0</td>
</tr>
<tr>
<td>341 Tenant Security Deposits</td>
<td>164</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>214</td>
<td>0</td>
</tr>
<tr>
<td>342 Unearned Revenue</td>
<td>9,037</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>345 Other Current Liabilities</td>
<td>0</td>
<td>0</td>
<td>25,146</td>
<td>0</td>
<td>0</td>
<td>75,119</td>
<td>0</td>
</tr>
<tr>
<td>346 Accrued Liabilities - Other</td>
<td>96,282</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>118,411</td>
<td>0</td>
</tr>
<tr>
<td>347 Inter Program - Due To</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>310 Total Liabilities</td>
<td>523,713</td>
<td>4,104</td>
<td>0</td>
<td>133,425</td>
<td>0</td>
<td>9,353,746</td>
<td>0</td>
</tr>
<tr>
<td>353 Non-current Liabilities - Other</td>
<td>31,450</td>
<td>0</td>
<td>52,888</td>
<td>0</td>
<td>0</td>
<td>84,338</td>
<td>0</td>
</tr>
<tr>
<td>350 Total Non-current Liabilities</td>
<td>31,450</td>
<td>0</td>
<td>52,888</td>
<td>0</td>
<td>0</td>
<td>84,338</td>
<td>0</td>
</tr>
<tr>
<td>300 Total Liabilities</td>
<td>523,713</td>
<td>4,104</td>
<td>0</td>
<td>133,425</td>
<td>0</td>
<td>9,353,746</td>
<td>0</td>
</tr>
<tr>
<td>400 Deferred Inflow of Resources</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>508.4 Net Int in Capital Assets</td>
<td>9,227,097</td>
<td>0</td>
<td>0</td>
<td>109,543</td>
<td>0</td>
<td>6,503,296</td>
<td>56,277</td>
</tr>
<tr>
<td>511.4 Restricted Net Position</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>86,641</td>
<td>169,352</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>512.4 Unrestricted Net Position</td>
<td>5,113,815</td>
<td>0</td>
<td>0</td>
<td>25,051</td>
<td>0</td>
<td>3,761,339</td>
<td>180,214</td>
</tr>
<tr>
<td>513 Total Equity - Net Assets / Pos</td>
<td>14,340,912</td>
<td>4,104</td>
<td>0</td>
<td>172,253</td>
<td>0</td>
<td>10,083,294</td>
<td>157,447</td>
</tr>
<tr>
<td>600 Total Liab, Def In of Res &amp; Equity - Net</td>
<td>14,864,625</td>
<td>4,104</td>
<td>0</td>
<td>172,906</td>
<td>0</td>
<td>10,281,968</td>
<td>180,214</td>
</tr>
</tbody>
</table>

FOR THE YEAR ENDED SEPTEMBER 30, 2019

HOUSING AUTHORITY OF THE CITY OF WACO
FINANCIAL DATA SCHEDULE (INCOME STATEMENT)
FOR THE YEAR ENDED SEPTEMBER 30, 2019

25
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Tenant Rental Revenue</td>
<td>2,200,344</td>
</tr>
<tr>
<td>Tenant Revenue - Other</td>
<td>549,976</td>
</tr>
<tr>
<td>Total Tenant Revenue</td>
<td>2,750,320</td>
</tr>
<tr>
<td>HUD PHA Operating Grants</td>
<td>4,284,234</td>
</tr>
<tr>
<td>Capital Grants</td>
<td>730,584</td>
</tr>
<tr>
<td>Management Fee</td>
<td>0</td>
</tr>
<tr>
<td>Asset Management Fee</td>
<td>0</td>
</tr>
<tr>
<td>Book Keeping Fee</td>
<td>0</td>
</tr>
<tr>
<td>Total Fee</td>
<td>0</td>
</tr>
<tr>
<td>Inv Income - Unrestricted</td>
<td>102,597</td>
</tr>
<tr>
<td>Fraud Recovery</td>
<td>0</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>72,641</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>7,920,376</td>
</tr>
<tr>
<td>Administrative Salaries</td>
<td>537,980</td>
</tr>
<tr>
<td>Auditing Fees</td>
<td>9,950</td>
</tr>
<tr>
<td>Management Fee</td>
<td>672,231</td>
</tr>
<tr>
<td>Advertising and Marketing</td>
<td>2,717</td>
</tr>
<tr>
<td>EBC - Administrative</td>
<td>200,064</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>296,661</td>
</tr>
<tr>
<td>Legal Expense</td>
<td>11,697</td>
</tr>
<tr>
<td>Travel</td>
<td>5,997</td>
</tr>
<tr>
<td>Total Operating - Admin</td>
<td>1,809,980</td>
</tr>
<tr>
<td>Asset Management Fee</td>
<td>108,240</td>
</tr>
<tr>
<td>Tenant Services - Salaries</td>
<td>336,739</td>
</tr>
<tr>
<td>EBC - Tenant Services</td>
<td>117,203</td>
</tr>
<tr>
<td>Tenant Services - Other</td>
<td>45,087</td>
</tr>
<tr>
<td>Total Tenant Services</td>
<td>485,029</td>
</tr>
<tr>
<td>Water</td>
<td>232,202</td>
</tr>
<tr>
<td>Electricity</td>
<td>602,388</td>
</tr>
<tr>
<td>Gas</td>
<td>207,110</td>
</tr>
<tr>
<td>Sewer</td>
<td>296,604</td>
</tr>
<tr>
<td>Total Utilities</td>
<td>1,338,304</td>
</tr>
<tr>
<td>Ord Maint &amp; Oper - Labor</td>
<td>533,150</td>
</tr>
<tr>
<td>Ord Maint &amp; Oper - Mat and O</td>
<td>286,289</td>
</tr>
<tr>
<td>Ord Maint &amp; Oper Contracts</td>
<td>801,430</td>
</tr>
<tr>
<td>EBC - Ordinary Maintenance</td>
<td>209,657</td>
</tr>
<tr>
<td>Total Maintenance</td>
<td>1,830,526</td>
</tr>
<tr>
<td>Prof Serv - Other Cont Costs</td>
<td>221,718</td>
</tr>
<tr>
<td>Total Protective Services</td>
<td>221,718</td>
</tr>
<tr>
<td>Property Insurance</td>
<td>105,728</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>320,000</td>
</tr>
<tr>
<td>Workmen's Compensation</td>
<td>23,344</td>
</tr>
<tr>
<td>All Other Insurance</td>
<td>26,384</td>
</tr>
<tr>
<td>Total General Expenses</td>
<td>26,470</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>162,216</td>
</tr>
<tr>
<td>Bad debt - Tenant Rents</td>
<td>114,015</td>
</tr>
<tr>
<td>Bad debt - Other</td>
<td>0</td>
</tr>
<tr>
<td>Total Other General Expenses</td>
<td>302,701</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>6,270,974</td>
</tr>
<tr>
<td>Exc of Oper Rev over Oper Exp</td>
<td>1,649,402</td>
</tr>
<tr>
<td>Extraordinary Maintenance</td>
<td>211,954</td>
</tr>
<tr>
<td>Casualties Losses - Non-cap</td>
<td>211,954</td>
</tr>
<tr>
<td>HAP</td>
<td>0</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>1,238,523</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>7,721,451</td>
</tr>
<tr>
<td>Operating Transfer In</td>
<td>728,937</td>
</tr>
<tr>
<td>Operating transfer Out</td>
<td>796,937</td>
</tr>
<tr>
<td>Other fin Sources (Uses)</td>
<td>0</td>
</tr>
<tr>
<td>Exc (Def) T Rev Over (U) T Exp</td>
<td>198,925</td>
</tr>
<tr>
<td>Building Purchases</td>
<td>715,131</td>
</tr>
<tr>
<td>Furn &amp; Equip - Admin Purch</td>
<td>26,441</td>
</tr>
</tbody>
</table>

**FINANCIAL DATA SCHEDULE (INCOME STATEMENT)**

**For the Year Ended September 30, 2019**

**HOUSING AUTHORITY OF THE CITY OF WACO**

**PIH FSS**

**DHAP - IKE**

**Mainstream**

**6.2 CU - Blended**

**COCC**

**Subtotal**

**ELIM**

**Total**
HOUSING AUTHORITY OF THE CITY OF WACO, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

<table>
<thead>
<tr>
<th>Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Rent Public Housing</td>
<td>14.850</td>
<td>3,467,297</td>
</tr>
<tr>
<td>Housing Choice Vouchers</td>
<td>14.871</td>
<td>17,067,233</td>
</tr>
<tr>
<td>Mainstream Vouchers</td>
<td>14.879</td>
<td>203,373</td>
</tr>
<tr>
<td>Public Housing Capital Fund Program</td>
<td>14.872</td>
<td>1,527,521</td>
</tr>
<tr>
<td>PIH Family Self-Sufficiency Program</td>
<td>14.896</td>
<td>86,525</td>
</tr>
</tbody>
</table>

TOTAL FEDERAL FINANCIAL ASSISTANCE $ 22,351,949

Note 1. Basis of Presentation
The above schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the Authority under of the federal government for the year ended September 30, 2019. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portions of operations of the Authority, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Authority.

Note 2. Summary of Significant Accounting Policies
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements. The Authority has elected not to use the 10 percent de minimis cost rate as permitted in UG Section 200 414.

Note 3. Housing Choice Voucher Program
In accordance with HUD regulations, HUD considers the Annual Budget Authority for the Housing Choice Voucher Program, CFDA No. 14.871, to be considered an expenditure for the purposes of this schedule. Therefore, the amount in this schedule is the total amount received directly from HUD and not the total expenditures paid by the Authority.
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Commissioners
Housing Authority of the City of
Waco, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Waco, Texas’, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Housing Authority of the City of Waco, Texas’ basic financial statements, and have issued our report thereon dated February 13, 2020.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Housing Authority of the City of Waco, Texas’ internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority of the City of Waco, Texas’ internal control. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority of the City of Waco, Texas’ internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Housing Authority of the City of Waco, Texas’ financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

David A. Boring, CPA
Odessa, Texas
February 13, 2020
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Commissioners
Housing Authority of the City of
Waco, Texas

Report on Compliance for Each Major Federal Program
We have audited the Housing Authority of the City of Waco, Texas’ compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the Housing Authority of the City of Waco, Texas major federal programs for the year ended September 30, 2019. The Housing Authority of the City of Waco, Texas’ major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor’s Responsibility
Our responsibility is to express an opinion on compliance for each of the Housing Authority of the City of Waco, Texas’ major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Housing Authority of the City of Waco, Texas’ compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Housing Authority of the City of Waco, Texas’ compliance.

Opinion on Each Major Federal Program
In our opinion, the Housing Authority of the City of Waco, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control Over Compliance
Management of the Housing Authority of the City of Waco, Texas, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Housing Authority of the City of Waco, Texas’ internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority of the City of Waco, Texas’ internal control over compliance.
A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

David A. Boring, CPA
Odessa, Texas
February 13, 2020
# HOUSING AUTHORITY OF THE CITY OF WACO
## SCHEDULE OF FINDINGS AND QUESTIONED COSTS
### FOR THE YEAR ENDED SEPTEMBER 30, 2019

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS</td>
<td></td>
</tr>
<tr>
<td>Financial Statements:</td>
<td></td>
</tr>
<tr>
<td>Type of Report</td>
<td>Unmodified opinion</td>
</tr>
<tr>
<td>Internal Control over Financial Reporting:</td>
<td></td>
</tr>
<tr>
<td>Material Weaknesses Identified</td>
<td>None Noted</td>
</tr>
<tr>
<td>Significant Deficiencies not Considered to be Material Weaknesses</td>
<td>None Noted</td>
</tr>
<tr>
<td>Noncompliance Material to the Financial Statements</td>
<td>None Noted</td>
</tr>
<tr>
<td>Federal Awards:</td>
<td></td>
</tr>
<tr>
<td>Internal Control over Major Programs:</td>
<td></td>
</tr>
<tr>
<td>Material Weaknesses Identified</td>
<td>None Noted</td>
</tr>
<tr>
<td>Significant Deficiencies no Considered to be Material Weaknesses</td>
<td>None Noted</td>
</tr>
<tr>
<td>Type of Report on Compliance with Major Programs</td>
<td>Unmodified opinion</td>
</tr>
<tr>
<td>Findings and Questioned Costs for Federal Awards in accordance with 2 CFR 200.516(a)</td>
<td>No Material Findings or Questioned Costs</td>
</tr>
<tr>
<td>Dollar Threshold Considered Between Type A and Type B Federal Programs</td>
<td>$750,000</td>
</tr>
<tr>
<td>Low Risk Auditee Statements</td>
<td>The Authority was not Classified as a Low-risk Auditee</td>
</tr>
<tr>
<td>Identification of Major Federal Programs</td>
<td>Housing Voucher Cluster</td>
</tr>
<tr>
<td></td>
<td>- Housing Choice Voucher Program – CFDA 14.871</td>
</tr>
<tr>
<td></td>
<td>- Mainstream Vouchers – CFDA 14.879</td>
</tr>
<tr>
<td>Oversight Agency</td>
<td>Department of Housing and Urban Development</td>
</tr>
<tr>
<td>SECTION II – FINDINGS RELATED TO FINANCIAL STATEMENTS – GAGAS:</td>
<td></td>
</tr>
<tr>
<td>Significant Deficiencies in Internal Control</td>
<td>None</td>
</tr>
<tr>
<td>Compliance Findings</td>
<td>None</td>
</tr>
<tr>
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There were no material findings and questioned costs reported for the year ended September 30, 2018.
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

REVISED
April 2020
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Waco’s policies for the operation of its Public Housing Program, incorporating Federal, State and local law. If there is conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING
(AMENDS TITLE VIII OF CIVIL RIGHTS ACT OF 1968) 24 CFR 100.5

It is the policy of the Housing Authority of the City of Waco to fully comply with all Federal, State and local non-discrimination laws, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, actual or perceived sexual orientation, or gender identity be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of the City of Waco’s programs.

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

The Housing Authority of the City of Waco will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate housing discrimination forms. The Housing Authority of the City of Waco will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0Reasonable Accommodation 24 CFR 100.204

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

2.1 COMMUNICATION (CFR 100.60)

Anyone requesting an application will also receive a Request for Reasonable Accommodation form. Notification of re-examination will include information about requesting a reasonable accommodation.

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

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION
A. Is the requestor a person with disabilities? For this purpose, the definition of a person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

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

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

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

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Waco’s business is housing. If the request would alter the fundamental business that the Housing Authority of the City of Waco conducts, that would not be reasonable. For instance, the Housing Authority of the City of Waco would deny a request to have the Housing Authority of the City of Waco do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of the City of Waco may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need. However, the Housing Authority of the City of Waco retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of the City of Waco’s programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority of the City of Waco’s programs and services, the Housing Authority of the City of Waco retains the right to select the most efficient or economic choice.

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

If the tenant requests a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority of the City of Waco will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 ACCOMMODATIONS FOR LIMITED ENGLISH PROFICIENCY ASSISTANCE SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND TENANTS

In order to better serve those applicants with Limited English Proficiency, WHA will do the following:
- Post signs in the lobby to request assistance with the application
- Online applications will be provided in the two most common languages for our area - Have bilingual staff available by appointment and phone
- Allow assistance to the participant from a family member or friend for translation purposes.
- Train staff on use of computer internet programs available for translation, i.e. www.Freetranslator.com
- Provide translated materials as provided by HUD
- WHA will, when needed, provide professional translation services at no cost to the participant.

The Authority retains the right to select the most efficient or economic choice.

4.0 FAMILY OUTREACH

The Housing Authority of the City of Waco will publicize the availability and nature of its Public Housing program for extremely low-income, very low income and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the Housing Authority of the City of Waco will distribute fact sheets to initiate personal contacts with members of the community service personnel. The Housing Authority of the City of Waco will also try to utilize public service announcements.

The Housing Authority of the City of Waco will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

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

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

5.1 FRAUD POLICY

The Housing Authority of the City of Waco will reject any application for housing or terminate a tenant lease if it is determined that the applicant/tenant misrepresented any information related to eligibility, award of any preference for admission, housing/rental history, allowance, family composition or rent at time of application or at annual recertification. Tenants that commit fraud in the amount of $2,500.00 or more will be subject to termination and prosecution. (Fraud is failure to report income)

6.0 REQUIRED POSTINGS

In each of its offices, the Housing Authority of the City of Waco will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:
A. Statement of Policies and Procedures Governing Admission and Continued Occupancy (available upon request)
B. Notice of the status of the Waiting List (opened or closed)
C. A listing of all developments by name, address, number of units, units designed with special accommodations, address of all development offices, office hours, telephone numbers, TDD numbers, and tenant facilities and hours of operation
D. Income limits for admission
E. Excess utility charges
F. Utility allowance schedule
G. Current schedule of routine Maintenance Charges
H. Dwelling Lease
I. Grievance Procedure
7.0 APPLICATION PROCESS

A. Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance. Pre-Applications will be accepted by applying online at www.wacophia.org.

B. Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority of the City of Waco’s jurisdiction, the Housing Authority of the City of Waco may take applications on an open enrollment basis, depending on the length of the waiting list.

C. Completed application will be required at orientation for eligibility.

D. Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of the City of Waco to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-432-2690.

E. The application process will involve one phase. The application for housing assistance requires the family to provide basic information to establish placement on the waiting list.

F. Upon receipt of the family’s pre-application, the Housing Authority of the City of Waco will make a preliminary determination of eligibility. The Housing Authority of the City of Waco will notify the family in writing of the date and time of placement on the waiting list, and the approximate waiting period before housing may be offered. If the Housing Authority of the City of Waco determines the family to be ineligible, the notice will state the reason(s) for the ineligibility, and the Housing Authority of the City of Waco will offer the family the opportunity for an informal review of the determination.

G. The applicant must report changes in their applicant status, including changes in family composition, income, or preference factors. The Housing Authority of the City Waco will annotate the applicant’s file and update their place on the waiting list. In order to ensure that the family income and composition data provided by applicant or participant families is complete and accurate, WHA will review all relevant information provided and available to it, but not limited to confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law.

H. The completion of a full application takes place when the family is scheduled for orientation. The Housing Authority of the City of Waco will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family’s final eligibility for admission into the Public Housing program.

7.1 SCHEDULING APPOINTMENTS

All applicants will be notified in writing, of their orientation/interview appointment date and time, in order to complete the application process. Due to the number of applicants on the waiting list and availability of units, orientation/interview may be scheduled ninety (90) days prior to move-in. Applicants that cannot verify preference at time of orientation/interview will be placed back on the waiting list and required to complete a change form.

The head of household and all adult family members are required to attend the orientation/interview for eligibility. The head of household and all adult family members must sign the appropriate consent and application forms at the time of the orientation/interview. Applicants that are more than fifteen (15) minutes late will not be allowed in the orientation they will need to request to be rescheduled. Children are not permitted in orientation.
7.2 RE-SCHEDULING APPOINTMENTS

The applicant may re-schedule the orientation/interview appointment for good cause, providing the family contacts the Housing Authority of the City of Waco at least twenty-four (24) hours prior to the scheduled orientation/interview date and time.

The applicant may not re-schedule an appointment more than two (2) times, except under verifiable, extraordinary circumstances. In such case, the Housing Authority of the City of Waco will work closely with the applicant family to find a suitable time to meet. The Housing Authority of the City of Waco will assist any applicant who may request reasonable accommodation due to a disability.

7.3 MISSED APPOINTMENTS

The name of any applicant who fails to keep a scheduled appointment, and fails to notify the Housing Authority of the City of Waco and re-schedule an appointment/orientation within seventy-two (72) hours will be sent a notice of termination of the process for eligibility and his/her name will be removed from the waiting list.

The name of any applicant will be removed from the waiting list if his/her appointment letter is returned to the Housing Authority of the City of Waco by the U.S. Postal Service as “Undeliverable” or “Addressee Unknown”.

Written notification to the applicant that his/her name is being removed from the waiting list will also inform the applicant of his/her right to request an informal review.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five (5) eligibility requirements for admission to Public Housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, a family must also meet the Housing Authority of the City of Waco screening criteria in order to be admitted to Public Housing. Families include but are not limited to the following regardless of actual perceived sexual orientation, gender or marital status.

8.2 ELIGIBILITY CRITERIA

A. Family status

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
   a. Children temporarily absent from the home due to placement in foster care are considered family members.
   b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size, but are not considered family members for determining income limit.

2. An elderly family, which is:
   a. A family whose head of household, spouse, or sole member is a person who is at least sixty-two (62) years of age;
   b. Two or more persons who are at least sixty-two (62) years of age living together; or
   c. One or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

3. A near-elderly family, which is:
   a. A family whose head of household, spouse, or sole member is a person who is at least fifty (50) years of age, but below the age of sixty-two (62);
   b. Two or more persons who are at least fifty (50) years of age, but below the age of sixty-two (62), living together; or
c. One or more persons; who are at least fifty (50) years of age, but below the age of sixty-two (62), living with one or more live-in aides

4. A disabled family, which is:
   a. A family whose head of household, spouse, or sole member is a person with disabilities;
   b. Two or more persons with disabilities living together; or
   c. One or more persons with disabilities living with one or more live-in aides.

5. A displaced family, which is a family in which each member, or whose sole member has been displaced by governmental action, or 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.

6. A remaining member of a tenant family who is a member of a Public Housing family listed on the lease who continues to live in the Public Housing dwelling after all other family members have left the dwelling.

7. A single person who is not an elderly or displaced person, a person with disabilities, nor the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible for Public Housing, an applicant must have an annual income that is no more than the “Lower Income” limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to development units that were available on or after 1981, the family’s income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply at admission and are applicable for continued occupancy. 24 CFR 960.261

4. A family may not be admitted to the Public Housing program from another assisted housing program or from a Public Housing program operated by another housing authority without meeting the income requirements of the Housing Authority of the City of Waco.

5. If the Housing Authority of the City of Waco acquires a property for federal Public Housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as Public Housing tenants.

6. Income limit restrictions do not apply to families transferring within the Public Housing program of the Housing Authority of the City of Waco.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 143a(a)).

2. Family eligibility for assistance:
   a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

      1) Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.

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

3. Social Security Number Documentation 24 CFR 5.216

   To be eligible, all family members must provide a Social Security Number or certify that they do not have one.

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

a. Those individuals who do not contend to have eligible immigration status
Individuals who may be unlawfully present in the United States. These Individuals in most instances would not be eligible for a SSN.

1. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.

2. A family that consists of two or more household members and at least one household member that has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN, and HUD has determined the SSN to be valid. PHAs may confirm HUD’s validation of the participant’s SSN by viewing the household’s Summary Report or the Identity Verification Report in the EIV system.

c. Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

Penalties for failure to disclose and/or provide documentation of SSN of applicant and/or household members will be denied, however if the family is otherwise eligible to participate on program the family may maintain his/her position on the waiting list for a period of ninety (90) days from the date of admissions. 24 CFR 5.218

D. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least eighteen (18) years of age, and each family head of household and spouse, regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD or the Housing Authority of the City of Waco to verify with previous or current employers, income information pertinent to the family’s eligibility for, or level of assistance;

   b. A provision authorizing HUD to request income verification from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family’s eligibility or level of benefits; and

   c. A statement that the authorization to release the information requested in the consent form expires fifteen (15) months after the date the consent form is signed.

8.3 GROUNDS FOR DENIAL

The Housing Authority of the City of Waco is not required or obligated to assist applicants who:

A. Do not meet one or more of the eligibility criteria;
B. Do not supply information or documentation required by the application process;
C. Have failed to respond to two (2) written requests for information within thirty (30) days, or a request to declare their continued interest in the program within a specified deadline.
D. Have a history of not meeting rent obligations.
E. Do not have the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.
F. Have a history/pattern (up to 5 years) of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or
cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other charges to any Public Housing authority, any other assisted housing program, or private property owners;

I. Have committed fraud, bribery or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from any assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity involving personal use, or possession for personal use;

K. Were evicted from any assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802; Prior to Waco Housing Authority termination of application due to criminal record, applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before termination of application.

L. Have a prior record of illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants. The Housing Authority of the City of Waco may waive this requirement if:

1. The applicant demonstrates to the Housing Authority of the City of Waco’s satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol or any criminal activity;
2. The applicant has successfully completed a supervised drug or alcohol rehabilitation program;
3. The applicant has otherwise been rehabilitated successfully, or
4. The applicant is participating in a supervised drug or alcohol rehabilitation program.

M. Have engaged in or threatened abusive or violent behavior toward any Housing Authority of the City of Waco tenant(s), personnel, contractor, or approved worker;

N. Have a household member who has ever been evicted from Public Housing;

O. Have a household member who has been terminated under the Certificate of Voucher Program due to violation of family obligations;

P. **Denied for Life**: If any family member has been convicted of manufacturing or producing methamphetamine in a Public Housing development or in any other federally assisted property;

Q. **Denied for Life**: Has a lifetime registration under a State sex offender registration program.

R. Applicants evicted from Public Housing for failing to do mandatory community service hours per QWHRA guidelines, will have a twelve (12) month period of ineligibility for Public Housing services beginning from the date of eviction, move-out or termination.

The Housing Authority may use the following verifications for criminal history background: local police department, TX.DOT (Texas Department of Public Safety), Tenant Tracker or any other available access to criminal background history. Criminal reports for eligibility and informal hearings will be discarded after review.

### 8.4 INFORMAL REVIEW/HEARING

A. If the Housing Authority of the City of Waco determines that an applicant does not meet the criteria for receiving Public Housing assistance, the Housing Authority of the City of Waco will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and that the applicant may request, in writing, an informal review of the decision within ten (10) calendar days of the date of the denial correspondence. If the reason for denial is money owed to the WHA or another housing agency, applicant will be notified of denial and given fourteen (14) days to repay the debt or be removed from the waiting list. Prior to Waco Housing Authority denying admission due to criminal record, applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before denial of admission.

The informal review may be conducted by the Director of Housing Management or other representative of Public Housing that did not process denial. The applicant must be given the opportunity to present
written or oral objections to the Housing Authority of the City of Waco’s decision. The Housing Authority of the City of Waco must notify the applicant of the final decision within ten (10) calendar days after the informal review, including a brief statement of the reason(s) for the final decision.

B. A participating family may request, in writing, that the Housing Authority of the City of Waco provide for an informal hearing after the family has received notification of an INS decision regarding their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

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

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

Closing the waiting list will also be announced with a public notice. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:
A. The application will be kept on file for a period of up to three (3) years or until offer of occupancy or rejection.
B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and preferences have no weighted points.
C. Any contact between the Housing Authority of the City of Waco and the applicant will be documented in the applicant’s file.
D. All preferences claimed on full application will be verified at the time of orientation, applicants will be notified if eligible for preference.

9.3 PURGING THE WAITING LIST

The Housing Authority of the City of Waco will update and purge its waiting list every ninety (90) days from date of application to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of the City of Waco has current information, i.e., applicant’s address, family composition, income category, and preferences.

9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Waco will not remove an applicant’s name from the waiting list unless:
A. The applicant requests, in writing, that the name be removed;
B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program within ten (10) calendar days;
C. The applicant does not meet either the eligibility or suitability criteria for the program;
D. The applicant has committed fraud on the application;
E. The applicant refuses two (2) offers of assistance, even with good cause; or
F. Reasonable efforts to contact the applicant to determine continued interest have been unsuccessful.

9.5 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Waco, in writing, that they will have ten (10) calendar days from the date of the written correspondence to request an informal review and present mitigating circumstances. The letter will also indicate that their name has been removed from the waiting list.

The Housing Authority of the City of Waco’s system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority of the City of Waco will verify that there is in fact a disability, that the disability caused the failure of the applicant to respond, and the Housing Authority of the City of Waco will provide reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Housing Authority of the City of Waco will select families based on the following preferences within each bedroom size category. Local preference(s) must be verified by written documentation at the time of orientation and/or eligibility appointment. The applicant must be able to provide written documentation for all preferences claimed on the local preference claim form. If a Preference has been selected, it may be changed at the time of eligibility (if the applicant’s circumstances have changed) because the selection criteria are not based upon the type of preference. However, it must match one or more of the local preferences established by Waco Housing Authority & Affiliates. Families include but are not limited to the following regardless of actual perceived sexual orientation, gender or marital status consistent with Waco Housing Authority & Affiliates Agency Plan. Waco Housing Authority & Affiliates will select families based on the preferences below. Preferences carry one weight. Homeless (must meet definitions) or victims of domestic violence preferences carry two weights both of which must have required documentation.

1. Veteran
2. Employment
3. Elderly
4. Disabled and Handicapped (Head of Household)
5. Job Training/School
6. Domestic Violence
7. Federal Preference (person(s) displaced by a federally declared disaster)
8. Homeless as defined by HUD or McKinney - Vento definition of Homeless
9. Residency Preferences

The date and time of application will be noted to determine the sequence within the above local preferences. Federal preference precedes all other preferences.

Notwithstanding the above, families who are elderly or disabled will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the waiting list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be offered first to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants however, must sign a waiver stating that they will transfer to a suitable unit at their own expense, if in the future a family requiring an accessible unit needs their
unit. Any family required to transfer under this condition will be given a thirty (30) day notice.

10.2 OCCUPANCY STANDARD

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

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Number of Persons</th>
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<tbody>
<tr>
<td>Minimum</td>
<td>Maximum</td>
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<td>0</td>
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These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero (0) bedroom units will be assigned to one-person families only.

In determining bedroom size, an unborn child will not be counted as a person in determining size. The PHA will count children who are in the process of being adopted, children whose custody is being obtained, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex may share a bedroom.
B. Children of the opposite sex under the age of two (2) may share a bedroom.
C. An adult and a child, two (2) years old or younger, may be required to share a bedroom.
D. Foster adults and/or foster children will not be required to share a bedroom with a family member.
E. Live-in aides will get a separate bedroom.
F. Persons of different generations, persons of the opposite sex other than spouse, and unrelated adults may have separate rooms.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines - A family may request a smaller size unit than the guidelines allow. The Housing Authority of the City of Waco will allow the smaller size unit so long as no more than two (2) people per bedroom are assigned. In such situations the family will sign a certification stating that they understand they will be ineligible for a larger size unit for one (1) year or until the family size changes, whichever occurs first.
B. Units larger than assigned through the above guidelines - A family may request a larger size unit than the guidelines allow. The Housing Authority of the City of Waco will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
C. If there are no families on the waiting list for a larger size unit, families may be housed if they sign a waiver stating that they will transfer to an appropriately sized unit at their own expense when an eligible family qualifies for the larger unit. Any family required to transfer under this condition will be given a thirty (30) day notice.
D. Larger units may be assigned in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

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

If there are not enough extremely low-income families on the waiting list, the Housing Authority of the City of Waco will conduct outreach on a non-discriminatory basis to attract extremely low-income families in order to reach the statutory requirement.

The preferences are not ranked and each preference carries the same weight. The Housing Authority may admit an applicant for participation in the program either as a special admission funds designated for HUD approved persons or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, Waco Housing Authority & Affiliates will use the assistance for those families.

10.4 OFFER OF A UNIT

When the Housing Authority of the City of Waco determines that a unit will become available, it will contact the first family on the waiting list who has the highest priority for the type of unit. Families include but are not limited to the following regardless of actual perceived sexual orientation, gender or marital status:

An assisted family, or members of the family, may not receive Public Housing assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

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

The family will be offered the opportunity to view the unit after a move-in letter is issued. After the opportunity to view the unit, the family may either accept or reject the unit. This verbal or written offer and the family’s decision must be documented in the applicant file. If the family rejects the offer of the unit, the Housing Authority of the City of Waco will send the family a letter documenting the offer and the rejection.

10.5 REJECTION OF UNIT

A. The eligible applicant must accept the vacancy offered or be moved to the bottom of the waiting list.
B. The applicant shall be offered a unit at the location where the unit has remained vacant the longest, if he/she rejects the unit without good cause, the applicant will forfeit their applications date and time. The applicant will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.
C. If an applicant rejects, with good cause, a unit offered, the applicant will not lose his/her place on the waiting list. Good cause includes, but is not limited to, reasons related to health, proximity to work, school and childcare. The applicant family will be offered the right to an informal review of any decision to alter their application status.
D. Rejection of a unit twice with/without good cause will result in being removed from applicant waiting list.

10.6 ACCEPTANCE OF A UNIT

The family will be required to sign a lease that will become effective immediately the day it is signed.

Following initial acceptance for occupancy and at the signing of the lease, all adult family members will be required to attend a Lease and Occupancy Orientation with management staff. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.
At the Lease and Occupancy Orientation, the applicant family will be provided a copy of the Lease, the Grievance Procedure, utility allowances, utility charges, a current schedule of routine maintenance charges, Request for Reasonable Accommodation form and Smoke Detector form. These documents will be explained in detail. The applicant family will sign a lease that it has received the documents and that it has reviewed them with Housing Authority of the City of Waco personnel. The lease will be filed in the applicant/tenant file.

The family will pay rent due and Security Deposit at the time of lease signing. The Security Deposit will be $200.00 or $150.00. In exceptional situations, the Housing Authority of the City of Waco reserves the right to allow a new tenant to pay the Security Deposit in two (2) payments. One-half shall be paid at the time of rental, and one-half with the second rent payment. This practice shall be at the discretion of the Housing Authority of the City of Waco.

In the case of a move within Public Housing, the Security Deposit for the first unit will be transferred to the second unit.

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

Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements. The affected household member must obtain all appropriate licenses, management approval, and must promptly notify WHA within 10 days of change of income.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of the City of Waco includes the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of the City of Waco deducts all allowable deductions to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

A. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or any other family member, or
B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

A. The gross amount, i.e., before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the
family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. WHA has specified a minimum threshold of $1,000.00 for counting assets disposed of for less than fair market value. The Housing Authority of the City of Waco will use the current balance in checking and savings as its cash value.

D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. However, deferred periodic amounts from SSI and SS benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.

E. Payments in lieu of earnings, such as unemployment and disability compensation, Workers’ Compensation, and severance pay. However, lump sum additions such as insurance payments from Workers’ Compensation are excluded.

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

G. All regular pay, special pay, and allowances of a member of the Armed Forces. Special pay to a member exposed to hostile fire is excluded.

H. Equity in Real Property

   Real Property includes land or real estate owned by the applicant or participant household. Equity is the portion of the market value of the asset which is owned by the applicant/participant (the amount which would be available to the household if the property were to be sold.) It is equal to the market value less any mortgage or loans secured against the property (which must be paid off upon sale of the property).

11.2 EXCLUSIONS FROM ANNUAL INCOME

Annual Income does not include the following:

A. Income from employment of children, including foster children, under the age of 18 years.
B. Payments received for the care of foster children or foster adults, usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.
C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers’ Compensation), capital gains, and settlement for personal or property losses.
D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
E. Income of a live-in aide.
F. The full amount of student financial assistance paid directly to the student or to the educational institution.
G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
H. The amounts received from the following programs:
   1. Amounts received under training programs funded by HUD;
   2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
   3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement for out-of-pocket expenses incurred (special equipment, clothing, child care, transportation, etc.) and that are made solely to allow participation in a specific program;  
   4. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed two hundred dollars ($200) per month) received by a tenant for performing a service for the Housing Authority of the City of Waco, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and tenant initiative coordination. No tenant may receive more than one such stipend during the same period of time;  
   5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not
affiliated with a local government) and training of a family member as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income, including gifts and;
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of four hundred eighty dollars ($480) per adopted child;
10. For family members who were enrolled in certain training programs prior to 10/01/99, the earnings and benefits resulting from the participation, if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
   a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
      i. Is authorized by a Federal, State or local law;
      ii. Is funded by the Federal, State or local government;
      iii. Is operated or administered by a public agency; and
      iv. Has as its objective to assist participants in acquiring employment skills.
   b. Exclusion period means the period during which the family member participates in a program described in this section, plus eighteen (18) months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by Public Housing assistance under the 1937 Act. If the family member is terminated from employment for good cause, the exclusion period shall end.
   c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;
12. Deferred periodic amounts from SSI and SS benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
   a. The value of the allotment of food stamps
   b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
   c. Payments received under the Alaska Native Claims Settlement Act
   d. Income from sub-marginal land of the U.S. that is held in trusts for certain Indian tribes
   e. Payments made under the HHS’s Low-Income Energy Assistance Program
   f. Payments received under the Job Training Partnership Act
   g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
   h. The first two thousand ($2,000) per capita received from judgment funds awarded for certain Indian claims
   i. Amount of scholarships awarded under Title IV including Work-Study
   j. Payments received under the Older Americans Act of 1965
   k. Payments from Agent Orange Settlement
   l. Payments received under the Maine Indian Claims Act
   m. The value of child care under the Child Care and Development Block Grant Act of 1990
   n. Earned income tax credit refund payments
   o. Payments for living expenses under the AmeriCorps Program
   p. Additional income exclusions provided by and funded by the Housing Authority of the City of Waco

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:
A. Four hundred eighty dollars ($480) for each dependent;
B. Four hundred dollars ($400) for any elderly family or disabled family;
C. For any family that is not elderly or disabled, but has a member (other than the head of household or spouse) who is a person with a disability, or disability assistance expenses in excess of three percent (3%) of annual income. This allowance may not exceed the employment income received by family members who are eighteen (18) years of age or older as a result of the assistance to the person with disabilities.
D. For any elderly or disabled family:
   1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3%) of annual income;
   2. That has disability expenses greater than or equal to three (3%) of annual income, an allowance for disability assistance expenses computed in accordance with Paragraph C, plus an allowance for medical expenses that equal the family’s medical expenses; or
   3. That has disability assistance expenses that are less than three (3%) of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
E. Reasonable child care expenses necessary to enable a member to be employed or to further his/her education, including the care of foster-children, age 12 and younger. In the case of childcare necessary to permit employment or education, the amount may not exceed half of annual income. In the event childcare is provided by unlicensed agency, the Housing Authority of the City of Waco will require verification of payment (i.e., Income tax return or other notarized documentation. Childcare that exceeds more than 1/3 one-third of annual income will be required to provide current year income tax return.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

In accordance to HUD, mandated ruling income will be verified by using EIV (Enterprise Income Verification).

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family’s certification will be accepted, or in some cases, citizenship documentation such as is listed below will be required. Verification of these items will include photocopies of Social Security cards and other documents presented by the family and INS SAVE approval code and forms signed by the family.

Minor members may be added to the household using the following forms of verifications:
Court awarded, Child Protective Services (CPS), or Legal Aid

Adoptions – Must have complete legal documents that are other than power of attorney which specifically states that the minor(s) have full residency with the family and persons adopting minors have full custody. Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from Waco Housing Authority & Affiliates or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

Other information will be verified by third party verification. This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. This verification may also be direct contact with a source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of the City of Waco or automatically by another government agency, i.e., the SSA. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority of the City of Waco will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Housing Authority of the City of Waco has been unable to obtain third party verification in a two (2) week period of time. Photocopies of documents provided by the family will be maintained in the applicant/tenant file.

When neither third party nor hand-carried verification can be obtained, the Housing Authority of the City of Waco will accept a notarized statement signed by the head of household, spouse, or co-head of the household. Such documents will be maintained in the applicant/tenant file.

12.2 TYPES OF VERIFICATION

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<tr>
<th>Item To Be Verified</th>
<th>3rd Party Verification</th>
<th>Hand–Carried Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Number</td>
<td>Letter from Social Security, electronic report</td>
<td>Social Security Card</td>
</tr>
</tbody>
</table>

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of the City of Waco will send a request form to the source, as well as a release form signed by the applicant/tenant, via first class mail. Verification Requirements for Individual Items.
<table>
<thead>
<tr>
<th>Citizenship</th>
<th>N/A</th>
<th>Signed certificate, voter’s registration card, birth certificate, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Immigration Status</td>
<td>INS SAVE confirmation #</td>
<td>INS card</td>
</tr>
<tr>
<td>Disability</td>
<td>Letter from medical professional, SSI, etc.</td>
<td>Proof of SSI, or Social Security disability benefits</td>
</tr>
<tr>
<td>Full -Time Student Status( if &gt; 18)</td>
<td>Letter from school</td>
<td>For high school students, any document showing enrollment</td>
</tr>
<tr>
<td>Need for Live- in Aide</td>
<td>Letter from Dr. or other knowledgeable professional</td>
<td>N/A</td>
</tr>
<tr>
<td>Child Care Costs</td>
<td>Letter from care provider</td>
<td>Bills and receipts</td>
</tr>
<tr>
<td>Disability Assistance Expenses</td>
<td>Letters from suppliers, care givers, etc.</td>
<td>Bills and records of payment</td>
</tr>
<tr>
<td>Medical Expenses</td>
<td>Letter from providers, prescription record from pharmacy, medical professional letter stating assistance or a companion animal is needed</td>
<td>Bills, receipts, records of payments, dates of trips, mileage, log receipt for fares and tolls</td>
</tr>
<tr>
<td>Value of Income from Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Savings, checking accounts</td>
<td>Letter from institution</td>
<td>Passbook, most current statements</td>
</tr>
<tr>
<td>CD's, bonds, Etc.</td>
<td>Letter from institution</td>
<td>Tax return, information from institution, the CD, the bond</td>
</tr>
<tr>
<td>Stocks</td>
<td>Letter from broker or holding company</td>
<td>Stock or most current statement, price in newspaper or via internet</td>
</tr>
<tr>
<td>Real Property</td>
<td>Letter from tax office, assessment, etc.</td>
<td>Property tax statement(current value) assessment, records or income and expenses, tax return</td>
</tr>
<tr>
<td>Personal Property</td>
<td>Assessment, bluebook, etc</td>
<td>Receipt for purchase, other documents showing the value of property</td>
</tr>
<tr>
<td>Cash Value of Life Insurance Policies</td>
<td>Letter from insurance company</td>
<td>Current statement</td>
</tr>
<tr>
<td>Assets disposed of for less than fair market value</td>
<td>N/A</td>
<td>Original receipt and receipt at disposition, other documents showing the value of asset</td>
</tr>
</tbody>
</table>

Verification Requirements for Individual Items

<table>
<thead>
<tr>
<th>Item to Be Verified</th>
<th>3rd Party Verification</th>
<th>Hand-Carried Verification</th>
</tr>
</thead>
</table>

**Income**

<table>
<thead>
<tr>
<th>Earned income</th>
<th>EIV (Enterprise Income Verification)</th>
<th>Multiple pay stubs Minimum of six (6) pay stubs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Employed</td>
<td>N/A</td>
<td>Tax return from prior year, books of accounts</td>
</tr>
<tr>
<td>Regular gifts and contributions</td>
<td>Notarized letter from source, letter from organization</td>
<td>Bank deposits, other similar documents</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Alimony/Child Support</td>
<td>Court order, letter from notarized source, letter from Human Services</td>
<td>Record of deposits, divorce decree</td>
</tr>
<tr>
<td>Periodic payments(i.e., social security, welfare, pensions, workers compensation, unemployment)</td>
<td>EIV (Enterprise Income Verification) Letter or electronic reports from the source</td>
<td>Award letter, letter announcing change in amount of future payments</td>
</tr>
<tr>
<td>Training Program Participation</td>
<td>Letter from program provider indicating: Whether enrolled or completed Whether training is HUD funded Whether Federal, State, local govt., or local program Whether it is employment training Whether it has clearly defined goals and objectives Whether program has supportive services Whether payments are for out-of-pocket expenses incurred in order to participate in a program Date of first job after program completion</td>
<td>N/A Evidence of job start</td>
</tr>
</tbody>
</table>

**EIV Policy**

The EIV system

A. HUD developed the EIV (Enterprise Income Verification) system as a tool to meet the objective of assuring that the “right benefits go to the right persons”. The EIV system is a deferral database that provides quick, easy access to tenant income information. The intent of the EIV system is to streamline and simplify the income verification process at the time of recertification, by providing an independent source that systematically and uniformly maintains income information.

B. Deadline to implement EIV

C. On January 27, 2009 HUD published the Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs Final Rule. This Final Rule requires Owners/Agents to implement and use HUD’s EIV system as a third-party source to verify tenant employment and income information during any recertification/reexamination of family composition and/or income. On October 15, 2009 HUD announced proposed amendments to the Final Rule scheduled to become effective on January 31, 2010, including the mandatory use of the EIV system.

D. Data contained in the EIV system

E. Tenant income information obtained from the Social Security Administration (SSA) and Department of Health and Human Services (HHS) is available in the EIV system. The SSA information includes Social Security benefits, Supplemental Security Income (SSI) benefits, Dual Entitlement benefits, and Medicare Insurance Premiums. The HHS information included data from the National Directory of New Hires (NDNH), and provides you with information on new hires, employment wages per quarter, and unemployment compensation benefits.

F. Through the use of the EIV system WHA is able to:
   a. Identify cases of unreported or under-reported tenant income
   b. Identify potential cases of current tenants who are receiving HUD subsidy under multiple rental housing assistance programs
   c. Check whether an applicant is already receiving rental housing assistance from another subsidized source.

G. Accessing EIV
   a. To obtain access to HUD’s EIV system, visit [http://www.hud.gov/offices/hsg/mfh/rihip/eiv/applyforeivaccess.pdf](http://www.hud.gov/offices/hsg/mfh/rihip/eiv/applyforeivaccess.pdf) and follow the required steps for sign-up. Questions regarding accessing EIV can be submitted to HUD’s Multifamily Help Desk at 1-800-767-7588 or mf eiv@hud.gov.

H. Maintaining EIV Access Documentation
   a. Upon obtaining EIV access, the following documents must be retained and made available to HUD/SHCC upon request:
1. * Written authorization from the owner to access EIV data for the property
2. * A List of EIV Coordinator(s) and EIV user(s) who currently have access to the EIV system.
3. * HUD approved EIV coordinator Access Authorization Form(s) (CAAFS) for each EIV Coordinator assigned to the property
4. * Security Awareness Training Questionnaire completed for each HUD approved EIV Coordinator
5. * EIV Coordinator approved EIV User Access Authorization Form(s) (UAAFs) for each employee assigned access to EIV data for the property
6. * Security Awareness Training Questionnaire completed for each EIV User assigned access to the property

I. Privacy Protection Policy

1. EIV tenant data will be used only to verify a tenant’s eligibility for participation in the Public Housing Program and Section 8 New Construction Program and to determine the level of assistance for which the tenant is eligible.
2. A current, signed and dated HUD – 9887-9887A must be on file for the head of household, spouse, co-head and each family member who is at least eighteen (18) years of age, or has turned eighteen (18) since the last recertification, prior to EIV data being accessed for a tenant.
3. Data provided via EIV system will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system.
4. EIV reports will be used to verify employment and income of tenants during the recertification process.
5. WHA will review and follow-up on the Failed EIV Pre-Screening Report and Failed Verification Report (Failed SSA Identity Test) on a monthly basis.
6. The No Income Report, New Hires Report, Multiple Subsidy Report and Deceased Tenant Report will be reviewed and follow-up done monthly.
7. WHA will review, resolve and document the tenant file for income discrepancies identified on EIV’s Income Discrepancy Report.
8. In compliance with HUD requirements, WHA will
   a. Maintain and enforce security procedures
   b. Keep records and monitor security issues
   c. Communicate security information and requirements to appropriate staff
   d. Coordinate and conduct security awareness training for staff.
   e. Conduct quarterly review of User IDs
   f. Report any evidence of unauthorized access or known security breaches.
9. Security Safeguards
   a. Only authorized staff will have access to the EIV system via ID and Password.
   b. All users of the EIV System will have a current signed USER AGREEMENT on file.
   c. WHA will keep a record of all authorized users, including the date access was granted and the date access was revoked, if applicable.
   d. All employees issued keys will complete a form acknowledging receipt and a log will be kept with names, date of issue and date of turn-in.
   e. Work area of persons authorized to research and download EIV and other privacy-sensitive information will be shielded from the public.
   f. Unauthorized staff persons will not have access to work stations or computers of authorized persons.
   g. WHA staff will not leave tenant folders exposed on desk tops or computer screens open with sensitive data unattended. Folders will be locked in filing cabinets and computer screens will be cleared before staff person leaves his/her office for any reason.
   h. Any EIV printout will be removed from the printer immediately so that nothing will be inadvertently left on printer and vulnerable to unauthorized access.
   i. EIV printout data will be kept in a family file.
j. At the close of business, tenant files will be locked and file cabinet areas will be locked.
k. Security procedures will be reviewed with staff periodically to safeguard against laxity and breaches.

10. Disclosure of EIV System to Tenant:
   a. On January 11, 2010 HUD issued Notice H 2010-02 which includes the EIV & You Brochure and the requirements for distribution. Effective January 31, 2010, the Waco Housing Authority will provide each tenant household with the “EIV & You brochure at the time of annual recertification along with a copy of the HUD Fact Sheet “How Your Rent is Determined”. The “EIV & You” brochure must also be provided to new tenants at move in. Lease signing and recertification packets will contain – TX16, “Tenant Rights and Responsibilities”, HUD Fact Sheet “How Your Rent is Determined”, and “EIV & You” – TX273, “What You Should Know about EIV”.

11. EIV Reports:
   a. Monthly
      1) The Identity Verification Reports (both the Failed Pre-screening Report and Failed Verification report) and the Deceased Tenant Report will be reviewed and resolved on a monthly basis.
   b. Quarterly
      1) The New Hires Report and Multiple Subsidy Report will be reviewed quarterly.

12. The EIV system was established to reduce errors in income reporting. Currently HUD has determined that when the EIV income data differs from the tenant proved income by at least $200.00 per month, this constitutes a “substantial difference”.

13. In cases where the EIV income data is NOT substantially different than tenant reported income the Waco Housing Authority shall:
   a. * Use tenant documents to calculate anticipated annual income if the EIV is less than the current tenant-provide documentation.
   b. * Use EIV income data unless the tenant provides documentation of a change in circumstance when the EIV data is more than the current tenant-provide documentation. If, however, an acceptable tenant document is provided to justify a change in circumstances, the tenant documents will be used to calculate income.

14. In cases where EIV income is substantially different than the tenant-reported income the Waco Housing Authority shall:
   a. * Request written third party verification from the income source in question in accordance with 24 CFR 5.236(3)(I).
   b. * Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when income cannot be readily anticipated such as in the cases of seasonal employment, unstable working hours and suspected fraud.
   c. * Analyze all data and attempt to resolve the income discrepancy.
   d. * Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
   e. * Where fraud is suspected, the WHA will report this to the HUD OIG (Office of Investigation). If it is determined that the tenant is in non-compliance with his/her lease because he/she knowingly provided incomplete or inaccurate information, the WHA will begin the termination process and a civil action will be filed to recover improper subsidy payments.

15. If it is discovered that the income reported for wages or unemployment compensation does not belong to the tenant, the tenant will be made aware of the information. It is the tenant’s responsibility to contact the employer or state agency to get the information corrected.
16. The Waco Housing Authority will:
   a. Attempt to obtain written third party verification from the employer to verify EIV information
   b. Have the tenant certify that the employer and employment information displayed in the EIV is invalid and has been wrongly attributed to his or her personal identifiers
   c. Advise the tenant to contact the third party income source to request the information be removed from his/her record
   d. Keep documentation on the above in the tenant file

17. If identity theft is suspected, the WHA will refer the tenant to the Social Security Administration’s website at www.ssa.gov for information on reporting identity theft.

18. Handling of Discrepancies in EIV Reports

19. The Waco Housing Authority will handle EIV Discrepancy Reports in the following manner:
   a. If tenant disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by the Manager with the tenant to resolve the dispute. All details of the Discrepancy Report will be documented and tenant will have fifteen (15) business days to obtain third-party verification and turn it into the Manager. All tenant-provided and submitted documentation should be currently dated (not more than sixty (60) days previous to the initial resolution meeting). Once the information is received from the tenant (within the fifteen (15) day period), the Manager and Director will review and render a final decision within ten (10) business days.
   b. If a situation arises where facts indicate that a tenant has unreported or under-reported income, a repayment agreement will be executed between the tenant and Waco Housing Authority, and a revision to the current and future rental agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Waco Housing Authority.

20. The Waco Housing Authority will perform the Existing Tenant Search during the application process for all household members listed on the application and handle discrepancies in the Existing Tenant Report in the following manner.
   a. If the applicant or a member of the applicant’s household is shown to be receiving assistance at another location, the applicant will be given the opportunity to explain any circumstances relative to the dual assistance. The Housing Operations Manager will contact the respective PHA to confirm the applicant’s program participation status before admission. The Housing Operations Manager will coordinate move-out and move-in dates with the respective PHA.

21. The Waco Housing Authority will handle discrepancies in the New Hires Report in the following manner:
   a. The tenant listed on the new hire report will be scheduled for an interview and a recertification of the household will be initiated. If the tenant disagrees with the report, third party verification will be obtained from the employer.

22. The Waco Housing Authority will handle discrepancies in the Deceased Tenant Report in the following manner:
   a. The Housing Operations Manager will confirm with the head of the household, next of kin, or emergency contact person whether or not the person is deceased. WHA will then update the family composition on the HUD 50058. In the case of a deceased single member of the household, WHA will terminate tenancy...
b. Encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the person shown as being deceased in the SSA database is not deceased.

23. The Housing Authority of the City of Waco will not provide exclusions from income in addition to those already provided for by HUD.

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship or eligible non-citizen status of each family member regardless of age must be determined.

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Waco will make a copy of the individual’s INS documentation and place the copy in the applicant/tenant file. The Housing Authority of the City of Waco will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of the City of Waco will mail information to the INS in order that a manual check of INS records can be made.

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

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

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

If no family member is determined to be eligible under this section, the family’s eligibility will be denied.

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

If the Housing Authority of the City of Waco determines that a family member has knowingly permitted an ineligible non-citizen, other than any ineligible non-citizens listed on the lease, to permanently reside in their Public Housing unit, the family will be evicted. Such family will not be eligible to be readmitted to Public Housing for a period of twenty-four (24) months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS 24 CFR 5.216

Prior to admission, family members who have a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease.

The best verification of a Social Security number is the original Social Security card. If the card is not available, the Housing Authority of the City of Waco will accept a letter from the Social Security agency that establishes and documents the number. Documentation from another government agency that establishes and documents the number will also be accepted. A driver’s license, military ID, passport, or other official document that establishes and documents the number will also be acceptable.

If an individual states that he/she does not have a Social Security number, he/she will be required to sign a
statement to this effect. The Housing Authority of the City of Waco will require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates that he/she has a Social Security number but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, he/she will be asked to certify to this fact and shall have up to ninety (90) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within one hundred twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority of the City of Waco will verify and update all information related to family circumstances and level of assistance, or the Housing Authority of the City of Waco will verify and update only those changes that are reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

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

For all family members, verification of a Social Security number will be obtained only once. This verification will be accomplished prior to admission.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

A. Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination, and return to the formula based method at any time, for any of the following reasons:
   1. The family’s income has decreased;
   2. The family’s circumstances have changed, increasing their expenses for childcare, medical care, etc.; or
   3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

1. 10% of monthly gross income;
2. 30% of monthly adjusted income; (after allowable deductions); or gross
3. $50 minimum rent

In the case of a family who has qualified for the income exclusion in Section 11.2(H) (11), increased income of an individual family member is limited to a lifetime 24 month period. WHA will exclude 100% for the first 12-month period. WHA will exclude 50% of the increase in income for the second 12-month period starting from the initial exclusion date. This rule applies to eligible individual family members effective
April 1, 2016. The rule does not apply to current participating families.

13.3 MINIMUM RENT

The Housing Authority of the City of Waco has established a minimum rent of $50.00. However, if a family requests a hardship exemption, the Housing Authority of the City of Waco will immediately suspend the minimum rent for the family until it can be determined whether the hardship exists, and whether the hardship is of a temporary or long-term nature. If a hardship exists, all household members must be compliant with Community Service hours.

A. A hardship exists under the following circumstances:

1. When the family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, including medical costs, childcare, transportation, education, or similar items, or
5. When a death has occurred in the immediate family, (father, mother, daughter, son, spouse, or grandparent)

B. No hardship. If the Housing Authority of the City of Waco determines that there is no qualifying hardship, the minimum rent will be reinstated, including a requirement that the back payment(s) of minimum rent, for the time of suspension, be paid.

C. Temporary Hardship. If the Housing Authority of the City of Waco reasonably determines that there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family’s request. At the end of the ninety (90) day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority of the City of Waco will offer a re-payment agreement in accordance with Section 13.8 of this policy, for any rent not paid during the period of suspension. During the suspension period the Housing Authority of the City of Waco will not evict the family for non-payment of the amount of tenant rent owed. During the process of verification of hardship, the family must report to the Housing Authority of the City of Waco every thirty (30) days for follow-up at the development management office.

D. Long-term hardship. If the Housing Authority of the City of Waco determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. During the time of hardship, the family must report to the Housing Authority of the City of Waco every thirty (30) days for follow-up at the development management office.

E. Appeals. The family may use the Grievance Procedure to appeal the determination of the Housing Authority of the City of Waco, regarding a hardship. No escrow deposit will be required in order to access the Grievance Procedure.

13.4 THE FLAT RENT

The Housing Authority of the City of Waco has set a flat rent for each Public Housing unit. In doing so, in accordance with the Department of Housing and Urban Development Act of 2014 (2014 Appropriations Act) Section 210 requires PHAs to comply with the new requirements effective June 1. The 2014 Appropriations Act requires PHAs to establish flat rents at no less than 80 percent of the fair market rent (FMR).

The amount of the flat rent will be re-evaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Waco will post the flat rents at each of its developments, and at the central office.

13.5 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:
A. The family was receiving assistance on June 19, 1995;
B. The family was granted continuation of assistance before November 29, 1996;
C. The family’s head or spouse has eligible immigration status; and
D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head of household or spouse, or any child of the head of household or spouse, under the age of eighteen (18) years.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance in order to permit the family additional time or the orderly transition of some or all of its members to locate other suitable, affordable housing. Under this provision, the family receives full assistance. If assistance was granted prior to November 29, 1996 under this provision, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision, is eighteen (18) months. The Housing Authority of the City of Waco will grant each family a period of six (6) months to find suitable, affordable housing. Suitable housing means housing that is not substandard and is of appropriate size for the family.

Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%. The Waco Housing Authority will prorate the family’s assistance as follows

**MIXED FAMILY TTP:**
A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority of the City of Waco. The 95th percentile is called the maximum rent.
B. Subtract the family’s total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.
E. When the mixed family’s TTP is greater than the Public Housing flat rent, WHA will use the total tenant payment (TTP) as the mixed families TTP. WHA will subtract any established utility allowance and the sum becomes the mixed family rent.

**13.6 UTILITY ALLOWANCE**

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

For utilities paid by the Housing Authority of the City of Waco, the utility consumption of each household will be monitored. Any consumption in excess of the allowance established by the Housing Authority of the City of Waco will be billed to the tenant monthly.

**13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rent and other charges should be paid at the development management office or mailed to the central office of the Housing Authority of the City of Waco. Reasonable accommodation for this requirement will be made for persons with disabilities. As a safety measure, no cash will be accepted in payment for rent and other charges.

If rent and all other charges are not paid by the fifth (5th) of the month, a Notice to Quit will be issued to the tenant. Partial payments of rent and all other charges will not be applied until full payment is received. All partial payments will incur late fees. In addition, a $35.00 late charge will be assessed to the tenant. If rent is paid with a
personal check and the tenant’s bank returns the check to us as unpaid, a “Notice of Returned Check” will be delivered to you. You will be given twenty-four (24) hours from that time to pay your rent and all other fees in full. A returned check fee will be applied in the amount of $25.00 in excess of all late fees. Payment must be in the form of a cashier’s check or money order. We will not redeposit your check. In the event it is a bank error, the bank must provide a letter stating that it was their error and we will remove the NFS fees and late charges. If we receive two (2) NSF checks on your account we will not accept rental or any other payments from you in the form of a personal check for one (1) year from the date of the last NSF check. You will be required to pay rent and all other charges with a money order or cashier’s check only.

**RENT COLLECTION PROCEDURE**

A. All rent and other charges are due and payable on the first (1st) of the month, and no later than the fifth (5th) day of the month.

B. On the sixth (6th) day of the month, a “Notice to Quit” is mailed to all tenants with an outstanding balance of $5.00 or more, and a $35 late charge is assessed. A copy of the notice is retained in the tenant file in order to establish a record of payment history.

C. On the tenth (10th) day of the month, any tenant who has an outstanding balance will be sent a “Letter of Concern,” and a billing statement.

D. On the fifteenth (15th) day of the month, any tenant who has not paid rent and other charges by 5:00 P.M. will be filed on in the appropriate Justice of the Peace court.

E. No money will be applied to any tenant account once court papers have been filed, unless the amount is paid in full. Tenants, who are delinquent in rent or other charges in the prior month, may only avoid eviction by paying the entire amount owed.

F. The Housing Authority of the City of Waco reserves the right of whether to accept payment, or to enter into a repayment agreement after the court’s decision.

G. Failure to pay rent on time is a serious lease violation and grounds for lease termination. Three late payments within a twelve (12) month period shall be considered repeated lease violations.

**13.8 REPAYMENT AGREEMENT**

When a tenant owes the Housing Authority of the City of Waco rent and other charges, and is unable to pay the balance by the due date, the tenant may request that the Housing Authority of the City of Waco allow him/her to enter into a repayment agreement. The Housing Authority of the City of Waco will exercise discretion whether to accept such an agreement. All repayment agreements must insure that the full payment is made within a reasonable period of time, never to exceed four (4) months. All repayment agreements must be in writing, and signed by both parties. Failure to comply with the repayment agreement terms will subject the tenant to eviction procedures. Repayment agreements will not exceed any amount over $1000.00; unless approved by President/CEO or Senior Vice President/COO. (Refer to 5.1 Fraud)

Only one (1) repayment agreement will be allowed per calendar year. The Director of Housing Management must review and approve any repayment agreement.

**14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

**14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member, eighteen (18) years of age and older, of a household must either:

A. Contribute eight (8) hours per month of community service within the community in which the Public Housing development is located. (This service does not include political activity); or

B. Participate in an economic self-sufficiency program unless exempt from this requirement.

Failure to comply may result in termination of lease.

**14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement:

A. Family members who are sixty-two (62) or older;
B. Family members who are blind or disabled;
C. Family members who are the primary care-giver for someone who is blind or disabled;
D. Family members engaged in work activity; must work twenty (20) hours or more;
E. Family members who are exempt from work activity under Part A, Title IV of the Social Security Act, or under any other State welfare program, including the Welfare-To-Work Program; or
F. Family members receiving assistance under a State program funded under Part A, Title IV of the Social Security Act, or under any other State welfare program, including the Welfare-To-Work Program so long as they are in compliance with the program requirements.

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Waco shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Waco shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Waco shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/01/2003. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance tenant self-sufficiency, and/or increase the self-responsibility of the tenant within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fair, financial or household management, apprenticeship, or any program necessary to ready a participant to work.

The Housing Authority of the City of Waco will coordinate with social service agencies, local schools, and the human resources office in identifying a list of volunteer community service positions.

Together with the tenant advisory councils, the Housing Authority of the City of Waco may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 2003, and each annual reexamination thereafter, the Housing Authority of the City of Waco will do the following:
A. Provide a list of volunteer opportunities to family members;
B. Provide information to family members about obtaining a suitable volunteer position;
C. Provide a volunteer time sheet to family members. Instructions for the time sheet require the individual to complete the form and have a superior date and sign for each period of work;
D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track
the family members progress monthly, and will meet with family members as needed to best encourage compliance; and

E. Ninety (90) days before the family’s next lease anniversary date, the volunteer coordinator will advise the Housing Authority of the City of Waco whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Waco will notify any family who is found to be in non-compliance of the following:
A. That a family member or members have been determined to be in non-compliance with the community service requirement;
B. That the determination is subject to the Grievance Procedure; and
C. That unless the family member or members, enter into an agreement to comply, the lease will not be renewed or will be terminated.

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Waco will offer the family member or members, the opportunity to enter into an agreement prior to the lease anniversary date. The agreement shall state that the family member or members, agree to enter into an economic self-sufficiency program, or agree to perform community service for as many hours as needed to comply with the requirement during the past twelve (12) month period.
The cure shall occur over the twelve (12) month period beginning with the date of the agreement, and the tenant shall be required to keep current with the next year’s community service requirement. The first hours the tenant earns will be applied toward the past twelve (12) month, and be applied cumulatively thereafter.

The volunteer coordinator will assist the family member or members, in identifying volunteer opportunities, and will track compliance on a monthly basis.

If any applicable family member or members do not accept the terms of the agreement, do not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours, after three (3) months, the Housing Authority of the City of Waco shall take action to terminate the lease.

15.0 RECERTIFICATION/REEXAMINATION

At least annually, the Housing Authority of the City of Waco will conduct a reexamination of family income and circumstances. The results of the reexamination determine:
A. The rent the family will pay;
B. Whether the family is housed in the correct unit size; and
C. Continued Eligibility of assistance.

15.1 GENERAL

The Housing Authority of the City of Waco will send a notification letter to the tenant family, ninety (90) days prior to their annual reexamination, giving the tenant family the option of selecting either the flat rent or the formula method, and scheduling an appointment if they are currently paying a formula rent. If the tenant family thinks that they may want to switch from a flat rent to a formula rent, they must request an appointment. At the appointment, the tenant family can make their final decision regarding which rent method they will choose. The letter includes instructions permitting the tenant family to reschedule the interview, if necessary. The letter tells families who may need to make alternate arrangements due to a disability, that they may contact the Housing Authority of the City of Waco in order to request an accommodation for their need.

During the reexamination appointment, the family will provide all information regarding income, assets, expenses,
and other information necessary to determine the family’s share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. In order to ensure that the family income and composition data, provided by applicant or participant families, is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law. The Housing Authority of the City of Waco will determine whether the family composition may require a transfer to a different size unit. If so, the tenant family’s name will be placed on the transfer list. Upon receipt of verification, the Waco Housing Authority will determine the family's annual income and will calculate their rent.

15.2 MISSED APPOINTMENTS

If a tenant family fails to respond to the letter, and fails to attend the scheduled appointment for reexamination purposes, a letter of termination will be mailed to the tenant family. The letter will advise the family of the rights to an informal hearing. That failure by the tenant family to contact management may result in the Housing Authority of the City of Waco taking legal action to terminate the family’s occupancy.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:
A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
B. The amount of the flat rent.
C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the category allowances that can be deducted from income.
D. Families who opt for the flat rent will be required to go through the income reexamination process every year.
E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
   1. The family’s income has decreased.
   2. The family’s circumstances have changed, increasing their expenses for childcare, medical care, etc.
   3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
F. The dates upon which the Housing Authority of the City of Waco expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
G. The name and telephone number of an individual to call in order to get additional information or counseling concerning flat rents.
H. A certification for the family to sign accepting or declining the flat rent.

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

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family’s share of rent. The family will sign the HUD consent form and other consent forms, that later will be mailed to the sources that will verify the family circumstances.
Upon receipt of verification, the Housing Authority of the City of Waco will determine the family’s annual income and will calculate the rent as follows:
A. 10% of monthly gross income;
B. 30% of adjusted monthly income; (after allowable deductions) or gross
C. Minimum rent of $50.00 whichever is highest.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

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

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

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

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the change(s) being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Waco Housing Authority between regular reexaminations. These changes will trigger an interim reexamination. The family must notify Waco Housing Authority within ten (10) days for the following:

1. A member has been added to the family through birth or adoption or court-awarded custody.
2. A household member is leaving or has left the family unit.
3. Increase in earned income from the employment of a current family member.

In order to add a household member other than through birth or adoption, including a live-in aide, the family must request that the new member be added to the lease. Before adding a new member to the lease, tenant must complete request for additional household member, they must provide his/her income, assets, social security number if he/she has one, verify citizenship/eligible immigrant status and all other information required of an applicant.

If the Waco Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Waco Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Waco Housing Authority consent may be given or denied. Such approval will be granted only if the new family member meets PHA’s applicant screening criteria and the addition of the new family member does not overcrowd the unit. Approval to add a Live-in Aide is required and shall not be unreasonably refused. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.

Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family. The proposed family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Waco will determine the eligibility of the individual before adding him/her
to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he/she will be advised in writing and given the opportunity for an informal review.

If he/she passes the screening criteria, and is found to be eligible, his/her name will be added to the lease. At the same time, if the family’s rent is being determined under the formula method, the family’s annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph Families are not required to, but may at any time request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such a request, the Housing Authority of the City of Waco will take timely action to process the interim reexamination and recalculate the tenant’s rent.

15.7 SPECIAL REEXAMINATIONS

If a family’s income is too unstable to project for twelve (12) months, including families that temporarily have no income, or have a temporary decrease in income, the Housing Authority of the City of Waco may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first (1st) of the second (2nd) month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first (1st) of the month after the interim reexamination should have been completed.

If the new rent is a reduction, and the family caused the delay or did not report the change within ten (10) calendar days, the change will be effective the first (1st) of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form at the development management office. In considering the request, the development manager may request a meeting with the tenant to better understand the need for the transfer and to explore possible alternatives. If a meeting with the tenant is necessary, it is to be held with the development manager within five (5) business days after the tenant’s transfer request is submitted at the development management office. The development manager will review the request and make a written recommendation to the Housing Operations Manager for final determination, within seven (7) business days after the tenant’s original transfer request is submitted to the development management office.

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

If the transfer is approved, the family’s name will be added to the transfer waiting list. If the transfer is denied, the denial letter will advise the family of its right to utilize the grievance procedure.

Transfers will be processed after every (7) seven move-ins.

16.2 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:
A. To address emergency situations
B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family
occupies the appropriate size unit.
C. To facilitate relocation when required for modernization or other management purposes.
D. To facilitate relocation of families with inadequate housing accommodations.

16.3 CATEGORIES OF TRANSFERS

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

Category 2: Administrative transfers are mandatory transfers initiated by PHA. These include:
Priority 1: Mandatory administrative transfers to permit PHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
Priority 2: Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a tenant with disabilities to occupy the unit. 24 CFR § 8.27(1)
Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small. This category will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

VAWA Emergency transfers will be transferred ahead of category 1, 2 & 3.

16.4 DOCUMENTATION

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

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.
A. Under the Emergency and Administrative Transfers Priority 1 and Priority 3, Tenants are required to transfer to another unit.
B. Costs for Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the PHA. The PHA shall also pay for the cost of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant as well as the cost of all transfers needed as a reasonable accommodation for tenants with disabilities.
C. Tenant must bear the cost of transfers for over-housed or over-crowded families and tenant-initiated transfers.
D. Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.
E. Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the PHA's Violence Against Women Act Policy emergency transfer plan.
F. Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this
Following an offer and acceptance of a transfer, the family will execute all lease documents within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete the transfer. The family will be responsible for paying rent at the old unit, as well as the new unit for any period of time that they have possessions in both units beyond the three (3) day allowance to complete the transfer. The prorated rent and any other charges associated with the transfer must be paid on the first (1st) of the month following the transfer. Tenant appliances will be transferred to the new unit when the tenant transfers.

Following is the policy for the rejection of an offer to transfer:
A. If the family rejects the unit offered with good cause, the family will not be removed from the transfer waiting list. Good cause is to be determined by the Housing Authority of the City of Waco. Family’s that reject the offer with good cause approved by the Housing Authority of the City of Waco will be placed back on transfer list with date of refusal. If a family rejects a second (2nd) offer with or without good cause the Housing Authority of the City of Waco will take action to terminate the family’s residency.  
B. If the transfer is being made at the request of the Housing Authority of the City of Waco and the family rejects one (1) offer without good cause, the Housing Authority of the City of Waco will take action to terminate the family’s residency.

16.6 COST OF THE FAMILY’S MOVE

The cost of the transfer will be borne by the family under the following circumstances:
A. When the transfer is made at the request of the family, or by others on behalf of the family;  
B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;  
C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. Upon executing a waiver the transferring family agreed to move if an applicant family in need of an accessible unit reached the top of the waiting list; or  
D. When the transfer is necessary due to the action or inaction of the family causing the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority of the City of Waco under the following circumstances:
A. When the transfer is necessary in order to carry out rehabilitation/modernization activities; or  
B. When the transfer is necessary due to the action or inaction of the Housing Authority of the City of Waco causing the unit to be unsafe or uninhabitable.

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

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of the City of Waco. This means that the family must be in compliance with its lease, current in all payments to the Housing Authority of the City of Waco, and must pass a housekeeping inspection.

16.8 RIGHT OF THE HOUSING AUTHORITY OF THE CITY OF WACO REGARDING TRANSFER POLICY

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

17.0 INSPECTIONS
17.1 NOTICE OF INSPECTION
For inspections defined as Annual/Housekeeping inspections, Uniform Property Condition Standards (UPCS)/Preventive Maintenance Inspections, and Special Inspections, the Housing Authority of the City of Waco will give the tenant at least two (2) days written notice. Should you fail a housekeeping inspection you will be sent a written two (2) day notice each time until housekeeping issue has been meet or lease as been terminated.

17.2 MOVE-IN INSPECTION
An authorized representative of the Housing Authority of the City of Waco and an adult family member will inspect the unit before signing the lease, and prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will have been provided, and the statement will be signed by both parties. One copy of the inspection will be given to the adult family member, and a copy of the inspection will be retained in the tenant file.

17.3 ANNUAL/HOUSEKEEPING INSPECTION
An authorized representative of the Housing Authority of the City of Waco will inspect the unit annually or at other times as necessary, to ensure that the family is maintaining the unit in a safe and sanitary condition, and in accordance with the housekeeping standard of the Housing Authority of the City of Waco. Management may take pictures in order to deal with housekeeping, or contractual services.

17.4 UNIFORM PROPERTY CONDITION STANDARDS (UPCS)/PREVENTIVE MAINTENANCE INSPECTION
An authorized representative of the Housing Authority of the City of Waco will inspect the unit annually to ensure that the unit and its equipment are kept in good repair. The inspector will check such things as weatherization factors, smoke detectors, water heaters, furnaces, automatic thermostats, water temperatures, general plumbing and electrical, etc. Work-order follow-up to this inspection is intended to provide servicing that extends the life of the unit and its equipment. Management may take pictures in order to deal with UPCS or Maintenance issues.

17.5 SPECIAL INSPECTION
A special inspection may be scheduled to enable HUD, modernization, personnel, contractors, or other professionals to inspect a sampling of housing stock maintained by the Housing Authority of the City of Waco. Management may take pictures.

17.6 EMERGENCY INSPECTION
If any employee and/or agent of the Housing Authority of the City of Waco have reason to believe that an emergency condition exists within a housing unit, the unit can be entered without notice. The person or persons that enter the unit will leave written notice to the tenant that indicates the date and time a unit was entered, and the reason why it was necessary to enter the unit. Management may take pictures.

17.7 PRE MOVE-OUT INSPECTION
When a tenant gives notice that he/she intends to move, the Housing Authority of the City of Waco will offer to schedule a pre move-out inspection with the family. The inspection allows the Housing Authority of the City of Waco to help the family identify any problems which if left uncorrected, could lead to move-out charges. This inspection is a courtesy to the family and has been found to be helpful in reducing move-out costs to the family, as well as enabling the Housing Authority of the City of Waco to ready units more quickly for future occupants. Management may take pictures.

17.8 MOVE-OUT INSPECTION
An authorized representative of the Housing Authority of the City of Waco will inspect a unit when a tenant is
moving out, and in fact has removed all possessions from the unit. The Housing Authority of the City of Waco encourages the former tenant to be present at the move-out inspection since this becomes the basis for any claims that may be assessed against the security deposit. A written statement of the condition of the premises is made and retained in the tenant file. Management may take pictures.

17.9 INFESTATION POLICY

The Housing Authority of the City of Waco is responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms and bed bugs. This policy describes the Authority's procedure for handling serious infestations of such pests in the rental premises or in the adjoining rental units which may require vacating tenants from their unit. Upon report of infestation, within twenty-four (24) hours of report, the Housing Authority will contact a qualified licensed pest control contractor trained in bed bug detection to inspect the unit to determine if bed bugs are present. If infestation is identified, the unit and surroundings units will be treated for bed bugs. The inspection should occur within three (3) calendar days of the tenants report when possible. If bed bugs infestation is found in the unit, treatment will begin within five (5) days of inspection if possible. Tenant will be advised of necessary timeframe it will take for treatment of the unit.

SECTION 1 - TENANT INVOLVEMENT:

In order for Housing Authority of the City of Waco to eradicate an infestation in a tenant’s unit and/or adjoining rental unit(s), tenant will be required to cooperate with any such extermination process by complying with the requests of the Housing Authority’s Licensed Professional Pest Control Representatives. Tenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property to the maintenance department and management staff.

Tenants agree not to bring onto the property any furniture or personal property that was found on the street, that was purchased at any used furniture store or charitable organization without prior treatment or inspection, or which tenants have reason to believe could be infested with any pests.

If the technician is unable to perform the bed bug treatment due to lack of preparation by tenant, such as clutter, debris, people unable to leave the home, etc., a $75.00 trip charge will be added to your account and we will reschedule appointment. If we have to return more than 3 times it could be cause to terminate your lease.

SECTION 2 - TERMINATIONS

The Housing Authority of the City of Waco retains the right to terminate tenant’s tenancy and require tenants to vacate the rental unit in the event that the:

A. Tenant action or inaction contributes to or results in a pest infestation;
B. Tenant action or inaction prevents treatment of an infestation.
C. Tenant fails to comply with the requirements of this policy.
D. Tenant fails to report infestation immediately upon suspicion.

If the Housing Authority of the City of Waco terminates the tenancy according to this policy and tenant vacates within seven (7) days of such notice of termination, the tenant shall be responsible for any future financial obligations pursuant to the Lease, unless the infestation is caused or worsened as a result of the tenant actions or inactions, or as a result of the tenant preventing or hindering treatment.

18.0 TERMINATION

18.1 TERMINATION BY TENANT

A tenant may terminate the lease at any time by submitting a fifteen (15) day written notice to vacate the unit. If a tenant vacates the unit prior to the end of the fifteen (15) day, he/she is responsible for rent to the end of the notice period, or until the unit is re-rented, whichever occurs first (1st).
18.2 TERMINATION BY THE HOUSING AUTHORITY OF THE CITY OF WACO

The Housing Authority of the City of Waco, after 10/01/2003, will not renew the lease of any family that is not in compliance with the community service requirement, or an approved agreement to cure. If the family does not voluntarily leave the property, eviction proceedings will be initiated.

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

A. Nonpayment of rent or other charges;
B. A history of late rental payments, i.e., “Notice of termination to Quit”;
C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
D. Failure to allow inspection of the unit;
E. Failure to maintain the unit in a safe and sanitary manner;
F. Assignment or subletting the premises;
G. Use of the premises for purposes other than as a dwelling unit (other than for a Housing Authority of the City of Waco approved tenant business);
H. Destruction of property;
I. Acts of destruction, defacement, removal of any part of the premises, or failure to cause guests to refrain from such acts;
J. Any criminal activity or drug-related criminal activity, on or off the premises. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the Housing Authority of the City of Waco. Prior to Waco Housing Authority terminating the lease due to criminal record, applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before termination of lease. The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person had been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
K. Non-compliance with Non-citizen Rule requirements;
L. Permitting persons not on the lease to reside in the unit, more than ten (10) days each year, without the prior written approval of the Housing Authority of the City of Waco;
M. Failure to recertify annual information after first notice; and all school age children must be enrolled in school;
N. Failure to allow maintenance repairs or modernization improvements to a unit;
O. Failure to conduct themselves in a cooperative, courteous or non-threatening manner with tenants and staff. Disruptive or uncooperative behavior can result in termination of lease: or
P. Other good cause.

The Housing Authority of the City of Waco will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

18.3 ABSENCE FROM THE UNIT

The family must supply any information or certification requested by the Waco Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Waco Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Waco Housing Authority for this purpose. The family must promptly notify the Waco Housing Authority of its absence from the unit within ten (10) ten days.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to thirty (30) days. Any family absent for more than thirty (30) days without notifying Waco Housing Authority and has non-payment of rent will be terminated from the program.

Authorized absences may include, but are not limited to, and require rent and all other charges to be paid monthly.

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member
3. Other absences that are deemed necessary by the Waco Housing Authority

Upon the death of the sole tenant the Lease is automatically terminated. The emergency contact listed by tenant will be notified in writing to have all of tenant’s personal property removed from the leased unit within ten (10) calendar days of the postmark date on the notice or through the end of month in which the rent has been paid, whichever is greater. Notice will be delivered to the emergency contact address provided by tenant. It is the tenant’s responsibility to ensure the Authority receives any updated emergency contact information, including name, address and phone number, in writing.

If tenant does not provide an emergency contact, or if tenant’s emergency contact does not timely remove all of tenant’s personal property as provided in the notice, the Authority is authorized to remove and dispose of tenant’s personal property from the lease premises. The Authority is under no obligation to store tenant’s property. Any refund, including security deposit (less lawful deductions); will be paid to the estate of the sole tenant. The tenant’s estate will be liable for payment of rent and all other charges as provided under the terms of this lease until the unit is vacated. The tenant further agrees to abide by such necessary and reasonable regulation as may be promulgated by the Authority for the benefit and well-being of the housing development and the tenants which shall be posted in the Authority’s office and incorporated by reference in this lease.

Surrender or abandonment ends the tenant right of possession and gives the Housing Authority of the City of Waco the right to remove any property, and clean the unit for lease-up.

18.4 RETURN OF SECURITY DEPOSIT

When a family moves out, the Housing Authority of the City of Waco will return the security deposit within thirty (30) days, and give the family a written statement of why all, part, or none of the security deposit is being kept. The unit must be restored to the same condition as when the family moved in, except for normal wear and tear. The security deposit will not be used to cover normal wear and tear, or damage that existed when the family moved in.

The Housing Authority of the City of Waco will be considered in compliance with the above, if the required payment and statement are deposited in the U.S. mail with first class postage paid within thirty (30) days of a family’s move-out.

18.5 GRIEVANCE PROCEDURE

Per CFR 966.51 (a) (2) “Except in cases involving eviction where state law provides due process in accordance with 24 CFR 966.54, any tenant with an individual dispute relative to a Housing Authority act, or failure to act in accordance with the dwelling lease or adopted regulations, shall be given an informal hearing 24 CFR 966.54 and, if requested, a formal hearing before a selective hearing (24.CFR 966.55) officer or hearing panel. The following exceptions are:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other tenants or employees of the Authority, or
2. Any violent or drug related criminal activity on or near such premises.

19.0 VIOLENCE AGAINST WOMEN’S ACT COMPLIANCE

I. Admissions and Screening
   A. Non – Denial of Assistance. WHA will not deny admission to the Public Housing rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission.
   B. Admissions Preference – Applicants for housing assistance from WHA will receive a preference in admissions by virtue of their status as victims of domestic violence, dating violence, sexual assault or stalking.
   C. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, WHA may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to
take such mitigating information into account, WHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. WHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

II. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, Public Housing tenants have the following specific protections, which will be observed by WHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of, or assistance, to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by WHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
   (a) Nothing contained in this paragraph shall limit any otherwise available authority of WHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither WHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to the other tenants.
   
   (b) Nothing contained in this paragraph shall be construed to limit the authority of WHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or WHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, WHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by WHA. Leases used for all Public Housing operated by WHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by WHA, shall contain provisions setting forth the substance of this paragraph.

III. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Requirement for Verification. The law allows, but does not require, WHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph IV.C, WHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by WHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence,
sexual assault or stalking may be accomplished in one of the following three (3) ways:

HUD-approved form – by providing to WHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking, that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

Other documentation – by providing to WHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record – by providing to WHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

Time allowed to provide verification/failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by WHA, or a Section 8 owner or manager to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement. The President/CEO of WHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the President/CEO, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

IV. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to WHA or to a Section 8 owner or manager in connection with a verification required under Section IV of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a Public Housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. Notification of rights. All tenants of Public Housing and tenants participating in the Section 8 rental assistance program administered by WHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.
I. Transfer to a New Residence
   A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, WHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a Public Housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
   B. Action on application. WHA will act upon such an application promptly within fourteen (14) days.
   C. No right to transfer. WHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph VII, E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of WHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
   D. Family rent obligations. If a family occupying WHA Public Housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by WHA. In cases where WHA determines that the family’s decision to move was reasonable under the circumstances, WHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

II. Court Orders/Family Break-up
   A. Court orders. It is WHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by WHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
   B. Family break-up. Other WHA policies regarding family break-up are contained in WHA’s Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

III. Relationships with Service Providers
   It is the policy of WHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If WHA staff becomes aware that an individual assisted by WHA is a victim of domestic violence, dating violence, sexual assault or stalking, WHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring WHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. WHA’s annual Public Housing agency plan shall describe providers of shelter or services to victims of domestic violence with which WHA has referral or other cooperative relationships.

IV. Notification
   WHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance. In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16) Notification of Occupancy Rights under the VAWA (Form HUD- 5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (Form HUD-5382) will be provided to all applicants and/or tenants as required.

   In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16), WHA has implemented the following internal and external Emergency Transfer Plan:
   A. The Emergency Transfer Plan will be available upon request and, when feasible, publically available.
   B. The Waco Housing Authority will retain record of all emergency transfer requests and the outcome and retain this information for a period of three (3) years.
   C. WHA will provide request and outcomes to HUD annually.
Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

WACO HOUSING AUTHORITY is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), Waco Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of WHA to honor such a request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether WHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

Eligibility for Emergency Transfers
A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the ninety (90)-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation
To request an emergency transfer, the tenant shall notify WHA development management office and submit a written request for a transfer within current Public Housing Development or to another WHA Public Housing property. WHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

1. Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
2. Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under WHA program; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

Confidentiality
WHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives WHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for all tenants, for more information about WHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability
WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. WHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. WHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If WHA has no safe and available units for which a tenant who needs an emergency is eligible, WHA will assist the tenant in identifying other housing providers or housing assistance program who may have safe and available units to which the tenant could move. At the tenant’s request, WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

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 & Incest National Network’s National Sexual Assault Hotline at 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.

WHA will provide a local resource guide, this guide will provide contact info for and information on organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

V. Relationship with Other Applicable Laws
Neither VAWA nor this Policy implementation shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

VI. Amendment
This policy may be amended from time to time by WHA as approved by the WHA Board of Commissioners.
GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in Public Housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is eighteen (18) years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household’s annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under thirteen (13) years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
B. Are anticipated to be received from a source outside the family during the twelve (12)-month period following admission or annual reexamination effective date; and
C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the twelve (12)-month period) from assets to which any member of the family has access. (1937 Housing Act: 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see “net family assets.”)

Asset Income: Income received from assets held by family members. If assets total more than $5,000.00 income, the asset is “imputed: and the greater of actual asset income and imputed asset income is counted in annual income. (See “imputed asset income” below.)

Ceiling Rent: Maximum rent allowed for some units in Public Housing projects.

Certification: The examination of a household’s income, expenses, and family composition to determine the family’s eligibility for program participation and to calculate the family’s share of rent.
Child: For purpose of citizenship regulations, a member of the family other than the family head or spouse who is under eighteen (18) years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under thirteen (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 his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent From: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICA, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants for participant to determine eligibility or level of benefits. (24 CFR 5.214)

Dating Violence: Violence committed by a person
(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors; (I) the length of the relationship; (II) the type of relationship, and (III) the frequency of the interaction between the persons involved in the relationship.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under eighteen (18) years of age or is a person with a disability or is a full-time student (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household’s annual income in determining adjusted annual income

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. (24 CFR 5.63(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, 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 (24 CFR 5.403(b)) (Also see “person with disabilities.”)

Disabled Person: See “person with disabilities.”

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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. (24 CFR 5.403(b))

Displaced Person: A person displaced by a 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. [1937 Act]
Domestic Violence: Includes felony or misdemeanor crimes of violence committed by 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 cohabitated with or has cohabited with the victim as a spouse, by a 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.

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)

Elderly Family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; two (2) or more persons who are at least sixty-two (62) years of age living together; or one (1) or more persons who are at least sixty-two (62) years of age living with one (1) or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household’s annual income in determining adjusted annual income.

Elderly Person: A person who is at least sixty-two (62) year of age. (1937 Housing Act)

Extremely low-income families: A very low-income family whose annual income does not exceed the higher of: The poverty guideline established by the Department of Health & Human Services applicable to the size involved or thirty (30) percent of the median income for the areas as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceiling higher or lower than thirty (30) percent of the area median income for the area of HUD finds that such variations are necessary because of unusually high or low family incomes (Effective March 28, 2016).


Family includes but is not limited to:

A. A family with or without children;
B. An elderly family;
C. A near-elderly family;
D. A disabled family;
E. A displaced family;
F. The remaining member of a tenant family
G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403) or
H. Gender identity and sexual orientation

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three (3) years, rather than annually.

Formula Method: A means of calculating a family’s rent based on ten percent (10%) of their monthly income, thirty percent (30%) of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family’s income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))
**Gender Identity:** Means actual or perceived gender-related characteristics.

**Head of Household:** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All member of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than $5,000.00, imputed income is the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household’s circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one (1) or more elderly persons, near-elderly persons, or persons with disabilities and who:
  A. Is determined to be essential to the care and well-being of the persons;
  B. Is not obligated for the support of the persons; and
  C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed eighty percent (80%) of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than eighty percent (80%) of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603 (d)) These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctor, dentists, therapists, medical facilities, care for a service animal, and transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status (24 CFR 5.504(b))

**Monthly Adjusted Income:** One-twelfth (1/12) adjusted income. (24 CFR5.603 (d))

**Monthly Income:** One-twelfth (1/12) of annual income. (24 CFR5.603 (d))

**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 (24 CFR 5.504 (b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); two (2) or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living together, or one (1) or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one (1) or more live-in aides. (24 CFR 5.503 (b))

**Net Family Assets:**
A. 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 for necessary items of personal property such as furniture and automobiles shall be excluded.

B. 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.

C. In determining family assets, housing authorities or owners, as applicable, shall include the value of any businesses or family asset 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 (2) years preceding the date of application for the program or re-examination, 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. (24 CFR 5.603 (d)

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b)

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social security Act, which states: “Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, or in the case of an individual who attained the age of fifty-five (55) and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

B. Is determined, Pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be a long-continued and indefinite duration;
2. Substantially impedes his/her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

“Severe chronic disability that:
1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age twenty-two (22);
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three (3) or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person’s need for combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome
or any conditions arising from etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family’s housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family’s income, expenses, and composition to determine the family’s rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the Public Housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Sexual Orientation:** Means homosexuality, heterosexuality or bisexuality

**Sexual Assault:** Any nonconsensual sexual act.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing Handbook 7465.1 REV-2, 3-5)

Stalking: to follow, pursue, or repeatedly commit acts 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 emotion harm to (I) that person; (II) a member of the immediate family of the person; or (III) the spouse or intimate partner of that person.

**State Wage Information Collection Agency (SWICA):** The State 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. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))
Third-Party (verification): Written or oral confirmation of a family’s income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):
A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
   1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
      a. Thirty percent (30%) of the family’s monthly adjusted income;
      b. Ten percent (10%) of the family’s monthly income; or
      c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family’s actual housing costs, is specifically designated by such agency to meet the family’s housing costs, the portion of such payments which is so designated.

      If the family’s welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a) (1) shall be the amount resulting from one (1) application of the percentage.

   2. Total tenant payment for families residing in Public Housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in Public Housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a Public Housing program, whose initial lease was effective before August 1, 1982.

Utility Reimbursement: The amount, if any by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose income do not exceed fifty percent (50%) of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than fifty percent (50) % of the median for the areas on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 ACT)

Violence Against Women Act (VAWA): Federal law that went into effect in 2006 to protect individuals who are victims of domestic violence, dating violence, sexual assault and stalking.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In “as-paid” welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

<p>| ACC | Annual Contributions Contract |
| CFR | Code of Federal Regulations |
| FSS | Family Self Sufficiency (program) |
| HCDA | Housing and Community Development Act |
| HQS | Housing Quality Standards |
| HUD | Department of Housing and Urban Development |
| INS | (U.S) Immigration and Naturalization Service |
| NAHA | (Cranston-Gonzales) National Affordable Housing Act |
| NOFA | Notice of Funding Availability |
| OMB | (U.S.) Office of Management and Budget |</p>
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WACO HOUSING AUTHORITY & AFFILIATES

SECTION 8

ADMINISTRATIVE PLAN

Revised 2020
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GLOSSARY

ACCRONYMS
SECTION 8 ADMINISTRATIVE PLAN

Introduction to Section 8 Programs administered by Waco Housing Authority & Affiliates.

Waco Housing Authority & Affiliates incorporates areas of Waco and McLennan County. In addition, the Authority has incorporated smaller housing authorities at the request of HUD. These additional areas now include Hill County and Somervell County.

Hill County and Somervell County will follow all guidelines and policies administered and adopted by the Housing Authority Board of Commissioners and will be held to the same standards and compliance required by HUD.

1.0   EQUAL OPPORTUNITY

1.1   FAIR HOUSING
It is the policy of Waco Housing Authority & Affiliates to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

To further its commitment to full compliance with applicable Civil Rights Laws, Waco Housing Authority & Affiliates will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Waco Housing Authority & Affiliates’ office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

1.2   REASONABLE ACCOMMODATION
Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Waco Housing Authority & Affiliates’ housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, Waco Housing Authority & Affiliates will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

When an applicant or tenant family requests a reasonable accommodation, Third party verification forms will be provided as follows:
1. Consent for Verification of need for Reasonable Accommodation/Modification to be completed by the applicant/tenant
2. WHA will complete the Certification of Need for Reasonable Accommodation form and submit to the medical professional within 3 days of authorization on consent form.
3. A letter will be mailed to the applicant/tenant to inform them of the process along with the timeframe documentation will be submitted by WHA and the timeframe documentation must be received from the medical professional. The medical professional must complete and return the form within 3 weeks of the sent date or the applicant/tenant request will be dropped. A letter will be mailed to the applicant/tenant regarding the approval or disapproval of their request.

An applicant or tenant family has the right to appeal for unfavorable decisions regarding an accommodation or a particular choice of accommodation. The appeal must be received within 8 business days from the denial date.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make any modifications to the unit.

WHA will assist a family that includes an individual with disabilities in locating an available, accessible dwelling unit.

WHA will assist families than include an individual with disabilities by providing a higher payment standard up to 120% as a reasonable accommodation if the family requests such an accommodation and it is necessary in order for the family to obtain suitable housing. The rent must meet rent reasonableness guidelines.

1.3 ACCOMMODATIONS FOR LIMITED ENGLISH PROFICIENCY ASSISTANCE
In order to better serve those applicants with Limited English Proficiency, Waco Housing Authority & Affiliates will do the following:

- Post signs in the lobby to request assistance with the application
- Have this printed request on the application
- Have bilingual staff available by appointment and phone
- Allow assistance to the participant from a family member or friend for translation purposes
- Train staff on use of computer internet programs available for translation, i.e. www.Freetranslator.com
- Provide translated materials as provided by HUD
- Waco Housing Authority & Affiliates will, when needed, provide professional translation services at no cost to the participant

The Authority retains the right to select the most efficient or economic choice.

1.4 FAMILY/OWNER OUTREACH
Waco Housing Authority & Affiliates will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.
Waco Housing Authority & Affiliates will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

Waco Housing Authority & Affiliates will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works;
B. Explain how the program benefits owners;
C. Explain owners’ responsibilities under the program. Emphasis is placed on quality screening and ways Waco Housing Authority & Affiliates helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Waco Housing Authority & Affiliates staff.

Waco Housing Authority & Affiliates will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.5 RIGHT TO PRIVACY

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

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant. The following information will be provided to a prospective landlord upon request:

- Previous address
- Relocation address
- Any outstanding claims against the applicant/tenant
- Number of persons in the household
- Preference claims that may end in termination, if not upheld
- Unpaid claims from the Housing Authority

1.6 REQUIRED POSTINGS

Waco Housing Authority & Affiliates will have the following information posted or available for public review at the central office located at 4400 Cobbs Drive:

A. The Section 8 Administrative Plan
B. Notice of the status of the waiting list (opened or closed)
C. Informal Review and Informal Hearing Procedures
D. Fair Housing Poster

2.0 WACO HOUSING AUTHORITY & AFFILIATES/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of Waco Housing Authority & Affiliates, the Section 8 Owners/Landlords, and the participating families.

2.1 WACO HOUSING AUTHORITY & AFFILIATES RESPONSIBILITIES

A. Waco Housing Authority & Affiliates will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Waco Housing Authority & Affiliates’ Section 8 Administrative Plan.

B. In administering the program, Waco Housing Authority & Affiliates must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
7. Determine who can live in the assisted unit at admission and during the family’s participation in the program;
8. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
9. Review the family’s request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
10. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
11. Determine the amount of the housing assistance payment for a family;
12. Determine the maximum rent to the owner and whether the rent is reasonable;
13. Make timely housing assistance payments to an owner in accordance with the HAP contract;
14. Examine family income, size and composition at admission and during the family’s participation in the program. The examination includes verification of income and other family information;
15. Establish and adjust Waco Housing Authority & Affiliates utility allowance;
16. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by Waco Housing Authority & Affiliates, if the owner defaults (e.g., HQS violation);
17. Determine whether to terminate assistance to a participant family for violation of family obligations;
18. Conduct informal reviews of certain Waco Housing Authority & Affiliates decisions concerning applicants for participation in the program;
19. Conduct informal hearings on certain Waco Housing Authority & Affiliates decisions concerning participant families;
20. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
21. Administer an FSS program (if applicable).

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner’s obligations under the HAP contract and the lease.

B. The owner is responsible for:
1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to Waco Housing Authority & Affiliates information required under the HAP contract.
5. Collecting from the family:
   a. Any security deposit required under the lease.
   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
   c. Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease.
7. Paying for utilities and services (unless paid by the family under the lease).
8. Lease needs to show who provides appliances.

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
D. The owner is responsible for notifying Waco Housing Authority & Affiliates of any rent increase sixty (60) days prior to the anniversary date.

2.3 OBLIGATIONS OF THE PARTICIPANT
This Section states the obligations of a participant family under the program.

A. Supplying required information:
1. The family must supply any information that Waco Housing Authority & Affiliates or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by Waco Housing Authority & Affiliates or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.216 with the exception as noted in Section 5.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family:
The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Waco Housing Authority & Affiliates Inspection:
The family must allow Waco Housing Authority & Affiliates to inspect the unit at reasonable times and after at least two (2) days notice. Special inspections will be performed without notice to tenant.

D. Violation of Lease:
The family may not commit any serious or repeated violation of the lease.

E. Conduct:
Failure to maintain the peaceful enjoyment of the premises by other tenants can result in termination. Tenant is responsible for the conduct of themselves, family members, and guests at all times.

F. Family Notice of Move or Lease Termination:
The family must give a written 30 days notice to Waco Housing Authority & Affiliates and the owner before the family moves out of the unit or terminates the lease.

G. Owner Eviction Notice:
The family must promptly give Waco Housing Authority & Affiliates a copy of any owner eviction notice it receives.

H. Use and Occupancy of the Unit:
1. The family must use the assisted unit for a residence by the family. The unit must be the family’s only residence.
2. Waco Housing Authority & Affiliates must approve the composition of the assisted family residing in the unit. The family must promptly inform Waco Housing Authority & Affiliates of the birth, adoption or court-awarded custody of a child. The family must request approval from Waco Housing Authority & Affiliates to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph four (4) of this Section). (reference pages 42, 71)
3. The family must promptly notify Waco Housing Authority & Affiliates within eight (8) days if any family member no longer resides in the unit.
4. If Waco Housing Authority & Affiliates has given approval, a foster child/foster adult or a live-in aide may reside in the unit. Waco Housing Authority & Affiliates has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide, and defining when Waco Housing Authority & Affiliates consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements. The affected household member must obtain all appropriate licenses, landlord approval, and must promptly notify Waco Housing Authority & Affiliates.

6. The family must not sublease or sublet the unit.

7. The family must not assign the lease or transfer the unit.

I Absence from the Unit:
The family must supply any information or certification requested by Waco Housing Authority & Affiliates to verify that the family is living in the unit, or relating to family absence from the unit, including any Waco Housing Authority & Affiliates requested information or certification on the purposes of family absences. The family must cooperate with Waco Housing Authority & Affiliates for this purpose. The family must promptly notify Waco Housing Authority & Affiliates of its absence from the unit. Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from Waco Housing Authority & Affiliates for absences exceeding 30 days. Waco Housing Authority & Affiliates will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program. Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by Waco Housing Authority & Affiliates

J Interest in the Unit:
The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

K Fraud and Other Program Violation:
The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

L Crime by Family Members:
The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

M Other Housing Assistance:
An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 Eligibility for Admission

3.1 INTRODUCTION
There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet Waco Housing Authority & Affiliates’ screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA
A. Must meet one or more preference – preferences will be verified
B. Family Status
1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
   a. Children temporarily absent from the home due to placement in foster care are considered family members.
   b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
   c. Considers gender identity and actual or perceived sexual orientation or marital status for bedroom size

2. An elderly family, which is:
   a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
   b. Two or more persons who are at least 62 years of age living together; or
   c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A disabled family, which is:
   a. A family whose head, spouse, or sole member is a person with disabilities;
   b. Two or more persons with disabilities living together; or
   c. One or more persons with disabilities living with one or more live-in aides.

4. A remaining member of a tenant family.

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

C. Income Eligibility

WHA must conduct a reexamination of family income and composition at least annually, as required by law. To enforce this requirement, applicants and participant families are required to provide WHA with information and data as may be requested from time to time to confirm family income and composition. In order to ensure that the family income and composition data provided by an applicant or participant families is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law.

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:
   a. An extremely low-income or a very low-income family;
   b. A low-income family continuously assisted under the 1937 Housing Act;
   c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
   d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
   e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
   f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible for admission to the program.

4. When the head of household dies during tenancy and the remaining household members are minors, Waco Housing Authority & Affiliates will allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. The new guardian can be added as the head of household if they meet other eligibility requirements such as screening process, income limits, etc. Waco Housing Authority & Affiliates will work with local Department of Social Services to ensure that the best interests of the children are addressed.

5. Families who are moving into Waco Housing Authority & Affiliates’ jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.

6. Families who are moving into Waco Housing Authority & Affiliates’ jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Waco Housing Authority & Affiliates’ program.

7. Income limit restrictions do not apply to families transferring units within the Waco Housing Authority & Affiliates’ Section 8 Program.

D. Citizenship/Eligible Immigrant Status

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

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(K) for calculating rents under the noncitizen rule).

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

E. Social Security Number Documentation

All assisted applicants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides. Except non-contending persons period prior to the date of voucher issuance assistance will be provided so long as the documentation is received within 90 calendar days from the effective date of the Housing Assistance Payment (HAP) contract. An additional 90-day period will be granted at WHA discretion (added 3/28/16).

Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:
   a. A provision authorizing HUD and Waco Housing Authority & Affiliates to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
   b. A provision authorizing HUD or Waco Housing Authority & Affiliates to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for Tenancy

Waco Housing Authority & Affiliates determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. Waco Housing Authority & Affiliates will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, Waco Housing Authority & Affiliates may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

Waco Housing Authority & Affiliates will check with the State Sex Offender Registration Program and will ban for life any individual who is registered as a lifetime sex offender. Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, Waco Housing Authority & Affiliates will provide any factual information or third party written information they have relevant to a voucher holder’s history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation,

The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and central office.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in Waco Housing Authority & Affiliates’ jurisdiction, Waco Housing Authority & Affiliates may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. Waco Housing Authority & Affiliates will later verify the information in the applications relevant to the applicant’s eligibility, admission, and level of benefit.

Applications will be accepted online at wacopha.org. Reasonable accommodations will be made for persons with disabilities. Access by calling 254-752-0324 ext. 215.
Persons with disabilities who require a reasonable accommodation in completing an application may call Waco Housing Authority & Affiliates to make special arrangements to complete their application. The TDD telephone number is 1-800-432-2698.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family’s placement on the waiting list.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. Waco Housing Authority & Affiliates will annotate the applicant’s file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing upon request.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Waco Housing Authority & Affiliates will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family’s final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST
The waiting list will be maintained in accordance with the following guidelines:
   A. The application will be a permanent file;
   B. All applications will be maintained in order of preference and then in order of date and time of application;
   C. Any contact between Waco Housing Authority & Affiliates and the applicant will be documented in the applicant’s file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 MISSED APPOINTMENTS
All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.
Waco Housing Authority & Affiliates will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, Waco Housing Authority & Affiliates will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.5 PURGING THE WAITING LIST
Waco Housing Authority & Affiliates will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST
Waco Housing Authority & Affiliates will not remove an applicant’s name from the waiting list unless:
   A. The applicant requests that the name be removed;
   B. The applicant fails to respond to a written request for information, or a request to declare their continued interest in the program, or misses scheduled appointments; or
   C. Reasonable efforts to contact the applicant to determine continued interest have been unsuccessful, or
   D. The applicant is notified of intent to remove because of ineligibility.
   E. An applicant’s written request to be placed back on the waiting list will be accepted twice. Their name will be removed from the waiting list after the second request.
4.7 GROUNDS FOR DENIAL

Waco Housing Authority & Affiliates will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;
B. Do not supply information or documentation required by the application process;
C. Fail to respond to a written request for information, or a request to declare their continued interest in the program;
D. Fail to complete any aspect of the application or lease-up process;
E. Have a history/pattern (up to three (3) years) of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property; If 3 or more arrests occurs for criminal activity within a 1 year period by a household member, WHA may terminate assistance if it has been determined based on a preponderance of the evidence that the household member has engaged in the activity, whether the household member has been arrested or convicted for such activity.
F. Currently owe rent or other amounts to any housing authority in connection with the Public Housing or Section 8 Programs; this includes discharges of rent owed through bankruptcy.
G. Have committed fraud, bribery, or any other corruption in connection with any Federal Housing Assistance Program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
I. Have a family member who was evicted from assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Waco Housing Authority & Affiliates may waive this requirement if:
   1. The person demonstrates to Waco Housing Authority & Affiliates’ satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
   2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
   3. The person has otherwise been rehabilitated successfully; or
   4. The person is participating in a supervised drug or alcohol rehabilitation program.
K. Have engaged in or threatened abusive or violent behavior towards any Waco Housing Authority & Affiliates staff member or resident;
L. Have a family household member who has been terminated under the Section 8 Housing Choice- Voucher Program during the last three (3) years;
M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
N. Have a family member with a lifetime registration under a State Sex Offender Registration Program (Denied for life);
O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the Welfare-to-Work Voucher Program;
P. Applicants evicted from public housing for failing to do mandatory community service hours per QWHRA guidelines, will have a 12 month period of ineligibility for Public Housing or Section 8 services beginning from the date of eviction, move-out or termination.
Q. Engaged in fraud to any other government agency by the head of household or any family member.
4.8 NOTIFICATION OF NEGATIVE ACTIONS
Any applicant whose name is being removed from the waiting list will be notified by Waco Housing Authority & Affiliates, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. Waco Housing Authority & Affiliates' system of removing applicants’ names from the waiting list will not violate the rights of persons with disabilities. If an applicant’s failure to respond to a request for information or updates was caused by the applicant’s disability, Waco Housing Authority & Affiliates will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, Waco Housing Authority & Affiliates will verify that there is in fact a disability, and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.9 INFORMAL REVIEW
If Waco Housing Authority & Affiliates determines that an applicant does not meet the criteria for receiving Section 8 assistance, Waco Housing Authority & Affiliates will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within eight (8) business days of the denial. Waco Housing Authority & Affiliates will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

SELECTING FAMILIES FROM THE WAITING LIST
5.1 Special Admissions: Mainstream Vouchers
WHA will process Mainstream Vouchers thru our current HCV wait list for those eligible under our present wait list preferences for the program (disabled over 18 and under 62, homeless) and will include families with a household member who is disabled for Mainstream Voucher eligibility purposes only. They will be pulled off the wait list by date and time of application. Every effort will be made to divide available vouchers between these three groups equally unless one preference is exhausted.

If our eligible Section 8 wait list applicants who meet criteria for the Mainstream Voucher are exhausted; we will review our available Public Housing wait list for eligible candidates. Barring any non-eligible wait list applicants for consideration. WHA must publicly post the application opening for Mainstream Vouchers only. Included with this will be the detailed Mainstream Voucher eligibility criteria that must be met in order to be eligible for the program voucher. WHA will work with available community partners thru the COC, Homeless Coalition, WISD, MHMR, Salvation Army, Family Abuse Shelter, etc. at that time for applications.

5.2 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS
Waco Housing Authority & Affiliates uses local preferences to determine the ranking of an applicant. These have been adopted by the Board of Commissioners specifically for this purpose. The preferences are not ranked, and residency preference carries one weight;homeless preference (must meet definition) or victims of domestic violence preference carries two weights.

The Housing Authority may admit an applicant for participation in the program either as a special admission funds designated for HUD approved persons, or as a waiting list admission.
If HUD awards’ funding that is targeted for families with specific characteristics, or families living in specific units, Waco Housing Authority & Affiliates will use the assistance for those families.

Special Provisions for the Use of Targeted Vouchers – Project-Based Voucher (PVB) Assistance (Per HUD regulations)

5.3 PREFERENCES
Local preference(s) must be verified by written documentation at the time of the briefing and/or eligibility appointment. The applicant must be able to provide written documentation for all preferences claimed on the LOCAL PREFERENCE CLAIM FORM. If a preference has been selected, it may be changed at the time of eligibility (if the applicant’s circumstances have changed) because the selection criteria is not based upon the type of preference. However, it must match one or more of the local preferences established by Waco Housing Authority & Affiliates.

Consistent with Waco Housing Authority & Affiliates Agency Plan, Waco Housing Authority & Affiliates will select families based on the following preferences.

- **VETERAN’S PREFERENCE:**
  The head of household and/or spouse is currently a member of the Armed Forces, or the head of the household and/or spouse has an honorable discharge from the Armed Forces.
  In the case of a divorce or legal separation, the head of the household or former spouse must provide Waco Housing Authority & Affiliates with documentation that the head or spouse has rights to benefits; there is no right to the veteran’s preference.

- **EMPLOYMENT PREFERENCE:**
  Families whose head of household or spouse is employed.
  Families whose head of household or spouse has been given a bona fide offer of employment.
  This preference does not require a minimum of income, but the family’s annual income cannot exceed current very low income guidelines by HUD. Must have a minimum of 20 working hours a week for Section 8 and 24 hours a week for Public Housing.
  No minimum length of time is required for the head or spouse to be employed. After move-in the employment must continue for twelve months or longer.

- **ELDERLY:**
  Head of Household or Spouse is 62 years of age or older.

- **DISABLED AND HANDICAPPED HEAD OF HOUSEHOLD:**
  This preference only applies to the Head of Household.

- **JOB TRAINING / SCHOOL PREFERENCE:** (Must meet student rule)
  The head of household or spouse is currently enrolled and participating in a job-training program that prepares them for entering or re-entering the job market.
  Families where the head of household or spouse is a graduate of a job-training program that prepared them for entering or re-entering the job market.
  Head of Household is currently enrolled in educational programs working toward a degree. Must be a full-time student (twelve hours or more) or give verifiable justification for carrying a lesser number of hours.

- **DISPLACEMENT:**
  The household has been displaced due to a nationally declared disaster area.

- **DOMESTIC VIOLENCE PREFERENCE:**
  Household annual income cannot exceed current income guidelines by HUD.
  Must be certified by a police report or the Family Abuse Center that provides shelter or counseling to victims of domestic violence.
  The Housing Authority shall determine that the domestic violence occurred recently (within 1 year) or is of a continuing nature.
  The applicant shall certify that the person who engaged in such violence will not reside with the family unless Housing Authority has advance written approval.
  The Housing Authority may deny or terminate assistance to the family for breach of certification.

- **RESIDENCY PREFERENCE**
This preference only applies to residents who has a domicile (legal residence) in McLennan, Hill, Johnson & Somervell counties at the time of application. The Residency Preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

- Homeless Preference (must meet definition)
- For Section 8 Mainstream Vouchers only – Preference given for non-elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. Currently experiencing homelessness, previously experienced homelessness and currently a client in a permanent supportive housing or rapid rehousing project,

**FOR PUBLIC HOUSING RESIDENTS ONLY**

**TARGET UP AND OUT:**

For families living in Public Housing who wish to move into the private sector and receive rental assistance through the Section-8 Program, and participate in the home ownership program. Families must meet the following guidelines:

1. Families must have resided in public housing a minimum of one year, and participate in the Family Self-Sufficiency Program.
2. The family must participate in a job training program or attend an institution of higher learning or must maintain an earned income for a minimum of one year.
3. Families must be crime and drug free. This includes all persons on the lease.
4. Families must have a record of timely rent payments, for a twelve (12) month period. No balances left from month to month. Rent must be paid on or before the 5th of each month.
5. All school-age children must be attending school regularly. School verification with authorized signature.
6. Families must have established a pattern of keeping their apartment and premises clean both inside and outside with no graffiti. This includes roof, yard, stairways and porches.
7. Must be in good standing with Public Housing at time of transfer.
8. Development managers must certify that the families have met the requirements.

Waco Housing Authority & Affiliates will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless HUD agrees upon a different target). Waco Housing Authority & Affiliates retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

5.3A School Addendum

Any student who is enrolled at an institution of higher education, who is under the age of 24, not a veteran, unmarried and does not have any children is ineligible for Section 8 assistance.

5.3B Disability Preference

Applicants who claim disability preference must be receiving social security one year after lease up or will be terminated from the program.

### 6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

Waco Housing Authority & Affiliates will issue a voucher for a particular bedroom size. The bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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<tr>
<th>Number of Bedrooms</th>
<th>Number of Persons Minimum</th>
<th>Number of Persons Maximum</th>
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These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

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

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom.
B. Children of the opposite sex, both under the age of 3, will share a bedroom.
C. Adults will not be required to share a bedroom with a child who is past the age three.
D. Foster adults and children will not be required to share a bedroom with family members.
E. Live-in aides will get a separate bedroom; will be required to share a bedroom with their child per occupancy standards. Unless a live in aide resides with the family, the unit size for any family consisting of a single person must be either a zero or one bedroom unit, as determined under the PHA’s subsidy standards.
F. Reasonable accommodations for individuals with disabilities (on a case by case basis)

Waco Housing Authority & Affiliates will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by Waco Housing Authority & Affiliates in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the size certification family will determine the maximum subsidy. (PIH 2009-22)

6.1 BRIEFING

When Waco Housing Authority & Affiliates selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission. If an applicant is more than 15 minutes late, they will not be allowed in the briefing. Children are not permitted in the briefing.

A criminal history background check is required for all adult household members. Background check will be conducted in the state where the applicant’s household members are known to have resided. If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;
B. Family and owner responsibilities;
C. Where the family may rent a unit, including inside and outside the Housing Authority’s jurisdiction;
D. Types of eligible housing;
E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family share of rent may not exceed 40% of the family’s monthly adjusted income if the gross rent exceeds the applicable payment standard.

6.2 PACKET
During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority’s policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority’s jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family’s current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant’s history as a tenant, or their ability to comply with material standard lease terms, or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;

I. The Housing Authority’s subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

J. The HUD brochure on how to select a unit (“A Good Place to Live”);

K. The HUD required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure “Fair Housing: It’s Your Right,” and a copy of the housing discrimination complaint form;

M. Wachohousingsearch.org (McLennan)

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to Waco Housing Authority & Affiliates that may be available;

O. The family’s obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family’s action or inaction;

Q. Waco Housing Authority & Affiliates’ informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

R. Waco Housing Authority & Affiliates’ owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

S. Violence Against women Act (VAWA)

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY
Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, Waco Housing Authority & Affiliates will issue the voucher. At this point the family begins their search for a unit.
When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum, and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum, and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family’s current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder’s history of, or ability to, comply with standard material lease terms. If a client does not move into a unit, it is grounds for termination of assistance for a period of three - years (fraud). They must repay any overpayment of funds disbursed to a landlord.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, Waco Housing Authority & Affiliates will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority’s action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

Waco Housing Authority & Affiliates will approve a lease if all of the following conditions are met:

A. The unit is eligible;
B. The unit is inspected by the Housing Authority and passes HQS;
C. The lease is approvable and includes the following:
   1. The names of the owner and the tenant;
2. The address of the unit rented;
3. The term of the lease (initial term and any provisions for renewal);
4. The amount of the monthly rent to owner;
5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
6. The required HUD tenancy addendum.

D. The rent to owner is reasonable;
E. The family’s share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;
B. The family’s share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
C. The landlord and tenant sign the lease to include the HUD required addendum; and
D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 WACO HOUSING AUTHORITY & AFFILIATES DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner’s participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
E. The owner has a history or practice of renting units that fail to meet State or local codes;
F. The owner has not paid State or local real estate taxes, fines, or assessments;
G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
    1. premises by tenants, Waco Housing Authority & Affiliates employees or owner employees; or
    2. residences by neighbors,
H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless Waco Housing Authority & Affiliates determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or

I. Other conflicts of interest under Federal, State, or local law.

J. Landlords who are verbal or physically abusive to a Waco Housing Authority & Affiliates employee.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;
B. A unit receiving project-based assistance under a Section 8 Program;
C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
D. College or other school dormitories;
E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
F. A unit occupied by its owner. This restriction does not apply to cooperatives, or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

Waco Housing Authority & Affiliates will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing
B. Group homes
C. Cooperative housing
D. Single room occupancy housing

Waco Housing Authority & Affiliates will approve leases for the following housing types:

A. Single family dwellings
B. Apartments
C. Manufactured housing
D. Manufactured home space rentals

E. SHARED HOUSING

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice, and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.
7.0 MOVES WITH CONTINUED ASSISTANCE
Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. Waco Housing Authority & Affiliates will issue the family a new voucher if the family does not owe Waco Housing Authority & Affiliates or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if Waco Housing Authority & Affiliates has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE
For families already participating in the Housing Choice and Voucher Program, Waco Housing Authority & Affiliates will allow the family to move to a new unit if:
A. The assisted lease for the old unit has terminated;
B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).
D. tenant must not-- owe any rent.
E. there are no damages beyond ordinary wear and tear.

7.2 PROCEDURES REGARDING FAMILY MOVES
Families considering transferring to a new unit will be scheduled to attend a mover’s briefing. All families who are moving, including any families moving into or out of Waco Housing Authority & Affiliates’ jurisdiction, will be required to attend a mover's briefing prior to Waco Housing Authority & Affiliates entering a new HAP contract on their behalf.
This briefing is intended to provide the following:
A. A refresher on program requirements and the family’s responsibilities. Emphasis will be on giving proper notice, and meeting all lease requirements such as leaving the unit in good condition;
B. Information about finding suitable housing, and the advantages of moving to an area that does not have a high concentration of poor families;
C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
D. An explanation that the family share of rent may not exceed 40% of the family’s monthly adjusted income if the gross rent exceeds the applicable payment standard;
E. Portability requirements and opportunities;
F. The need to have a reexamination conducted within 120 days prior to the move;
G. An explanation and copies of the forms required to initiate and complete the move; and
H. All forms and brochures provided to applicants at the initial briefing.
Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner’s and Waco Housing Authority & Affiliates’ approval, it will be considered a serious lease violation and subject the family to termination from the program.
The family is required to give Waco Housing Authority & Affiliates a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family’s failure to provide a copy of the lease termination notice to Waco Housing Authority & Affiliates will be considered a violation of Family Obligations and may cause the family to be terminated from the program.
Moving without notice is grounds for termination. The family will not be eligible to participate in the Section 8 Program for a period of (3) three years from the date of termination.

These policies do not apply when the family or member of the family is or has been the victim of domestic violence, dating violence, or stalking, and the move is needed to protect the health and safety of the family member.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF WACO HOUSING AUTHORITY & AFFILIATES

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of Waco Housing Authority & Affiliates at the time the family first submits its application for participation in the program to Waco Housing Authority & Affiliates may lease a unit anywhere in the jurisdiction of Waco Housing Authority & Affiliates or outside Waco Housing Authority & Affiliates’ jurisdiction as long as there is another entity operating a tenant-based Section 8 Program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of Waco Housing Authority & Affiliates at the time of its application, the family will not have any right to lease a unit outside of Waco Housing Authority & Affiliates’ jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of Waco Housing Authority & Affiliates. At the discretion of WHA a family may lease outside of jurisdiction if the other PHA agrees to accept the family.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period. Under no circumstances will Waco Housing Authority & Affiliates allow a participant to improperly break a lease. Under extraordinary circumstances Waco Housing Authority & Affiliates may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered. WHA will not approve portability unless the tenant is in good standing upon leaving. WHA will not issue portability voucher/paperwork until the landlord has been notified, approved and signed an Intent to Vacate form. Any outstanding monies owed for verified damages to a unit or rent will have to be taken care of with the landlord in order for approval to be given for a tenant to port. See HUD 52646 Section 4: Obligations of the Family D:6

In addition, WHA reserves the right during times of budgetary constraints to approve portability to areas of jurisdiction that will absorb the voucher.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, Waco Housing Authority & Affiliates will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

These policies do not apply when the family or member of the family is or has been the victim of domestic violence, dating violence, or stalking, and the move is needed to protect the health and safety of the family member.
8.2 **INCOME ELIGIBILITY**
A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 **PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**
A. When a family utilizes portability to move to an area outside the Initial Housing Authority’s jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 **PORTABILITY PROCEDURES**
A. When Waco Housing Authority & Affiliates is the Initial Housing Authority:
   1. Waco Housing Authority & Affiliates will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant and mover's briefing.
   2. Waco Housing Authority & Affiliates will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
   3. Waco Housing Authority & Affiliates will advise the family how to contact and request assistance from the Receiving Housing Authority.
   4. Waco Housing Authority & Affiliates will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
   5. Waco Housing Authority & Affiliates will promptly provide to the Receiving Housing Authority all required paperwork per 24 CFR 982.355 © (7) for the family, and related verification information.
B. When Waco Housing Authority & Affiliates is the Receiving Housing Authority:
   1. When the portable family requests assistance from Waco Housing Authority & Affiliates, Waco Housing Authority & Affiliates will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When Waco Housing Authority & Affiliates receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
   2. Waco Housing Authority & Affiliates will issue a voucher to the family. The term of Waco Housing Authority & Affiliates' voucher will not expire before the expiration date of any Initial Housing Authority's voucher. Waco Housing Authority & Affiliates will determine whether to extend the voucher term. The family must submit a request for tenancy approval to Waco Housing Authority & Affiliates during the term of the Waco Housing Authority & Affiliates' voucher.
   3. Waco Housing Authority & Affiliates will determine the family unit size for the portable family. The family unit size is determined in accordance with Waco Housing Authority & Affiliates' subsidy standards.
   4. Waco Housing Authority & Affiliates will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
   5. If Waco Housing Authority & Affiliates opts to conduct a new reexamination, Waco Housing Authority & Affiliates will not delay issuing the family a voucher.
or otherwise delay approval of a unit unless the re-certification is necessary to
determine income eligibility.

6. In order to provide tenant-based assistance for portable families, Waco Housing
Authority & Affiliates will perform all Housing Authority program functions,
such as reexaminations of family income and composition. At any time, either the
Initial Housing Authority or Waco Housing Authority & Affiliates may make a
determination to deny or terminate assistance to the family in accordance with 24
CFR 982.552.

7. Waco Housing Authority & Affiliates may deny or terminate assistance for family
action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by Waco Housing Authority & Affiliates
1. If funding is available under the consolidated ACC for the Waco Housing
Authority & Affiliates’ Voucher Program when the portable family is received,
Waco Housing Authority & Affiliates may bill the initial PHA or absorb the
family into its Voucher Program. After absorption, the family is assisted with
funds available under the consolidated ACC for the Waco Housing Authority &
Affiliates’ Tenant-Based Program.

D. Portability Billing
1. To cover assistance for a portable family, the Receiving Housing Authority may
bill the Initial Housing Authority for housing assistance payments and
administrative fees. The billing procedure will be as follows:
   a. As the Initial Housing Authority, Waco Housing Authority & Affiliates
will promptly reimburse the Receiving Housing Authority for the full
amount of the housing assistance payments made by the Receiving
Housing Authority for the portable family. The amount of the housing
assistance payment for a portable family in the Receiving Housing
Authority’s program is determined in the same manner as for other
families in the Receiving Housing Authority's program.
   b. The Initial Housing Authority will promptly reimburse the Receiving
Housing Authority for 80% of the Initial Housing Authority's on-going
administrative fee for each unit month that the family receives assistance
under the tenant-based programs and is assisted by the Receiving
Housing Authority. If both Housing Authorities agree, we may negotiate
a different amount of reimbursement.

E. When a Portable Family Moves
When a portable family moves out of the tenant-based program of a Receiving Housing
Authority that has not absorbed the family, the Housing Authority in the new jurisdiction
to which the family moves becomes the Receiving Housing Authority, and the first
Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM
INCOME
To determine annual income, Waco Housing Authority & Affiliates counts the income of all family members,
excluding the types and sources of income that are specifically excluded. Once the annual income is
determined, Waco Housing Authority & Affiliates subtracts all allowable deductions (allowances) as the next
step in determining the Total Tenant Payment. Projecting Annual Income:

Hourly amounts by 2080 for full-time work (assuming 40 hours per week for 52 weeks and no overtime)
Weekly amounts by 52
Biweekly amounts (received every two weeks) by 26
Semimonthly amount (received twice a month) by 24
Monthly amounts by 12
9.2 INCOME

13. Income will be verified using the Hierarchy of Verification Methods:
   a. Earned Income Verification (EIV) and Income Verification Tool (IVT)
   b. The last two consecutive check stubs
   c. Written third party verification form(s)
   d. Written third party documents provided by the family – documents appeared to be forged, altered, mutilated or illegible may be rejected
   e. Tenant declaration – must be notarized

A. Annual income means all amounts, regular contributions or gifts, monetary or not, that:
   1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
   2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
   3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:
   1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
   2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Deductible business includes interest payment on loans. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
   3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
   4. Equity in Real Property
      Real Property includes land or real estate owned by the applicant or participant household. Equity is the portion of the market value of the asset which is owned by the applicant/participant (the amount which would be available to the household if the property were to be sold.) It is equal to the market value less any mortgage or loans secured against the property (which must be paid off upon sale of the property).
   5. The most recent six (6) months statements of verification will be used as documentation for checking accounts and the actual amount will be used in the savings accounts.
   6. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
7. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

8. Welfare assistance.
   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
   b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
   c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

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

10. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11. Financial assistance under the students rule. (24 CFR 5.609, (b)(9)(c)(6)

12. 23-CFR 5.233 mandated use of EIV and IVT

13. Income of a full time student will be verified and included or excluded based on student rule

EIV Policy

The EIV system
HUD developed the EIV (Enterprise Income Verification) system as a tool to meet the objective of assuring that the “right benefits go to the right persons”. The EIV system is a deferral database that provides quick, easy access to resident income information. The intent of the EIV system is to streamline and simplify the income verification process at the time of recertification, by providing an independent source that systematically and uniformly maintains income information.

Deadline to implement EIV
On January 27, 2009 HUD published the Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs Final Rule. This Final Rule requires Owners/Agents to implement and use HUD’s EIV system as a third-party source to verify tenant employment and income information during any recertification/reexamination of family composition and/or income. On October 15, 2009 HUD announced proposed amendments to the Final Rule scheduled to become effective on January 31, 2010, including the mandatory use of the EIV system.

Data contained in the EIV system
Resident income information obtained from the Social Security Administration (SSA) and Department of Health and Human Services (HHS) is available in the EIV system. The SSA information includes Social Security benefits, Supplemental Security Income (SSI) benefits, Dual Entitlement benefits, and Medicare Insurance Premiums. The HHS information included data from the National Directory of New Hires (NDNH), and provides you with information on new hires, employment wages per quarter, and unemployment compensation benefits.

Through the use of the EIV system THA is able to:

- Identify cases of unreported or under-reported resident income
- Identify potential cases of current residents who are receiving HUD subsidy under multiple rental housing assistance programs
- Check whether an applicant is already receiving rental housing assistance from another subsidized source.

**Accessing EIV**

To obtain access to HUD’s EIV system, visit http://www.hud.gov/offices/hsg/mfh/rhiip/eiv/applyforeivaccess.pdf and follow the required steps for sign-up. Questions regarding accessing EIV can be submitted to HUD’s Multifamily Help Desk at 1-800-767-7588 or mf eiv@hud.gov.

**Maintaining EIV Access Documentation**

Upon obtaining EIV access, the following documents must be retained and made available to HUD/SHCC upon request:

- Written authorization from the owner to access EIV data for the property
- List of EIV Coordinator(s) and EIV user(s) who currently have access to the EIV system.
- HUD approved EIV coordinator Access Authorization Form(s) (CAAFS) for each EIV Coordinator assigned to the property
- Security Awareness Training Questionnaire completed for each HUD approved EIV Coordinator
- EIV Coordinator approved EIV User Access Authorization Form(s) (UAAFs) for each employee assigned access to EIV data for the property
- Security Awareness Training Questionnaire completed for each EIV User assigned access to the property

**Privacy Protection Policy**

1. EIV resident data will be used only to verify a resident’s eligibility for participation in the Public Housing Program and Section 8 New Construction Program and to determine the level of assistance for which resident is eligible.
2. A current, signed and dated HUD – 9887-9887A must be on file for the head, spouse, co-head and each family member who is at least 18 years of age, or has turned 18 since the last recertification, prior to EIV data is accessed for a tenant.
3. Data provide via EIV system will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.
4. EIV reports will be used to verify employment and income of tenants during the recertification process.
5. WHA will review and follow-up on the Failed EIV Pre-Screening Report and Failed Verification Report (Failed the SSA Identity Test) on a monthly basis.
6. The No Income Report, New Hires Report, Multiple Subsidy Report and Deceased Tenant Report will be reviewed and follow-up done monthly.
7. WHA will review, resolve and document the tenant file for income
discrepancies identified on EIV’s Income Discrepancy Report.

8. In compliance with HUD requirements, WHA will
   a. Maintain and enforce security procedures
   b. Keep records and monitor security issues
   c. Communicate security information and
      requirements to appropriate staff, and coordinate
      and conduct security awareness training for staff.
   d. Conduct quarterly review of User IDs
   e. Report any evidence of unauthorized access or
      know security breaches.

Security Safeguards

1. Only authorized staff will have access to the EIV system via ID and Password
2. All users of the EIV System will have a current
   signed USER AGREEMENT on file
3. WHA will keep a record of all authorized users, including date access
   was granted and date access was revoked, if applicable.
4. All employees issued keys will complete a form acknowledging receipt
   and a log will be kept with names, date of issue and date of turn-in.
5. Work area of persons authorized to research and download
   EIV and other privacy-sensitive information will be
   shielded from the public.
6. Unauthorized staff persons will not have access to work
   station and computer of authorized persons.
7. WHA staff will not leave resident folders exposed on desk
   tops or computer screens open with sensitive data
   unattended. Folders will be locked in files and computer
   screens cleared before staff person leaves his/her office for
   any reason.
8. Any EIV printout will be removed from printer
   immediately so that nothing will be inadvertently left in
   printer and vulnerable to unauthorized access.
9. EIV printout data will be kept in family file.
10. At the close of business, resident files will be locked and
    file cabinet areas locked.
11. Security procedures will be reviewed with staff periodically
    to safeguard against laxity and breaches.

Disclosure of EIV System to Tenant:
On January 11, 2010 HUD issued Notice H 2010-02 which includes the EIV & You
Brochure and the requirements for distribution. Effective January 31, 2110, the
Waco Housing Authority will provide each tenant household with the “EIV & You
brochure at the time of annual recertification along with a copy of the HUD Fact
Sheet “How Your Rent is Determined”. The “EIV & You” brochure must also be
proved to new tenants at move in. Lease signing and recertification packets will
contain – TX16, “Resident Rights and Responsibilities”, HUD Fact Sheet “How
Your Rent is Determined”, and “EIV & You” – TX273, “What You Should Know
about EIV”.

EIV Reports:
Monthly
The Identity Verification Reports (both the Failed Pre-screening Report and Failed
Verification report) and the Deceased Tenant Report will be reviewed and resolved
on a monthly basis.
Quarterly
The New Hires Report and Multiple Subsidy Report will be reviewed quarterly.
The EIV system was established to reduce errors in income reporting. Currently
HUD has determined that when the EIV income data differs from the tenant proved income by at least $200.00 per month, this constitutes a “substantial difference”. In cases where the EIV income data is NOT substantially different than tenant reported income the Waco Housing Authority shall:

* Use tenant documents to calculate anticipated annual income if the EIV is less than the current tenant-provide documentation.
* Use EIV income data unless the tenant provides documentation of a change in circumstance when the EIV data is more than the current tenant-provide documentation. If, however, an acceptable tenant document is provided to justify a change in circumstances, the tenant documents will be used to calculate income.

In cases where EIV income is substantially different than the tenant-reported income the Waco Housing Authority shall:

* Request written third party verification from the income source in question in accordance with 24 CFR 5.236(3)(i).
* Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when income cannot be readily anticipated such as in the cases of seasonal employment, unstable working hours and suspected fraud.
* Analyze all data and attempt to resolve the income discrepancy.
* Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
* Where fraud is suspected, the WHA will report this to the HUD OIG Office of Investigation. If it is determined that the tenant is in non-compliance with his/her lease because he/she knowingly provided incomplete or inaccurate information, the WHA will begin the termination process and a civil action will be filed to recover improper subsidy payments.

If it is discovered that the income reported for wages or unemployment compensation does not belong to the tenant, the tenant will be made aware of the information. It is the tenant’s responsibility to contact the employer or state agency to get the information corrected.

The Waco Housing Authority will:

* Attempt to obtain written third party verification from the employer to verify EIV information
* Have the tenant certify that the employer and employment information displayed in the EIV is invalid and has been wrongly attributed to his or her personal identifiers
* Advice the tenant to contact the third party income source to request the information be removed from his or her record
* Keep documentation on the above in the tenant file

If identity theft is suspected, the WHA will refer the tenant to the Social Security Administration’s website at www.ssa.gov for information on reporting identity theft.

Handling of Discrepancies in EIV Reports
The Waco Housing Authority will handle EIV Discrepancy Reports in the following manner:

* If resident disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by the caseworker with the resident to resolve the dispute. All details of the Discrepancy Report will be documented and resident will have 15 business days to obtain third-party verification to the caseworker. All tenant-provided and submitted documentation should be currently dated (not more than 60
days previous to the initial resolution meeting). Once the information is received from the tenant (within the 15 day period), the caseworker and Director will review and render a final decision within 10 business days.

* If a situation arises where facts indicate that a resident has unreported or under-reported income, a repayment agreement will be executed between the resident and Waco Housing Authority, and a revision to the current and future rental payments will be made. If a resident refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Waco Housing Authority.

The Waco Housing Authority will perform the Existing Tenant Search during the application process for all household members listed on the application and handle discrepancies in the Existing Tenant Report in the following manner.

* If the applicant or a member of the applicant’s household is shown to be receiving assistance at another location, the applicant will be given the opportunity to explain any circumstances relative to the dual assistance. The Section 8 Counselor will contact the respective PHA to confirm the applicant’s program participation status before admission. The Section 8 Counselor will coordinate move-out and move-in dates with the respective PHA.

The Waco Housing Authority will handle discrepancies in the New Hires Report in the following manner:

* The tenant listed on the new hire report will be scheduled for an interview and a recertification of the household will be initiated. If the tenant disagrees with the report, third party verification will be obtained from the employer.

The Waco Housing Authority will handle discrepancies in the Deceased Tenant Report in the following manner:

* The Section 8 Counselor will confirm with the head of the household, next of kin, or emergency contact person whether or not the person is deceased. WHA will then update the family composition on the HUD 50058. In the case of a deceased single member of the household, WHA will terminate tenancy.
* Correct any discrepant information in the TRACS system.
* Encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the person shown as being deceased in the SSA database is not deceased.

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;
B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
E. Income of a live-in aide;
F. The full amount of student financial assistance paid directly to the student or to the educational institution; (see number 11 under income inclusion)
G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of $480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

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

14. Earned Income Disallowance for person with disabilities (EID)
14a. Maximum 2-year disallowance: The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 24-month period. WHA will exclude 100% of the increase in income for the first 12-month period on date of first employment. WHA will exclude 50% of the increase in income for the second 12-month period starting from the initial exclusion date. This rule applies to an eligible individual family member effective April 1, 2016. The rule does not apply to current participating families.

9.4 DEDUCTIONS FROM ANNUAL INCOME
The following deductions will be made from annual income:

A. $480 for each dependent – verified by birth certificate
1. $480 for each full time student after verified based on student rule
B. $400 for any elderly family or disabled family – verified by birth certificate, award letter from social security and/or documentation from medical professional
C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
D. For any elderly or disabled family:
   1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
   2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
   3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
E. Child care expenses – A deduction for reasonable child care expenses will be given if they are not reimbursed from other sources (Verification of reasonable child care will be verified by using average cost charged by agencies within the county. A form will be mailed directly to child care provider. WHA will require documentation from applicant/tenant to verify child care deduction will enable them to pursue an eligible activity

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

10.1 ACCEPTABLE METHODS OF VERIFICATION
All income will be verified using HUD Mandated Enterprise Income Verification (EIV). Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family’s certification will be accepted. (Or for citizenship documentation such as
listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Minor members may be added to the household using the following documentation

Court awarded, Child Protective Services (CPS), Legal Aid

Adoptions – Must have complete legal documents that are other than power of attorney which specifically states that the minor(s) have full residency with the family and persons adopting minors have full custody. Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from Waco Housing Authority & Affiliates or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

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

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

10.2 Types of Verification

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

<table>
<thead>
<tr>
<th>General Eligibility Items</th>
<th>3rd Party Verification</th>
<th>Hand Carried Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Number</td>
<td>Letter from Social Security, electronic reports</td>
<td>Social Security card</td>
</tr>
<tr>
<td>Citizenship</td>
<td>N/A</td>
<td>Signed certification, voter’s registration card, birth certificate, etc.</td>
</tr>
<tr>
<td>Eligible Immigration Status</td>
<td>INS SAVE Confirmation number</td>
<td>INS Card</td>
</tr>
<tr>
<td>Disability</td>
<td>Letter from medical professional, SSI, etc.</td>
<td>Proof of SSI or Social Security Disability payment</td>
</tr>
<tr>
<td>Full Time Student Status (if over 18)</td>
<td>Letter from school</td>
<td>N/A</td>
</tr>
<tr>
<td>Need for a Live in Aide</td>
<td>Letter from doctor or other professional knowledgeable of condition</td>
<td>N/A</td>
</tr>
<tr>
<td>Adding Minors to Household</td>
<td>N/A</td>
<td>Court awarded custody, Child Protective Services placement, Legal Aid</td>
</tr>
<tr>
<td>Child Care Costs</td>
<td>Letter from care provider</td>
<td>Bills and receipts (at least most recent 6 months)</td>
</tr>
<tr>
<td>Disability Assistance Expenses</td>
<td>Letters from suppliers, care givers, etc.</td>
<td>Bills and records of payment (1 year within reexam period)</td>
</tr>
<tr>
<td>Medical Expenses</td>
<td>Letters from providers, prescription record from pharmacy, medical professional’s letter stating assistance or a companion animal is needed</td>
<td>Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls (1 year within reexam period)</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Value of and Income from Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Savings, Checking Accounts</td>
<td>Letter from institution</td>
<td>N/A</td>
</tr>
<tr>
<td>CDs, Bonds, etc.</td>
<td>Letter from institution</td>
<td>Tax return, information brochure from institution, the CD, the bond 1 year</td>
</tr>
<tr>
<td>Stocks</td>
<td>Letter from broker or holding company</td>
<td>Stock or most current statement price in newspaper or through Internet 1 year</td>
</tr>
<tr>
<td>Real Property</td>
<td>Letter from tax office, assessment, etc.</td>
<td>Property tax statement (for current value), assessment, records or income and expenses, tax return 1 yr</td>
</tr>
<tr>
<td>Personal Property</td>
<td>Assessment, Bluebook, etc.</td>
<td>Receipt for purchase, other evidence of worth</td>
</tr>
<tr>
<td>Cash Value of Life Insurance Policies</td>
<td>Letter from insurance company</td>
<td>Current statement</td>
</tr>
<tr>
<td>Assets Disposed of for Less than Fair Market Value</td>
<td>N/A</td>
<td>Original receipt and receipt at disposition, other evidence of worth</td>
</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earned Income</td>
<td>Letter from employer</td>
<td>Multiple pay stubs with application only</td>
</tr>
<tr>
<td>Self-employed</td>
<td>N/A</td>
<td>Tax return from prior year, books of accounts, self employed notarized form</td>
</tr>
<tr>
<td>Regular Gifts and Contributions</td>
<td>Notarized verification of support letter</td>
<td>N/A</td>
</tr>
<tr>
<td>Alimony/Child Support</td>
<td>Court order, letter from source, letter from Human Services</td>
<td>Record of deposits, divorce decree</td>
</tr>
<tr>
<td>Periodic Payments (i.e., Social Security, welfare, pensions, workers’ comp, unemployment)</td>
<td>EIV</td>
<td>Award letter, letter announcing change in amount of future payments</td>
</tr>
<tr>
<td>Training Program Participation</td>
<td>Letter from program provider indicating o whether enrolled o whether training is HUD-funded o whether State or local program o whether it is employment training o whether payments are for out-of-pocket expenses incurred in order to participate in a program</td>
<td>N/A</td>
</tr>
</tbody>
</table>
10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS
The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

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

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. Waco Housing Authority & Affiliates will make a copy of the individual's INS documentation and place the copy in the file. Waco Housing Authority & Affiliates also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, Waco Housing Authority & Affiliates will mail information to the INS so a manual check can be made of INS records.

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

Noncitizen students on student visas, though in the country legally, are eligible to be admitted to the Section 8 Program.

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

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

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

If Waco Housing Authority & Affiliates determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family’s assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS
Prior to admission, All assisted applicants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, Waco Housing Authority & Affiliates will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 90 days to provide the verification for a child under the age of 6. If the individual is 62 years of age, they are exempt from providing a Social Security Card. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.
10.5 TIMING OF VERIFICATION
Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

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

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

11.0 Rent and Housing Assistance Payment

11.1 GENERAL
Waco Housing Authority & Affiliates
Since October 1, 1999, Waco Housing Authority & Affiliates only issues vouchers to applicants, movers, and families entering the jurisdiction through portability.

11.2 RENT REASONABLENESS
The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;
B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY
In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.
Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 Maximum Subsidy

The Fair Market Rent (FMR) published by HUD, gross rent or the exception payment standard rent (requested by Waco Housing Authority & Affiliates and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the SAFMR without HUD’s prior approval. Waco Housing Authority & Affiliates will review its determination of the payment standard annually after publication of the FMRs. Waco Housing Authority & Affiliates will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Waco Housing Authority & Affiliates may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. Waco Housing Authority & Affiliates may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

WHA will assist families that include an individual with disabilities, by providing a higher payment standard up to 120% as a reasonable accommodation if the family requests such an accommodation and it is necessary in order for the family to obtain suitable housing. the rent must meet rent reasonableness guidelines.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:
1. The payment standard for the family unit size; or
2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
   1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
   2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 AREA EXCEPTION RENTS
In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS
A. Total Tenant Payment
   The total tenant payment is equal to the highest of:
   1. 10% of monthly income
   2. 30% of adjusted monthly income
   3. Minimum rent
   4. The welfare rent
   5. The housing authority shall pay a monthly housing assistance payment on behalf of the family that is equal to the lower of (1) the payment standard minus 30% of the adjusted monthly income or (2) gross rent minus 30% of the adjusted monthly income

Example: 1200 gross monthly income
          ____________ x12 months
          14,400 annual income

- 14,400
- 14,400 dependent allowance
- 13,440
- 13,440
- / 12 months
- 1,120 adjusted monthly income
- 1,120
- \( \times 30\% \)
- \( \frac{336}{\text{TTP (Total Tenant Payment)}} \)
- 615 three bedroom payment standard
- \( \frac{-336}{\text{TTP}} \)
- \( \frac{279}{\text{Maximum Subsidy}} \)
- Example: Family – single mom, with 2 dependent daughters
- Eligible: 2 BR
- 2 BR payment standard 462
- Rent 400
- Total Tenant Payment (TTP) 200
- Utility Allowance 60
- Maximum Subsidy 262
- Gross Rent 460
- Total Tenant Payment (TTP) 200
- Maximum Subsidy 260

Housing Authority will pay the $260 because it’s the lesser of the Gross Rent minus the TTP or the Payment Standard minus the TTP

Plus any rent above the payment standard.

B. Minimum Rent
Waco Housing Authority & Affiliates has set the minimum rent as $50.00. Waco Housing Authority & Affiliates can only increase contract rent by $50 per year. However, if the family requests a hardship exemption, Waco Housing Authority & Affiliates will suspend the minimum rent for the family beginning the month following the family’s hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
   b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
   c. When the income of the family has decreased because of changed circumstances, including loss of employment;
   d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
   e. When a death has occurred in the family.

2. No Hardship: If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary Hardship: If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not
be imposed for a period of 90 days from the date of the family’s request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family’s behalf during the period of suspension.

4. **Long-Term Hardship**: If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. **Appeals**: The family may use the informal hearing procedure to appeal the Housing Authority’s determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

Repayment Agreement & Inspector General Referral: A family who owes the housing authority for failure to report income; overpayment of utility allowances due to failure to report income; hardship; fraud; or other reasons, will be referred to the Inspector General for fraud follow up. Families owing not more than $1500.00 will be eligible to enter into a payment agreement at the discretion of Waco Housing Authority & Affiliates. Amounts owed Waco Housing Authority & Affiliates for failure to report income which would total up to $2400 will be referred to the Inspector General. An owner who owes the housing authority for overpayment of HAP due to HQS failure, tenant vacating unit other reasons will be referred to the Inspector General for fraud follow up. Owners owing not more than $1500.00 will be eligible to enter into a payment agreement at the discretion of Waco Housing Authority & Affiliates.

C. **Section 8 Merged Vouchers**

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. **Section 8 Preservation Vouchers**

1. **Payment Standard**

   a. The payment standard is the lower of:
      i. The payment standard amount for the appropriate family unit size; or
      ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

   b. If the dwelling unit is located in an exception area, Waco Housing Authority & Affiliates will use the appropriate payment standard for the exception area.

   c. During the HAP contract term, the payment standard for the family is the higher of:
      i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
      ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

   d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
Paragraph (c)(i) of this section does not apply; and
ii. The new family unit size must be used to determine the payment standard.

Waco Housing Authority & Affiliates will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or
b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

   a. Rent to the owner for the manufactured home space;
   b. Owner maintenance and management charges for the space; and
   c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

   a. The payment standard minus the total tenant payment; or
   b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

5. A participant who owns a manufactured home may receive assistance for space only.

F. Rent for Families under the Noncitizen Rule

1. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a Social Security Card.

   a. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.

   b. A family that consists of two or more household members and at least one household member that has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. Waco Housing Authority & Affiliates may not deny assistance to mixed families due to nondisclosure of a Social Security Number by an individual who does not contend to have eligible immigration status.

2. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

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

   1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

   2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

   3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse).
The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually, and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances, and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

WHA will use the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under WHA subsidy standards. As a reasonable accommodation WHA will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The utility allowance will be subtracted from the family’s share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 Distribution of Housing Assistance Payment
The Housing Authority pays the owner (the lessor) of housing assisted property housing assistance payments (rent to owner) by the first of each month. Housing assistance payments are considered late to the owner if not postmarked by the fifth of the month. If payments are not made when due (the first through the fifth of each month), the owner may request of Waco Housing Authority & Affiliates a one time late fee payment in the amount of $25.00. Late fees will not be paid when the reason for the lateness is attributable to factors beyond the control of Waco Housing Authority & Affiliates such as weather, postal services or incorrect mailing address.

11.8 CHANGE OF OWNERSHIP
Waco Housing Authority & Affiliates requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Waco Housing Authority & Affiliates’ rent payment, or the address as to where the rent payment should be sent.

In addition, Waco Housing Authority & Affiliates requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust or Warranty Deed showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. Waco Housing Authority & Affiliates may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS

Waco Housing Authority & Affiliates will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.
Waco Housing Authority & Affiliates must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, Waco Housing Authority & Affiliates will only schedule one more inspection. If the family misses two inspections; Waco Housing Authority & Affiliates will consider the family to have violated a Family Obligation and their assistance will be terminated.

In certain complaint generated inspections, the Housing Authority will inspect the property for fraud and lease violations. These inspections may be done without notice.

12.1 Types of Inspections

There are seven types of inspections Waco Housing Authority & Affiliates will perform:

A. Initial Inspection: An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection: An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection: An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection: An inspection caused by a third party, i.e., HUD, needing to view the unit.

E. Emergency: An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable): An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection: Supervisory inspections on at least 1 to 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, Waco Housing Authority & Affiliates will take prompt and vigorous action to enforce the owner obligations. Waco Housing Authority & Affiliates’ remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. Waco Housing Authority & Affiliates will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by Waco Housing Authority & Affiliates and Waco Housing Authority & Affiliates verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Waco Housing Authority & Affiliates approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, Waco Housing Authority & Affiliates may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Waco Housing Authority & Affiliates approved extension).

3. If the family has caused a breach of the HQS, Waco Housing Authority & Affiliates will take prompt and vigorous action to enforce the family obligations. Waco Housing Authority & Affiliates may terminate assistance for the family in accordance with 24 CFR 982.552.

4. Any family member 18 years of age can be present at the HQS if Head of Household is unable to be there due to employment, school schedule or emergency.

12.3 Housing Quality Standards (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities
1. Performance Requirement
   The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria
   a. The bathroom must be located in a separate private room, and have a flush toilet in proper operating condition.
   b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
   c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
   d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal
1. Performance Requirements
   a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
   b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria
   a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
   b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
   c. The dwelling unit must have space for the storage, preparation, and serving of food.
d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security
1. Performance Requirement
   The dwelling unit must provide adequate space and security for the family.
2. Acceptability Criteria
   a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
   b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
   c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation, or as an alternate exit in case of fire.
   d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment
1. Performance Requirement
   The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
2. Acceptability Criteria
   a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
   b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity
1. Performance Requirement
   Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.
2. Acceptability Criteria
   a. There must be at least one window in the living room and in each sleeping room.
   b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
   c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials
1. Performance Requirement
   The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.
2. Acceptability Criteria
a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
b. The roof must be structurally sound and weather tight.
c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
e. Elevators must be working and safe.

G. Interior Air Quality
1. Performance Requirement
   The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
2. Acceptability Criteria
   a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
   b. There must be adequate air circulation in the dwelling unit.
   c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
   d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply
1. Performance Requirement
   The water supply must be free from contamination.
2. Acceptability Criteria
   The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint
1. Definitions
   a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
   b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
   c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
   d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests three – four (3-4) months apart.
   e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
   f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm²), or 0.5 % by weight or 5000 parts per million (PPM).
2. Performance Requirements
   a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards
of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:
   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
   ii. The entrance and hallway providing access to a unit in a multi-unit building; and
   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
   i. Within the unit;
ii. The entrance and hallway providing access to a unit in a multi-
unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches,
railings, windows and doors, but excluding outbuildings such
as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the
Housing Authority may, at its discretion, waive the testing requirement
and require the owner to treat all interior and exterior chewable surfaces
in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist
of covering or removal of the paint in accordance with the following
requirements:

i. A defective paint surface shall be treated if the total area of
defective paint on a component is:
   (1) More than ten (10) square feet on an exterior wall;
   (2) More than two (2) square feet on an interior or exterior
       component with a large surface area, excluding
       exterior walls and including, but not limited to,
       ceilings, floors, doors, and interior walls;
   (3) More than 10% of the total surface area on an interior
       or exterior component with a small surface area,
       including, but not limited to, windowsills, baseboards
       and trim.

ii. Acceptable methods of treatment are the following: removal by
wet scraping, wet sanding, chemical stripping on or off site,
replacing painted components, scraping with infra-red or coil
type heat gun with temperatures below 1100 degrees, HEPA
vacuum sanding, HEPA vacuum needle gun, contained hydro
blasting or high pressure wash with HEPA vacuum, and
abrasive sandblasting with HEPA vacuum. Surfaces must be
covered with durable materials with joint edges sealed and
caulked as needed to prevent the escape of lead contaminated
dust.

iii. Prohibited methods of removal are the following: open flame
burning or torching, machine sanding or grinding without a
HEPA exhaust, uncontained hydro blasting or high pressure
wash, and dry scraping except around electrical outlets or
except when treating defective paint spots no more than two
square feet in any one interior room or space (hallway, pantry,
etc.) or totaling no more than twenty square feet on exterior
surfaces.

iv. During exterior treatment soil and playground equipment must
be protected from contamination.

v. All treatment procedures must be concluded with a thorough
cleaning of all surfaces in the room or area of treatment to
remove fine dust particles. Cleanup must be accomplished by
wet washing surfaces with a lead solubilizing detergent such as
trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all
applicable Federal, State, and local laws.

(1) The owner must take appropriate action to protect
residents and their belongings from hazards associated
with treatment procedures. Residents must not enter
spaces undergoing treatment until cleanup is
completed. Personal belongings that are in work areas
must be relocated or otherwise protected from contamination.

l. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

m. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

n. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or treated and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

J. Access

1. Performance Requirement
   The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement
   The site and neighborhood must be reasonably free from disturbing noises and reverberations, and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria
   The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement
   The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria
   The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements
   a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm

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system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD’s smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA
Waco Housing Authority & Affiliates will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, Waco Housing Authority & Affiliates has received HUD approval to require the following additional criteria:
Adequate heat shall be considered to be 68 degrees.

12.5 Time Frames and Corrections of HQS Fail Items

A. Correcting Initial HQS Fail Items
Waco Housing Authority & Affiliates will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within three (3) working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify Waco Housing Authority & Affiliates to reschedule a re-inspection when the repairs have been properly completed.

B. HQS Fail Items for Units under Contract
The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family’s health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). The housing authority then has the discretion to determine if the tenant will relocate to a different landlord considering landlord previous response to deadlines for repairs. The tenant does not have to remain housed with the same landlord.

If the owner fails to correct the HQS failed items after proper notification has been given, Waco Housing Authority & Affiliates will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, Waco Housing Authority & Affiliates will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections
1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within ten (10) days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions
At the sole discretion of Waco Housing Authority & Affiliates, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, Waco Housing Authority & Affiliates will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS
The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water
B. No electricity
C. Inability to maintain adequate heat
D. Major plumbing leak
E. Natural gas leak
F. Broken lock(s) on first floor doors or windows
G. Broken windows that unduly allow weather elements into the unit
H. Electrical outlet smoking or sparking
I. Exposed electrical wires which could result in shock or fire
J. Unusable toilet when only one toilet is present in the unit
K. Security risks such as broken doors or windows that would allow intrusion
L. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT
When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

When the deficiencies are corrected, Waco Housing Authority & Affiliates will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, Waco Housing Authority & Affiliates will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

Effective October 2, 1995, no damage claims will be paid under the Housing Choice Voucher Program.

13.1 VACATED TENANT DAMAGES
A landlord who feels a tenant has vacated their premises with damages must send a letter detailing the cost of repair to the vacated tenant. In addition, a copy of the repair bill with pictures must be sent to the housing authority. Evaluated on a case by case basis, the Housing Authority reserves the right to review for fairness and consider adjustment of the damage claim for tenant repayment based on those amounts we see as customary and fair. Notice to the tenant with subsequent copy to the housing authority must be done within seven (7) business days of tenant vacating property for Waco Housing Authority & Affiliates review.

13.2 DAMAGE CLAIM
Tenants are allowed two damage claims. If any one of the two allowed damage claims exceeds $2,000.00, assistance will be terminated for a period of three
years. Amounts owed must be paid in full before admittance to the Section 8 program. A damage claim exists if damages exceeds the security deposit.

14.0 RECERTIFICATION

14.1 CHANGES IN LEASE OR RENT
If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Waco Housing Authority & Affiliates a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify Waco Housing Authority & Affiliates of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Requests for increase in rent in excess of $50.00 must be supported by paid receipt documentation of improvements to the unit. Any such changes are subject to Waco Housing Authority & Affiliates determining them to be reasonable.

Assistance shall not be continued unless Waco Housing Authority & Affiliates has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of Waco Housing Authority & Affiliates is not required for changes other than those specified in A, B, or C above.

14.2 ANNUAL REEXAMINATION – ALL INCOME WILL BE REVIEWED USING EIV & IVT
At least annually Waco Housing Authority & Affiliates will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

Waco Housing Authority & Affiliates will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families, who may need to make alternate arrangements due to a disability, that they may contact staff to request an accommodation of their needs.

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

Upon receipt of verification, Waco Housing Authority & Affiliates will determine the family's annual income and will calculate their family share.

14.2.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS
The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

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

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

14.3 INTERIM REEXAMINATIONS
During an interim reexamination all income will be reviewed and verified using EIV & IVT.

Families will be required to report any increase in income or decreases in allowable expenses within 8 business days.

Families are required to report the following changes to Waco Housing Authority & Affiliates between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth, adoption, or court-awarded custody.
B. A household member is leaving or has left the family unit.
C. Family break-up.

In circumstances of a family break-up, Waco Housing Authority & Affiliates will make a determination of which family member will retain the voucher, taking into consideration the following factors:

- To whom the voucher was issued.
- The interest of minor children or of ill, elderly, or disabled family members.
- Whether the assistance should remain with the family members remaining in the unit.
- Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

D. When the head of household dies during tenancy and the remaining household members are minors, Waco Housing Authority will allow a temporary adult guardian who meets screening criteria to reside in the unit. Once guardianship is established, an interim re-examination will be processed using their income and adding them as head of household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Waco Housing Authority & Affiliates will be bound by the court’s determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, Waco Housing Authority & Affiliates will make determinations on a case by case basis.

Waco Housing Authority & Affiliates will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must provide their income, assets, and all other information required of an applicant. The individual must provide their Social Security Card and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays
caused by the family). The new family member will go through the screening process similar to the process for applicants. Waco Housing Authority & Affiliates will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, Waco Housing Authority & Affiliates will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, Waco Housing Authority & Affiliates will take timely action to process the interim reexamination and recalculate the family share.

14.3.1 SPECIAL REEXAMINATIONS

Housing Assistance is based on all participations working a minimum of 20 hours a week or being enrolled as a full time student (twelve hours or more) or give verifiable justification for carrying a lesser number of hours. If a family’s income is too unstable to project for 12 months, including families that temporarily have no income or have temporary decrease in income, Waco Housing Authority & Affiliates may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined. Will be used as a regular gift or contribution.

They will also be required to provide three months of current utility bills which includes electricity, gas, telephone, cell phone, water, cable, internet, etc.

A total of 120 days will be given to adjust for income variance. If income has not stabilized by the end of 120 days, tenant may be ineligible for continued housing assistance.

Participants on the “zero” income list, will be restricted from relocating until income has been gained. They must be off of “zero” income status for (12) months. Exceptions to this are a unit being in a failed status or relocation due to the VAWA Act.

The following adult family members of resident families are exempt from this requirement:

A. Family member who is 62 or older
B. Family member who is disabled
C. Family member who is the primary care-giver for a child

14.3.2 RELOCATING TENANT

A relocating tenant will be responsible for repayment to a vacated landlord for those damages left in a rental property, which Waco Housing Authority & Affiliates finds customary and fair. Tenants will be mailed a letter by the vacated landlord listing these expenses within seven (7) days of moving. Waco Housing Authority & Affiliates reserves the right to review and consider the damage claim for what is customary and fair. Waco Housing Authority & Affiliates will hold the relocating tenant accountable for repayment of those charges found to be customary and fair. The repayment agreement will be determined by Waco Housing Authority & Affiliates on a case by case basis. Should the tenant fail to pay as required in the repayment agreement established, their Section 8 housing assistance will be terminated when the lease ends with their current landlord.

1. Relocating Tenant will be required to attend a Mover’s Briefing
3. Relocating Tenant will be required to do a walk thru with Landlord/Agent
4.  

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay; then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

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

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY WACO HOUSING AUTHORITY & AFFILIATES

The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

A. If the family violates any family obligations under the program.
B. If a family member fails to sign and submit consent forms.
C. If Waco Housing Authority & Affiliates determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family’s assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
D. If any member of the family has been evicted from Public Housing in the last five (5) years.
E. If the Housing Authority has ever terminated assistance under the Voucher Program for any member of the family.
F. If any member of the family, friends or visitors to tenant is convicted/prosecuted for drug-related, violent or any type of criminal activity regardless of whether the family member has been arrested or convicted or if any family member fails to cooperate with the police.
G. If any member of the family commits fraud, bribery or any other corrupt or criminal act.
H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or Public Housing assistance under the 1937 Act.
I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
L. This would include abusive language inclusive of derogatory or discriminatory remarks. If tenants cannot conduct themselves in a cooperative, courteous, or non-threatening
manner with staff, disruptive or uncooperative behavior can result in termination of Section 8 Rental Assistance.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. If a household member’s illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by Waco Housing Authority & Affiliates to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

O. Engaged in fraud to any other government agency by the Head of Household or any family member.

P. Tenants are allowed two damage claims. If any one of the two allowed damage claims exceeds $2,000.00, assistance will be terminated for a period of three years. Amounts owed must be paid in full before admittance to the Section 8 program. A damage claim exists if damages exceeds the security deposit.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS
Waco Housing Authority & Affiliates will investigate and respond to complaints by participant families, owners, and the general public. Waco Housing Authority & Affiliates may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT
A. Informal Review for the Applicant
Waco Housing Authority & Affiliates will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for Waco Housing Authority & Affiliates’ decision. The notice will state that the applicant may request an informal review within eight (8) business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required
Waco Housing Authority & Affiliates will not provide the applicant an opportunity for an informal review for any of the following reasons:
1. A determination of the family unit size under Waco Housing Authority & Affiliates subsidy standards.
2. A Waco Housing Authority & Affiliates determination not to approve an extension or suspension of a voucher term.
3. A Waco Housing Authority & Affiliates determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Waco Housing Authority & Affiliates determination that a unit selected by the applicant is not in compliance with HQS.
5. A Waco Housing Authority & Affiliates determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by Waco Housing Authority & Affiliates.
8. Per CFR 966.51 (a)(2) “Except in cases involving eviction where state law provides due process in accordance with 24 CFR 966.54, any resident with an individual dispute relative to a Housing Authority act or failure to act in accordance with the dwelling lease or adopted regulations, shall be given an informal hearing 24 CFR 966.54 and, if requested, a formal hearing before a
selective hearing (24.CFT 966.55) officer or hearing panel. The following exceptions are:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of the Authority, or
2. Any violent or drug related criminal activity on or near such premises.”

C. Informal Review Process
Waco Housing Authority & Affiliates will give an applicant an opportunity for an informal review of Waco Housing Authority & Affiliates’ decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by Waco Housing Authority & Affiliates other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to Waco Housing Authority & Affiliates’ decision.
3. Waco Housing Authority & Affiliates will notify the applicant of Waco Housing Authority & Affiliates’ decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances
The Housing Authority will consider circumstances surrounding a termination of assistance for illegal use or possession for personal use of a controlled substance, or pattern of alcohol abuse because of action or inaction by members of a family. The Housing Authority, at its discretion, will make a determination as to whether this review may include imposing rules on the family for continued assistance. These include, but are not limited to, limiting household members to those who did not participate in the action or were not culpable in the act.

If the Housing Authority seeks to terminate assistance due to illegal use or possession for personal use, of a controlled substance, a participant will be ineligible for re-admission to the Section 8 program for a three (3) year period beginning on the date of such eviction or termination. This length of time may be waived or reduced at the Housing Authority’s discretion if:

- A person demonstrates successful completion of a rehabilitation program approved by the agency.
- If the circumstances leading to the eviction no longer exist. (i.e. The individual involved in drugs is no longer a household member because of incarceration or leaves voluntarily.

The Housing Authority has the right to deny a change of household composition should the Head of Household wish to change the composition to include a member whose illegal use or possession for personal use of a controlled substance or pattern of alcohol abuse, The Housing Authority, at its discretion, will consider whether or not the person being added to the household has, within twelve (12) months prior to the Head of Household’s request, demonstrated completion of a rehabilitation program approved by the agency.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status
The applicant family may request that Waco Housing Authority & Affiliates provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.
For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

16.3 Informal Hearings for Participants

A. When a Hearing is required

1. Waco Housing Authority & Affiliates will give a participant family an opportunity for an informal hearing to consider whether the following Waco Housing Authority & Affiliates decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Waco Housing Authority & Affiliates policies:
   a. A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment.
   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Waco Housing Authority & Affiliates’ utility allowance schedule.
   c. A determination of the family unit size under the Waco Housing Authority & Affiliates’ subsidy standards.
   d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Waco Housing Authority & Affiliates’ subsidy standards, or Waco Housing Authority & Affiliates determination to deny the family’s request for an exception from the standards.
   e. A determination to terminate assistance for a participant family because of the family’s action or failure to act.
   f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Waco Housing Authority & Affiliates’ policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, Waco Housing Authority & Affiliates will give the opportunity for an informal hearing before Waco Housing Authority & Affiliates terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

Waco Housing Authority & Affiliates will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Waco Housing Authority & Affiliates.

2. General policy issues or class grievances.

3. Establishment of Waco Housing Authority & Affiliates’ schedule of utility allowances for families in the program.

4. A Waco Housing Authority & Affiliates determination not to approve an extension or suspension of voucher term.

5. A Waco Housing Authority & Affiliates determination not to approve a unit or lease.

6. A Waco Housing Authority & Affiliates determination that an assisted unit is not in compliance with HQS. (However, Waco Housing Authority & Affiliates will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Waco Housing Authority & Affiliates determination that the unit is not in accordance with HQS because of the family size.

8. A determination by Waco Housing Authority & Affiliates to exercise or not exercise any right or remedy against the owner under a HAP contract.

9. Hearings will not be held for an issue that has been previously appealed.

C. Informational Meeting
1. WHA will ask tenant to come in and discuss topic for termination consideration. Documentation including regulations will be shared with tenant at that time. If the determination is to terminate tenant, WHA will notify family with instructions on how to request an informal hearing.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, Waco Housing Authority & Affiliates will give the family prompt written notice that the family may request a hearing within eight (8) business days of the notification. The notice will:
   a. Contain a brief statement of the reasons for the decision; and
   b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within eight (8) business days of the notification.

D. Hearing Procedures
Waco Housing Authority & Affiliates and participants will adhere to the following procedures:

1. Discovery
   a. The family will be given the opportunity to examine before the hearing any Waco Housing Authority & Affiliates documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family’s expense. (15 cents per copy) If Waco Housing Authority & Affiliates does not make the document(s) available for examination on request of the family, Waco Housing Authority & Affiliates may not rely on the document at the hearing.
   b. Waco Housing Authority & Affiliates will be given the opportunity to examine, at the Waco Housing Authority & Affiliates’ offices before the hearing, any family documents that are directly relevant to the hearing. Waco Housing Authority & Affiliates will be allowed to copy any such document at Waco Housing Authority & Affiliates’ expense. If the family does not make the document(s) available for examination on request of the Waco Housing Authority & Affiliates, the family may not rely on the document(s) at the hearing.
   Note: The term document includes records and regulations.

2. Counsel of the Family
   At its own expense, the family may be counseled by an attorney or other representative. Attorney representation requires referral to WHA Attorney on a case by case basis per WHA guidelines.

3. Hearing Officer
   a. The hearing will be conducted by any person or persons designated by Waco Housing Authority & Affiliates, other than a person who made or approved the decision under review or a subordinate of this person.
   b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with Waco Housing Authority & Affiliates’ hearing procedures.

4. Evidence
   Waco Housing Authority & Affiliates and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision
   The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. If the decision to terminate assistance is upheld participant has the right to appeal further. Request must be made in writing within 8 business days. After the second
appeal, if the decision to terminate assistance is upheld, participant has the right for a third and final appeal to the Sr. Vice President/COO within 8 business days, provided a written request is made.

6. Effect of the Decision
Waco Housing Authority & Affiliates is not bound by a hearing decision:
   a. Concerning a matter for which Waco Housing Authority & Affiliates is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Waco Housing Authority & Affiliates’ hearing procedures.
   b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
   c. If Waco Housing Authority & Affiliates determines that it is not bound by a hearing decision, Waco Housing Authority & Affiliates will notify the family within fourteen (14) calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances
In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons Waco Housing Authority & Affiliates will consider evidence of whether the household member:
   1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) immediately after possession and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
   2. Has otherwise been rehabilitated successfully since time of notification and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
   3. Is participating in a supervised drug or alcohol rehabilitation program, and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status
The participant family may request that Waco Housing Authority & Affiliates provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

17.0 TERMINATION OF THE LEASE AND CONTRACT
The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner
may only terminate the contract by terminating the lease. The HAP contract may be terminated by Waco Housing Authority & Affiliates. Under some circumstances the contract automatically terminates:

A. Termination of the Lease
   1. By the Family
      The family may terminate the lease without cause upon proper notice to the owner and to Waco Housing Authority & Affiliates after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).
   2. By the Owner
      a. The owner may terminate the lease during its term on the following grounds:
         i. Serious or repeated violations of the terms and conditions of the lease;
         ii. Violation of applicable Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
         iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
         iv. Any drug-related or violent criminal activity on or near the premises;
         v. Other good cause. Other good cause may include, but is not limited to:
            (1) Failure by the family to accept the offer of a new lease;
            (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
            (3) The owner’s desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
            (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
            (5) Foreclosure (982.310)
      b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
      c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give Waco Housing Authority & Affiliates a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
      d. The owner may terminate the contract at the end of the initial lease term, or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
   3. By Mutual Agreement
      The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract
   1. Automatic termination of the contract
      a. If Waco Housing Authority & Affiliates terminates assistance to the family, the contract terminates automatically.
      b. If the family moves out of the unit, the contract terminates automatically.
      c. 180 calendar days after the last housing assistance payment to the owner.
   2. Termination of the contract by the owner
The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by Waco Housing Authority & Affiliates
   The Housing Authority may terminate the HAP contract because:
   a. The Housing Authority has terminated assistance to the family.
   b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
   c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
   d. When the family breaks up and Waco Housing Authority & Affiliates determines that the family members who move from the unit will continue to receive the assistance.
   e. Waco Housing Authority & Affiliates determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
   f. The owner has breached the contract in any of the following ways:
      i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
      ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
      iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
      iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
      v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
   g. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner
   The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 QUALITY CONTROL OF SECTION 8 PROGRAM
   In order to maintain the appropriate quality standards for the Section 8 program, Waco Housing Authority & Affiliates will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

18.1 SECTION 8 ADMINISTRATIVE FEE RESERVE CHARGES AND EXPENDITURES:
   Waco Housing Authority & Affiliates will comply with procurement policy requirements in regards to approval of any charges and expenditures of Section 8 Administrative Fee Reserves.

   A Public Information form will be mailed if an applicant/tenant makes a request
   There is no charge for the first twenty pages. WHA will charge fifteen cents per page over twenty pages.
20.0 SECTION 8 HOMEOWNERSHIP PROGRAM

20.1 General
As an addition to Waco Housing Authority & Affiliates’ Homeownership Program as stated in the Waco Housing Authority & Affiliates’ Agency Plan, Waco Housing Authority & Affiliates will offer a Section 8 Homeownership Option to assist families to purchase a single family home, townhouse, or condominium owned by one or more members of the family.

A. A family assisted under the homeownership option may be a newly admitted or existing participant in the Waco Housing Authority & Affiliates’ Section 8 Program.
B. Waco Housing Authority & Affiliates will approve a live in aide, if it is determined by the Authority that the aide is needed as a reasonable accommodation for persons with disabilities under this program.
C. Waco Housing Authority & Affiliates will require that financing for the purchase of a dwelling as defined in this program as a single family home, townhouse or condominium must comply with secondary mortgage market underwriting requirements.
D. Homeowner down payment requirements will be established in accordance with the secondary mortgage market requirements on an individual family case by case basis.

20.2 Homeownership Option/Initial Requirements
All homeownership option applicants must meet the following initial requirements.

A. The family must be employed a minimum of 30 hours per week, and must continue employment at a minimum of 30 hours per week for the duration of the loan. This requirement is not applicable if the household member with the income becomes disabled.
B. The family is income eligible under the Section 8 assistance program.
C. The dwelling is inspected and meets the uniform housing quality standards. The family has satisfactorily completed the homeownership counseling and training program jointly administered by Waco Housing Authority & Affiliates Family Self-Sufficiency (FSS) staff and Neighborhood Housing Services (NHS). NHS conducts a ten to twelve hour homeownership training course at its Neighborhood Works training facility, which is a HUD approved housing counseling agency.
D. Any additional Waco Housing Authority & Affiliates requirements will be discussed in our PHA Administrative Plan or Homeownership Option Procedures.
E. Waco Housing Authority & Affiliates will require homeowner compliance with all environmental requirements of local and regional authorities regarding flood and other hazard insurances.

20.3 Homeownership Option/Eligibility Requirements for Families
A family must meet the following eligibility requirements to receive homeownership option assistance:

A. Family must be added or transferred to a homeownership option voucher program.
B. Family must be a first time homebuyer or no member of the family has owned a home or interest in a home for three years.
C. Family satisfies the minimum income requirement of not less than the federal minimum hourly wage multiplied by 2000 hours.
D. Family satisfies the employment requirements of continuous employment of one year prior to the commencement of homeownership assistance. This employment must be full time employment of at least 30 hours per week. Family must continue employment on a yearly basis of not less than 30 hours per week for the duration of the mortgage loan. There is an exception to this employment requirement for the elderly and the disabled.
E. The family has not defaulted on a previous mortgage securing the debt to purchase a home under the homeownership option program.
F. The family satisfies all other initial requirements established by Waco Housing Authority & Affiliates in its administrative plan or procedures.

20.4 Homeownership Option/Eligible Units
Waco Housing Authority & Affiliates will determine that the unit satisfies all the following requirements.

A. The unit must be under construction and at a stage where unit can be completed and sold to the homeownership option buyer within the remaining time on their homeownership voucher (maximum 180 days), or the unit can be an existing unit. In either case, the unit must be available or soon to be available at the time Waco Housing Authority & Affiliates determines the family is eligible for homeownership assistance.

B. The unit is either a single family home, a townhouse or a condominium.

C. The unit must be inspected by a Waco Housing Authority & Affiliates inspector and an independent inspector designated by the family.

D. The unit must satisfy uniform housing quality standards. The seller of the unit must not be a person or entity debarred or suspended from participation in HUD programs. The seller must sign a certification that they are not on HUD’s debarred or suspended list prior to Waco Housing Authority & Affiliates’ final approval of homeownership assistance.

20.5 Homeownership Option/Additional Waco Housing Authority & Affiliates Requirements for Family Search and Purchase

A. Waco Housing Authority & Affiliates establishes a maximum time of 180 days for a family to locate a home and to purchase the home. If a homebuyer’s time expires, Waco Housing Authority & Affiliates will exercise the option to extend the timeframe if substantial progress has been made and sales closing can be accomplished in 30 days. If sales closing is not eminent, Waco Housing Authority & Affiliates may offer the buyer a rental voucher or an opportunity to be placed on the rental voucher waiting list.

B. Waco Housing Authority & Affiliates will require periodic progress reports on the family’s ability to find and purchase a home. These update reports will be required at a minimum of 60 days and 120 days. However, they may be more frequent dependent on a family’s circumstances.

20.6 Homeownership Option/Homeownership Counseling
All families must attend and satisfactorily complete the pre-assistance housing counseling program conducted by Neighborhood Housing Services of Waco and Waco Housing Authority & Affiliates Family Self Sufficiency staff prior to the commencement of homeownership assistance.

This housing counseling program will include:

A. Home and grounds maintenance
B. Budgeting and money management
C. Credit counseling
D. Negotiating the purchase of a home
E. Different types of financing and how to obtain pre-approval
F. Information on fair housing
G. Information about closing and settlement
H. Additional financing counseling can be provided by a HUD approved lender/agency

20.7 Homeownership Option/Home Inspections
All units presented for homeownership assistance must pass a uniform housing quality standards inspection conducted by a Waco Housing Authority & Affiliates inspector. There must also be an independent inspection by an independent professional inspector commissioned by the homeownership assistance family. Although the unit may pass the Authority’s HQS inspection, the Authority may disapprove the unit based on information contained in the independent inspection. The independent inspector must provide a copy of the inspection report to the family and the housing authority.

20.8 **Homeownership Option/Contract of Sale**

The family must enter into a contract of sale with the seller prior to assistance approval. The family must provide Waco Housing Authority & Affiliates a copy of the contract of sale. The contract of sale must contain the following:

- **A.** Price and terms of sale
- **B.** Provide that purchaser will commission independent inspection
- **C.** Provide that purchaser is not obligated to purchase unit unless the inspection is satisfactory to the purchaser
- **D.** Purchaser is not obligated to pay for any necessary repairs
- **E.** Purchaser is not obligated to purchase should voucher assistance fail to be approved
- **F.** Contain a certification from the seller that the seller has not been debarred, suspended or subject to a limited denial of participation under Part 24 of the Code of Federal Regulations (CFR)

20.9 **Homeownership Option/Affordability of Purchase**

Waco Housing Authority & Affiliates, in conjunction with Neighborhood Housing Services will pre-qualify a family as to what price range home they will qualify. Waco Housing Authority & Affiliates prohibits seller financing, balloon payment mortgages and other types of mixed rate mortgages. Waco Housing Authority & Affiliates reserves the right to disapprove assistance based on any financing or debts to secure the home that may have an adverse effect on the family’s homeownership rights in the future.

20.10 **Homeownership Option/Family Obligations**

The Section 8 Homeownership Option program is for Section 8 qualified first time homebuyers that reside in the home for which they are receiving assistance. Therefore, assistance may not continue after the month the family vacates the home. Neither the family nor the lender is obligated to refund any assistance received the month the family vacates.

The family is obligated to the following:

- **A.** Pre-assistance counseling during the search for a home
- **B.** Periodic progress updates
- **C.** Annual ongoing counseling during annual income status reviews
- **D.** The family must comply with the terms of the mortgage that secures the debt on the home
- **E.** Prohibited against selling the home receiving assistance without notifying and receiving approval from Waco Housing Authority & Affiliates
- **F.** Prohibited from refinancing the home receiving assistance without notification and approval from Waco Housing Authority & Affiliates
- **G.** Family must immediately report any change in family composition or income of family due to death, loss of job, or any other circumstance that will affect the family’s ability to maintain the home
- **H.** Family must supply required information to Waco Housing Authority & Affiliates
- **I.** Family must notify Waco Housing Authority & Affiliates of any default on their mortgage payments that remains delinquent in excess of 60 days.
- **J.** Prohibition of any ownership interest in a second residence while receiving assistance under this program
Family must certify that they will abide by the family obligations prior to the commencement of assistance.

Family is responsible for eight – ten (8 – 10) hours of post purchase counseling through a HUD approved lender/agency.

20.11 Homeownership Option/Maximum Term of Assistance

The maximum terms for assistance are as follows:

A. Fifteen years for mortgages of 20 years or more
B. Ten years for all other mortgages
C. There is no term limitation for elderly or disabled families

There is an elderly/disabled exception where a family that received their initial assistance under the elderly or disabled term status and that family’s status changes by the loss of the elderly or disabled person in the family. The family’s status will change to the appropriate maximum term from the time the initial assistance commenced. However, this family will be provided assistance six months after the maximum term has expired.

20.12 Homeownership Option/Distribution of Homeownership Assistance Payment

All assistance payments on behalf of the family will be made directly to the Lender. Waco Housing Authority & Affiliates will pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

A. The payment standard minus the total tenant payment (TTP), or
B. The family’s homeownership monthly expenses minus the total tenant payment

20.13 Homeownership Option/Portability

A family determined eligible for homeownership assistance by an initial housing authority may purchase a home outside the initial housing authority’s jurisdiction provided that the receiving Authority is administering a homeownership program and is accepting new homeownership families.

20.14 Homeownership Option/Move with continued Tenant-based Assistance

A. A family may move with continued tenant-based or homeownership option assistance as long as they have fulfilled all of their homebuyer obligations, including prior notification to Waco Housing Authority & Affiliates.
B. Waco Housing Authority & Affiliates may not commence tenant-based assistance for occupancy of a new unit as long as the family has any title or interest in the prior home.
C. Waco Housing Authority & Affiliates may deny permission for the family to move based on unfulfilled obligations, affordability, and any other issues that violate this homeownership rule.

20.15 Purchasing Another Home

Family will be able to sell its home and purchase another home. However, the balance of the term for assistance on the second home remains the same as it was for the first home. i.e. First home – 20 years with eligible assistance up to 15 years. If the family sells the first home at year ten (10), the maximum balance of assistance is for five (5) years on the second loan.

20.16 Homeowners Option/Termination of Assistance

Termination of assistance may occur because of mortgage default, failure to comply with family obligations, and any other addendums to homeownership option policy.

Federal Register – Page 55167:

(d) Mortgage default. The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on
any mortgage (whether FHA-insured or non FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and
2. The family fails to demonstrate that:
   i. The family has conveyed title to the home, as required by HUD, to HUD or HUD’s designee; and
   ii. The family has moved from the home within the period established or approved by HUD.

**20.17 Homeownership Option/Recapture of Homeownership Assistance**
Waco Housing Authority & Affiliates will recapture a percentage of the homeownership assistance provided to a family upon the family’s sale or refinancing of the home. This recapture percentage decreases 10% per year of all applicable assistance and costs. The recapture amount is zero once a family has lived in the home for ten (10) years.

**20.18 Homeownership Option/Size of Homeownership Option Program**
The size of Waco Housing Authority & Affiliates’ Homeownership Program will be determined by the response and demand of our client/families and the available funds remaining in our Section 8 voucher allocation at any given time.

**20.19 Homeownership Option Preferences**
The Homeownership Option will follow the preferences for the Section 8 Voucher Programs with the addition of the Pre-Paid Mortgage Loan preference. The Homeownership Option Program will be offered to all existing Section 8 voucher rental assistance clients in our first phase. In phase two, all current Section 8 clients holding search packages and clients currently receiving orientation for the rental assistance program will be informed of their opportunity to take advantage of the Section 8 Homeownership Option Program. In phase three, all new applicants and persons invited off the waiting list for orientation will be informed of their option to participate in the Homeownership Option Program.

**20.20 Homeownership Option Ten Year Asset Exclusion**
PIH 2012-3 Exemptions terminate after a family’s tenth year of participation in the program.

**21.0 Section 8 Homeownership Voucher Option Program Procedures**

**A. Eligibility for Admission**
The eligibility for admission to the Homeownership Voucher Program will be the same verification and income requirements as the tenant-based voucher rental assistance program. However, there will be additional eligibility requirements for this program as follows:

1. Family must be a first time homebuyer (or no family member can have had current interest in a residence in the past three years).
2. Family must meet income requirement of the minimum wage x 2000 hours.
3. Family must meet the employment requirement of working on a full time job for at least one year prior to receiving assistance under this program (Full time employment is defined as working at least 30 hours per week on a job).
4. Family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership voucher program.
5. Although all income is included when determining eligibility under the Section 8 rental assistance or public housing rental assistance programs, welfare assistance income must be excluded when determining for homeownership voucher assistance for all applicants with the exception of elderly or handicapped applicants.
B. Application Waiting List
The Section 8 Homeownership Voucher Program’s initial implementation date will be December 2000 or January 2001. The waiting list for this program will not be separate and apart from the tenant based rental assistance waiting list.

C. Selection from the Waiting List
Selection from the waiting list will be based on date and time of application.

D. Homeownership Counseling
Family will be required to attend homeownership counseling administered by NeighborWorks Waco or another qualified agency that conducts Homeownership training prior to the final approval of homeownership voucher assistance approval. This homeownership counseling shall be scheduled upon the issuance of the search and purchase authorization.

E. Size of Home
The housing authority will not determine the size of home a family can purchase; however, the housing authority does reserve the right to deny assistance due to the affordability of the home selected by the family.

F. Inspections
The housing authority will conduct an initial HQS inspection to qualify or disqualify a home selected for homeownership voucher assistance. However, the homebuyer must contract for a second independent professional inspection at the homebuyer’s expense. The housing authority will not conduct additional inspections after the home is purchased.

G. Schedule for Search and Purchase
The prospective homebuyer will have a maximum of 180 days to select a home, secure financing, and close the sale on a home once eligibility assistance is approved. If little progress is made within this timeframe, assistance approval will be terminated and the applicant will retain their current rental assistance, if a current Section 8 resident, or have the option to be placed on the Section 8 rental assistance waiting list if not a current Section 8 rental assistance client.

H. Portability
The family can purchase a home outside Waco Housing Authority & Affiliates’ jurisdiction under the Homeownership Voucher Program as long as the PHA in the new jurisdiction administers a Homeownership Voucher Assistance Program and is accepting new families in their program.

I. Calculations of Assistance
The housing authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

The monthly homeownership assistance payment shall be calculated by the annual income of head(s) of household. The annual gross income will be subject to allowances for utility cost (WHA Utility Allowance Sheet), dependent allowance, elderly, and/or head of household receiving disability benefits. For each minor $480 and $400 elderly/disability allowance for the head of household and other applicable adult household member(s) whose income is included as household income.

The housing authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of (1) the payment standard minus 30% of the adjusted monthly income or (2) homeownership expenses minus 30% of the adjusted monthly income.

Example:

\[
\begin{align*}
\text{1200} & \quad \text{gross monthly income} \\
\times 12 & \quad \text{months} \\
14,400 & \quad \text{annual income} \\
14,400 & \\
- 480 & \quad \text{dependent allowance} \\
- 480 & \quad \text{dependent allowance}
\end{align*}
\]
13,440

13,440
\[ \div 12 \] months

1,120 Adjusted Monthly Income

1,120
\[ \times 30\% \] TTP (Total Tenant Payment)

336

615 three bedroom payment standard

336 TTP

279 Maximum Subsidy

500 mortgage payment

279 Maximum Subsidy

221 Tenant Mortgage Payment

J. Maximum Term of Assistance
The maximum term of assistance is fifteen (15) years for all initial mortgages of twenty (20) years or longer. All other mortgages have a ten-year maximum term. The only exception to this rule is that elderly or disabled applicants have no maximum term.

K. Payment of Assistance
All assistance payments will be made directly to the lender.

L. Annual Review
All annual reviews will be conducted on the homeowner’s anniversary date for family income change only.

M. Quality Control & Review
Quality Control of each tenant file will be done at the time of annual recertification. Quality Control of the Program happens annually at the time of annual plan submission to make any necessary plan changes. As always, Waco Housing Authority & Affiliates will comply with all changes in regulations as they occur throughout the year.

N. Program Goals
Program goals will be set each year at the time of development of the annual plan for submission. 2003-2004 goals for the program are that we will have a minimum of 5 homeowners prior to year end.

Section 8 Budget is annually approved by HUD. This amount is used for all elements within Section 8, including homeownership program expenses.

### 22.0 VIOLENCE AGAINST WOMEN’S ACT COMPLIANCE

#### 22.1 Admissions and Screening

A. Non-Denial of Assistance. Waco Housing Authority & Affiliates will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. Admissions Preference – Applicants for housing assistance from Waco Housing Authority & Affiliates will receive a preference in admissions by virtue of their status as victims of domestic violence (dating violence, stalking).

C. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, Waco Housing Authority & Affiliates may, but shall not be obligated

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to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, Waco Housing Authority & Affiliates shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. Waco Housing Authority & Affiliates will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

22.2. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by Waco Housing Authority & Affiliates:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by Waco Housing Authority & Affiliates as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
   a. Nothing contained in this paragraph shall limit any otherwise available authority of Waco Housing Authority & Affiliates or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither Waco Housing Authority & Affiliates nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to the other tenants.
   b. Nothing contained in this paragraph shall be construed to limit the authority of Waco Housing Authority & Affiliates or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or Waco Housing Authority & Affiliates, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, Waco Housing Authority & Affiliates or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by Waco Housing Authority & Affiliates. Leases used for all public housing operated by Waco Housing Authority & Affiliates.

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Authority & Affiliates and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by Waco Housing Authority & Affiliates, shall contain provisions setting forth the substance of this paragraph.

22.3. **Verification of Domestic Violence, Dating Violence, Sexual assault or Stalking**

**Requirement for Verification.** The law allows, but does not require, Waco Housing Authority & Affiliates or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph IV.C., Waco Housing Authority & Affiliates shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by Waco Housing Authority & Affiliates. Section 8 owners or managers receiving rental assistance administered by Waco Housing Authority & Affiliates may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following three ways:

**A. HUD-approved form** – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

**B. Other documentation** – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

**C. Police or court record** – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

**D. Time allowed to provide verification/failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by Waco Housing Authority & Affiliates, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

**E. Waiver of verification requirement.** The President/CEO of Waco Housing Authority & Affiliates, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such
waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

22.4. Confidentiality
A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to Waco Housing Authority & Affiliates or to a Section 8 owner or manager in connection with a verification required under Section IV of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding, or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.
B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by Waco Housing Authority & Affiliates shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

22.5. Transfer to a New Residence
A. Application for transfer. In situations that involve significant risk of violent harm to an affiliated individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault or stalking, Waco Housing Authority & Affiliates will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the affiliated individual will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Any tenant who allows the perpetrator to live in the unit without prior approval from WHA will be grounds for termination of assistance for a period of three years.
B. Action on application. Waco Housing Authority & Affiliates will act upon such an application promptly within 14 days.
C. Waco Housing Authority & Affiliates will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of Waco Housing Authority & Affiliates, and this policy does not create any right on the part of any applicant to be granted a transfer.
D. Family rent obligations. If a family occupying Waco Housing Authority & Affiliates public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by Waco Housing Authority & Affiliates. In cases where Waco Housing Authority & Affiliates determines that the family’s decision to move was reasonable under the circumstances, Waco Housing Authority & Affiliates may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
E. Portability. Notwithstanding the foregoing, a Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant’s existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8
22.6 Court Orders/Family Break-up
A. Court orders. It is Waco Housing Authority & Affiliates' policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by Waco Housing Authority & Affiliates and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
B. Family break-up. Other Waco Housing Authority & Affiliates policies regarding family break-up are contained in Waco Housing Authority & Affiliates’ Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

22.7 Relationships with Service Providers
It is the policy of Waco Housing Authority & Affiliates to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. If Waco Housing Authority & Affiliates staff becomes aware that an individual assisted by Waco Housing Authority & Affiliates is a victim of domestic violence, dating violence or stalking, Waco Housing Authority & Affiliates will refer the victim to such providers of shelter or services as appropriate. Nonetheless, this Policy does not create any legal obligation requiring Waco Housing Authority & Affiliates either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. Waco Housing Authority & Affiliates’ annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which Waco Housing Authority & Affiliates has referral or other cooperative relationships.

22.8 Notification
Waco Housing Authority & Affiliates shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance. In accordance with VAWA Reauthorization Act of 2013 (FR 11/16/16) Notification of Occupancy Rights under the VAWA (Form HUD – 5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and alternate Documentation (Form HUD – 5382) will be provided to all applicants and/or tenants as required.

22.9 Relationship with Other Applicable Laws
Neither VAWA nor this Policy implementation shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

22.10 Amendment
This policy may be amended from time to time by Waco Housing Authority & Affiliates as approved by Waco Housing Authority & Affiliates Board of Commissioners.

In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16), WHA has implemented the following internal and external Emergency Transfer Plan:
A. the Emergency Transfer Plan will be available upon request and, when feasible, publically available.
B. The Waco Housing Authority will retain record of all emergency transfer requests and the outcome and retain this information for a period of three years.
C. WHA will provide request and outcomes to HUD annually

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

**WACO HOUSING AUTHORITY** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), Waco Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit or to port to another Housing Authority’s jurisdiction under portability. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of WHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Section 8 is in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

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1. Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

2. Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
To request an emergency transfer, the tenant shall notify their Section 8 Counselor and submit a written request for a transfer to another unit or Housing Authority’s jurisdiction. WHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under WHA program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

Confidentiality
WHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives WHA written permission to release the information on a time limited basis, or disclosure of the information as required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about WHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability
WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. WHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, or to another Housing Authority’s jurisdiction under portability.

At the tenant’s request, WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

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 & Incest National Network’s National Sexual Assault Hotline at 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.

WHA will provide a local resource guide, this guide will provide contact info for and information on organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

23.0  Emergency Procedures for Natural Disasters within the State of Texas

In the event of a natural disaster within the state of Texas, Waco Housing Authority & Affiliates will accept applications from residents within the state of Texas for both Public Housing and Section 8. The event must be declared a disaster by the Governor of the state of Texas. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.

24.0. Emergency Procedures for Natural Disasters within the United States

In the event of a natural disaster within the United States, Waco Housing Authority & Affiliates will accept applications from residents within the United States for both Public Housing and Section 8. The event must be declared a disaster by the President of the United States. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.

25.0. Project Based Rental Assistance
The owners referred to in 24 CFR 5.903 (d) are owners participating in the Section 8 project-based program, not the Section 8 tenant based program.

The PHA will operate a PBV program in accordance with HUD guidelines

GLOSSARY


Absorption: In portability, the point at which a receiving PHA starts making assistance payments with funding under its consolidated Annual Contribution Contract. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.
Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law or who has been convicted of a crime as an adult under any deferral, State or Tribal Law.

Affiliated Individual: means, with respect to an individual: A spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian; or Any other individual, tenant, or lawful occupant living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

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

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

c. Are not specifically excluded from Annual Income; and

 d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.
**Bifucate:** 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.

**Certification:** The examination of a household’s income, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent for the following 12 months. (No longer issued after October 1, 1999)

**Child:** For purposes of citizenship regulations, 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 his or her 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 childcare 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.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Covered Housing – Includes Section 8 tenant based housing**

Credible Evidence – Includes evidence provided by police and the court system, such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, arrest warrant issued, etc. evidence may also combine testimony from neighbors with other credit evidence.

**Dating Violence:** Violence committed by a person:
(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors:
(i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited 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.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

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.

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, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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.

Displaced person: A person displaced by governmental action (such as urban renewal), 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.

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or 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: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: A very low-income family whose annual income does not exceed the higher of: The poverty guideline established by the Department of Health & Human Services applicable to the size involved or Thirty (30) percent of the median income for the areas as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. (added 3/28)

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).
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. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
h. Gender identity and sexual orientation

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form. WHA may approve to add foster adults and foster children to the household if it does not result in overcrowding (foster children are defined as children in the legal guardianship of a state, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

An emancipated minor may be designated as a cohead

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gender identity: Identity means actual or perceived gender-related characteristics and actual or perceived sexual orientation or marital status

Gross rent: The sum of the rent to the owner plus any utilities.
**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**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 members:** Include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Imputed income:** For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low income.

Independent Student: Those who were an orphan, in foster care, or ward of court at the age of 13 or who are or were emancipated or in legal guardianship; unaccompanied youths who are homeless or at risk of homelessness or at risk of homelessness.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program, and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Law enforcement agency:** the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. (NCIC) is a division within the Federal Bureau of Investigations (FBI).
Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

a. Is determined to be essential to the care and well-being of the persons;

b. Is not obligated for the support of the persons; and

c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

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.

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

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or

b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing: included in the definition of "cooperative".

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:**

a. Net cash value after deducting reasonable costs that would be incurred in disposal 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.

b. 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.

c. In determining net family assets, housing authorities 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.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

*Other adult:* A family member, other than the head, spouse, or cohead, who is 18 years of age or older excludes foster adults and live-in aides

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

(1) Is expected to be of long-continued and indefinite duration,
(2) Substantially impedes his or her ability to live independently, and
(3) Is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:
(1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
(2) Is manifested before the person attains age 22;
(3) Is likely to continue indefinitely;
(4) results in substantial functional limitation in three or more of the following areas of major life activity:
   (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
(5) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."  
This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

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

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Preponderance of Evidence** – 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.

Project Based Rental Assistance: Assistance that is attached to the structure

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Accommodation:

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.
Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible entity – a PHA administering a Section 8 program under an annual contributions contract with HUD.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Sexual Assault: Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.

Sexual Orientation: Homosexuality, heterosexuality or bisexuality.

Shared housing: A single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by all the occupant of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Small area FMR’s (SAFMRs): Are U.S. Postal or ZIP code areas within certain designated metropolitan areas that meet criteria outlined at 24 CFR 888.113(c)

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: Fear for the person’s individual safety or the safety of others or Suffer substantial emotional distress.

State Wage Information Collection Agency (SWICA): The State 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.
**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

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

**Tenant Based Rental Assistance:** Assistance follows the family.

**Tuition:** The amount of money charged to students for instructional services which may be charged per term, per course, or per credit. The amount of tuition and required fees covering a full academic year most frequently charged to students.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

1. Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:
   a. 30% of the family's monthly adjusted income;
   b. 10% of the family's monthly income;
   c. Minimum rent; or
   d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

2. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a) (1) shall be the amount resulting from one application of the percentage.

**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 housing authority or HUD 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 hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, 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 or HUD 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.
**VAWA** – Violence Against Women Act - Federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, sexual assault and stalking.

**Verification:**

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:
   1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
   2. Documentation such as a copy of a birth certificate or bank statement
   3. Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low income families:** Low income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

**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.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for housing authority approval of a unit selected by the family, and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.
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COVID 19/Pandemic Plan for WACO Housing Authority

WHA is an Essential Service and must operate even in a limited way to assist those most vulnerable. With this in mind, staff and client safety is paramount. The following items will be done immediately.

To neutralize the threat of spreading disease/virus, Staff must be reduced to no more than 30%:

1. All activities, orientations, gatherings and transportation are cancelled.
2. Lobbies and offices are closed for drop in’s and walk in’s.
3. Department heads determined those department work functions as “Essential” and “Non-Essential”
4. Department heads determined those staff who would report for “Essential Duty” and who would not.
5. Work for Finance and Section 8 would continue on a modified basis based on the work needed.
   a. Work would be done by teleconference, video conference, email and mail.
6. Public Housing and Rising Images would determine work based on limited person to person contact.
   a. Continued work would be done by teleconference, video conference, email and mail.
7. Support services- Administrative and IT would determine schedule capabilities to assist with mail, computer equipment, social media and communication to clients, landlords and vendors and assist those that could work remotely. Due to HUD guidelines, files cannot be taken home under any circumstance.
   a. Letters were sent to all participants in the Section 8 and public housing programs as appropriate explaining what steps we would be taking. That rent was due regardless of when evictions will take place and referrals to our contact email and social media pages for updates.
   b. Letters were sent to all landlords reminding them that tenants rent would be paid as regularly as possible and that the HAP contract signed has a clause that a tenant cannot be evicted due to circumstances beyond their control. We let them know that even with a limited staff WHA would be working to address income needs due to the virus and we would compensate any differences as needed.
   c. Vendors were sent a letter to let them know that even with limited staff we would be doing our best to continue to pay all bills and asked for their patience with us if not paid as timely in the past.
8. Community Services needed to schedule teleconference with all disabled and elderly in public housing with IT assists to possibly expand to a contact line for help with the Section 8 population.
   a. All activities and gatherings will be cancelled.
   b. Continued work would be done thru email and teleconferencing.
9. Maintenance will only work on defined emergency calls only. Maintenance must wear appropriate protective gear and follow protocols before entering and upon leaving a unit.
a. Maintenance can be assigned to work in make ready units on a one employee to one unit basis.

10. Staff will be paid normal forty-hour wages whether sent home or not. Compensation for “Essential Duty pay” will be a half/full step difference higher than the staff person’s normal rate of pay for those additional hours. This will be done in the form of an additional paycheck within two weeks upon all staff being called in to return to work.

11. Under all circumstances staff will be required to use all CDC or local health department guidelines, including social distancing guidelines, modify work schedules to require isolation from other departmental staff and will not leave their work area. Staff may not report to work ill for any reason.

12. Vendor or contractual work will be limited to work that can be done outside of a building. i.e. Pest control, landscaping, etc.

13. HUD may allow for waivers of deadlines and reports of some scheduled items. It is important to realize they will still require the same items to be delivered at a later date. HUD may also set aside emergency funds to reimburse costs associated with serving clients. As these are identified, we will of course review and apply to help mitigate any costs.

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**Return to Work at Waco Housing Authority with COVID 19/ Pandemic**

The President/CEO will determine the date to call all staff back. Work may look different as the President/CEO will need to also set the parameters for opening back at full capacity. Returning staff will be expected to familiarize themselves and study any required videos, trainings, etc. needed to better understand the new way of getting work done.

To neutralize the continued spread of disease/virus, staff will need to follow all the safety protocols established.

In some cases, this means that staff work hours will be modified and some departments will be working on opposite days. Staff will be restricted to their work areas and assigned bathrooms. Staff will be issued safety equipment to use as needed.

1. All present protocols will remain in place. This means no face to contact. Gatherings, orientations or activities.

2. IT will identify any new methods to be able to work in the event of an extended period of time including versions of docu-signatures, telephone extensions to work remotely as needed, etc.

3. We will begin by having full staff at least three weeks from the end of the local stay at home order.
4. We will work a modified schedule not to exceed (24) twenty four hours for the first two weeks, increasing hours every two weeks to allow for any needed training time, etc. until we reach forty hours per week for all staff.

5. WHA will not reopen for activities, gatherings, orientations, etc. until three weeks pass in our jurisdictional area with no new instances of the virus.
EMERGENCY ACTION PLAN FOR WACO HOUSING AUTHORITY & AFFILIATES

Waco Housing Authority & Affiliates has established an emergency/disaster plan to deal with emergencies/disasters at the workplace.

Emergency Color Codes
In the event of an emergency, a color will be announced over the intercom system. The color will designate the emergency and the procedure to follow. The color codes and procedures are as follows:

- Emergency Code Red – Fire – Evacuate immediately
- Emergency Code Blue – Weather Emergency – Evacuate to shelter
- Emergency Code Green – Workplace Violence (Unauthorized person in building)
- Emergency Code Yellow – All Clear

A. Emergency/Disaster Procedures

In the event of an emergency/disaster, procedures are to be followed as listed below:

1. Local authorities (Fire, Police) will be notified immediately of the situation by calling 9-1-1 immediately. Provide your name and agency, nature of emergency, and location with complete address.
2. Any Waco Housing Authority & Associates buildings at the disaster site will be evacuated immediately, if possible.
3. The Executive Director and Safety Coordinator will be notified immediately.
4. The Maintenance Department should be notified if there is a need to secure the premises and assess damages if determined safe to do so by local authorities responding to the situation.

The President/CEO and the Safety Coordinator will be responsible for monitoring the activation of the plan when deemed necessary. The purpose of the emergency/disaster plan is to provide effective coordination of action in order to maximize protection of life and minimize property loss within Waco Housing Authority & Affiliates.

Emergencies/Disasters will be defined as, but not limited to, the following:

- Release of toxic gas
- Chemical spills
- Fire
- Flood
- Tornadoes
- Explosions
- Workplace violence

In the event of an area wide emergency/disaster, the President/CEO, or his/her designated representative, shall direct all efforts on behalf of the agency in establishing and maintaining communication with local authorities and housing sites, assisting with possible evacuation plans, and other additional action deemed necessary to ensure the safety of all persons and property, and to continue the business of the Housing Authority.
After emergency/disaster containment, the designated agency representative will coordinate personal relief efforts with appropriate Housing Authority personnel and local authorities (Fire Department, Emergency Management office, Police Department and the Red Cross).

After the safety and comfort of the residents and staff have been fully attended to, the Executive Director and the Safety Coordinator, with assistance from the Assistant Director of Maintenance and pertinent local authorities, will begin property damage assessment. Housing sites affected by disaster shall be secured and any potentially dangerous conditions shall be eliminated. The Assistant Director of Maintenance shall be responsible for coordinating any clean up and repairs after sites are deemed safe by authorities.


2. Notify the Fire Department by calling 9-1-1. Give the location, address, floor, and area of fire.
3. Evacuate immediately. Evacuation should be quick and orderly. Use the nearest exit to your location. The Supervisor and Safety Committee Representative of each department are responsible to make sure all employees from their area are evacuated. When evacuating your offices, **do not close your door.** The door will be closed by the Supervisor or Safety Committee Representative after a final check has been made. All employees of the office at 4400 Cobbs are to evacuate to the area near the sidewalk near the street at the 44th street side of the building. If an employee has any visitors or clients in their offices, they are responsible to evacuate those persons. For the off-site locations, the evacuation procedure will be as follows:
   - 800 Clay – East side of South 8th Street across from parking lot
   - South Terrace – South side of Kennedy Pantry
   - Kate Ross Rental Office – East side of South 11th in front of office
   - Kate Ross Center – South side of Cleveland parking lot in front of center
   - Estella Maxey – Northwest side of J.J. Flewellen parking lot

When it is safe to return to your workstation, the code “Emergency Code Yellow” will be announced.

**Fire Drills**
Fire Drills will be held at random. These drills will not be announced beforehand. When you hear the code for fire (Emergency Code Red) over the intercom system, you proceed as if an actual fire has occurred.

**C. Emergency Procedures - Severe Weather – Emergency Code Blue**

In the event of severe weather that requires evacuation to shelter, an announcement will be made in accordance with the color code system. The code “Emergency Code Blue” will be announced over the intercom system.
Employees in the building at 4400 Cobbs Dr. will evacuate to the fallout shelter area downstairs in the storage area. Evacuation will be the same as for fire, with the immediate supervisor and the Employee Committee representative being responsible for all employees to be evacuated to the fallout shelter area downstairs. At all outlying areas, evacuation will be to the safest place available, preferably in the center of a building away from windows and doors.


If a person enters the premises and appears to be a threat, announce the code “Emergency Code Green” over the intercom system. This will alert all employees to the danger. When “Emergency Code Green” is announced over the intercom, the Safety Coordinator and Safety Committee Advisor will coordinate and call 911. The recommendation is made to seek a secure place until the danger is past. This will be dependent upon the individual and the situation. When you hear the “Emergency Code Yellow” code announced over the intercom, return to your work station. Emergency Code Yellow is the all clear code that the danger has past.

Report any suspected threat of workplace violence to either your immediate Supervisor, the Human Resources Specialist or the Safety Coordinator immediately. Workplace violence occurs in a number of different forms. The most common are:

- Hitting
- Shoving
- Pushing
- Kicking
- Sexual Assaults

Workplace violence can also include verbal outbursts and can happen in the form of:

- Threats
- Harassment
- Abuse
- Intimidation

Violence can be categorized as either internal or external. Internal violence is violence that comes from within the organization and is perpetrated by current employees or former employees. Workplace violence can also come from outside the organization. This external violence is perpetrated by clients or customers.

Special Instructions for the Evacuation of Handicapped or Disabled People

The evacuation of mobility impaired persons requires special consideration. Although sight and hearing impaired people can usually remove themselves from the building, they may not hear or see an alarm, and therefore may not perceive the need for evacuation. Any mobility impaired person should have someone from their work area or housing site assigned to ensure their safe evacuation from a dangerous location. If an emergency situation arises and you have a client/guest in your office who is handicapped, you should make every effort to get this person evacuated safely.
E. Emergency Procedures for Natural Disasters within the State of Texas

In the event of a natural disaster within the state of Texas, Waco Housing Authority & Affiliates will accept applications from residents within the state of Texas for both Public Housing and Section 8. The event must be declared a disaster by the Governor of the state of Texas. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.

E. Emergency Procedures for Natural Disasters within the United States

In the event of a natural disaster within the United States, Waco Housing Authority & Affiliates will accept applications from residents within the United States for both Public Housing and Section 8. The event must be declared a disaster by the President of the United States. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.
1. DESCRIPTION OF PARTIES & PREMISES: The Housing Authority of the City of Waco (hereinafter called the Authority) does hereby lease to Jane Doe (hereinafter called the Tenant) the premises located at:

1110 Cleveland
Waco, TX 76706

The Lease shall begin on 05/01/2018. The term shall be one year and shall renew automatically, under the terms and conditions stated herein. The premises leased are for the exclusive use and occupancy of the Tenant and his/her household consisting of the following named individuals who will reside in the dwelling unit:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BIRTHDATE</th>
<th>RELATIONSHIP</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Head of Household</td>
<td></td>
</tr>
</tbody>
</table>

A. Persons not on the lease (visitor/guest) may not stay in the unit for more than ten (10) days a year without written permission from the management. Visitors or guests may be permitted in a dwelling unit as long as they have no previous or current history of behavioral problems on any WHA premises that would be a lease violation. Visitors that pose a threat to the health and safety of other Tenants will not be allowed on property. The lease will also be terminated if Tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by Waco Housing Authority.

Tenant agrees to wait for Authority’s approval before allowing additional persons to move into the premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, for which AUTHORITY may terminate the lease. Tenant shall report deletions (for any reason) from the household members named on the lease to the management office in writing, within ten (10) days of the occurrence.

Family members or household members over the age of seventeen (17) or emancipated minors age seventeen (17) or younger who are removed from the lease may not move back to the apartment and must apply as a new applicant.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS: This lease shall be automatically renewed (except as specified in Section 12) for successive terms of one month at a rental of $50.00 payable in advance at the development office of the Authority on the first calendar day of each month beginning 05/01/2018. This rent will remain in effect unless adjusted in accordance with Section 6 hereof. On the 6th day of the month a “Notice of Termination” will be mailed and a $35.00 late charge will be assessed for late payment. Rent is payable at management offices. Failure to pay rent on time is a serious lease violation and grounds for lease termination. Three (3) late payments within a twelve (12) month period shall be considered repeated lease violations and grounds for termination of lease.

☐ Rent is based on the Authority-determined flat rent for this unit.
☒ Rent is based on the income and other information reported by the Tenant

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Tenant Initial__________
Management Initial_______
If a family is paying minimum rent and its circumstances change creating an inability to pay the rent, the family may request a suspension of the minimum rent because of a recognized hardship. RENT IS DUE AND PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH MONTH AND SHALL BE CONSIDERED DELINQUENT AFTER THE FIFTH CALENDAR DAY OF THE MONTH. Rent may include utilities as described in Section 4 below, and includes all maintenance charged services. A service charge of $25.00 will be charged for personal checks returned unpaid by the bank. You will be given twenty-four (24) hours from that time to pay rent and all other fees in full. No further personal checks will be accepted from a Tenant who has had two (2) such checks returned unpaid.

3. SECURITY DEPOSIT: Tenant agrees to pay $200.00 as a Security Deposit to be used by the Authority at the termination of this lease toward reimbursement of unpaid rent, the cost of cleaning and repairing any damage (including replacement of keys not returned and changes to locks) beyond normal wear and tear to the dwelling unit caused by Tenant, his/her family, dependents, or guest(s) and any rent or other charges owed by Tenant. Any refund of Security Deposit due the Tenant will be refunded within thirty (30) days after Tenant yields possession. Payment of the Security Deposit is to be made upon occupancy or by payment of $8.00 upon occupancy and $0.00 the following month until the balance is paid.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after the Tenant has vacated, and the Manager or his/her designee on behalf of the Authority has inspected the dwelling unit.

The Authority agrees to return the Security Deposit, if any, less any deductions for any cost indicated above. It will be mailed to the Tenant’s address. If any deductions are made, the Authority will furnish the Tenant with an itemized statement.

If Tenant wishes to have a pet, Tenant agrees to pay a pet deposit and non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the fee are described in the Pet Policy.

4. UTILITIES: The Authority agrees to furnish utilities as provided in the current “Utility Allowance Schedule” posted in the Authority’s office. Utilities used in excess of that authorized will be charged to the Tenant at the actual cost to the Authority, as posted in the “Utility Allowance Schedule” and will be payable on the first day of the second month in which the charges are accrued. The Authority will not be responsible for failure to furnish utilities by reasons of any cause beyond its control. Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he shall immediately notify the Authority. Any damage to Tenant premises resulting from failure to provide immediate notice shall be deemed to have been caused by the Tenant for the purposes of applying Section 10 of this lease.

FAILURE TO PAY THE EXCESS UTILITIES CHARGES SHALL CONSTITUTE GROUNDS FOR THE TERMINATION OF THIS LEASE.

TENANT -PAID UTILITIES: If the Tenant resides in a development where the Authority does not supply electricity, gas or water, an allowance for utilities has been established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment, less the allowance for utilities, equals the Tenant Rent.

The Authority may change the allowance at any time during the term of the lease, and shall give the Tenant written notice of the revised allowance along with notice of any resultant changes in Tenant Rent.

If the Tenant’s actual utility bill exceeds the allowance for utilities, Tenant shall be responsible for paying actual bill to the supplier.

5. EQUIPMENT: The Authority agrees to furnish a range and a refrigerator in working order.

6. RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY: Once every year, Tenant agrees to furnish such information and certification regarding family composition and income as requested by the Authority for the purpose of determining Tenant’s rent, eligibility, and appropriateness of dwelling size. This determination will be made in accordance
with HUD prescribed criteria for computation of rent and the Authority's "Utility Allowance Schedule", and "Statement of Policies Governing Admissions and Continued Occupancy of Low Rent Public Housing" which are posted in the Authority's office. Any rent charged as a result of re-determination outlined above, will become effective on the established anniversary date. Failure by the Tenant to provide truthful information on income or family composition shall constitute a violation of this Lease.

The Authority shall give the Tenant reasonable notice of Authority actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. This letter will advise that failure by the family to respond to Section 6 of the lease will result in the Waco Housing Authority taking action to terminate the family's assistance.

All information must be verified. The Tenant agrees to comply with Authority requests for verification by signing releases HUD 9886 for third-party sources, presenting documents for review, or providing other suitable forms of verification. In order to ensure that the family income and composition data, provided by applicant or participant families, is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to, confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law.

A. Rent as fixed in Section 2 hereof, or as adjusted pursuant to the above, will remain in effect for the period between regular rent re-determination unless during such period:

(1) Family circumstances change as follows:
   (a) A member has been added to the family through birth, adoption or court awarded custody;
   (b) Decline in income, which would justify a reduction in rent;
   (c) Change in family composition (a person with income joins the household or household member is leaving or has left the family;
   (d) Such other circumstances as would create a hardship situation;
   (e) Increase in earned income from the employment of a current family member;
   (f) Such other circumstances as would create a hardship situation; or
   (g) Increase in earned income from the employment of a current family member.
(2) It is found that Tenant has misrepresented to the Authority facts upon which his/her rent is based, so that the rent he/she is paying is less than he/she should have been charged. If this is found then the increase in rent will be retroactive.
(3) A change in rent charged is necessary to comply with requirements of HUD or other requirements of law.
(4) All changes in family composition and income must be reported to the development office in which the Tenant resides within ten (10) days of occurrence. Failure may result in retroactive rent change.

In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 13 hereof. In case of rent decreases, the adjustment will become effective the first day of the month following reported change if the Tenant reported in a timely manner. If the Tenant fails to report in a timely manner, the decrease will not be retroactive.

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In case of rent increase the Authority will provide a thirty (30) day notice and the increase will become effective the first day of the second month following the month in which the change was reported, unless the rent increase results from the finding of intentional misrepresentation under 6A(2).

B. If the Authority determines that the size of the dwelling unit is no longer appropriate, Tenant will be notified in accordance with Section 13 hereof, to transfer to appropriate size dwelling unit when unit is available.

C. The Authority shall not commence eviction proceeding, or refuse to renew a lease, based upon the income of the Tenant family unless (1) it has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at rent not exceeding the family’s gross rent, or (2) it is required to do so by law. Pending their removal from the development, such families are to be charged rents calculated on an extension of the formula established in the Authority’s Utility Allowance Schedule.

If the Tenant is placed on “Minimum” or “Provisional” rent, the Tenant must report to the Development Manager every thirty (30) days with current information on income, family composition and other required information. Authority will require on the second thirty (30) day review that the family provides three (3) months of current utility bills: phone, cell phone, cable, and internet. The Authority will use overage amount of utility allowance for electric and gas.

7. ADJUSTED RENTS: The monthly rental on leased premises as adjusted by reason of changes provided is as follows:

<table>
<thead>
<tr>
<th>Adjusted Family Income</th>
<th>Number of Dependents</th>
<th>Monthly Rent</th>
<th>Date Effective</th>
<th>Approved Tenant</th>
<th>Approved PHA Rep.</th>
</tr>
</thead>
</table>

8. OCCUPANCY OF THE DWELLING UNIT AND RESIDENT OBLIGATIONS:
Tenant agrees not to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers. Tenant further agrees to use the dwelling unit only as a private residence, solely for the Tenant and family members listed on this Lease. The Authority may, by prior written approval; consent to Tenant’s use of the unit for legal profit-making activities subject to the Authority’s policy on such activities. Any business uses of the unit must comply with zoning requirements. This provision does not exclude reasonable accommodation of Tenant’s guest(s) or visitor(s) and, with written consent of the Authority, may include care of foster children and Live-in Aides for the care of a member of the Tenant’s family. Such approval will be granted only if the new family member meets PHA’s applicant screening criteria and the addition of the new family member does not overcrowd the unit, consideration of reasonable accommodations will be taken into consideration.

Any addition to the household members named on the lease requires the advance written approval of the Authority (except for natural births or adoption). Such approval will be granted only if the new family member meets the Authority’s admission policy. The Authority will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit, is not in compliance with the lease and is subject to termination of tenancy.

Tenant further agrees:
(a) To comply with all obligations imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety.
(b) To keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition. To keep lawns and grounds free of litter, furniture (except when in use) or other items.
(c) Tenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property to the maintenance department and management staff.

The Authority retains the right to terminate Tenant’s tenancy and require Tenants to vacate the rental unit in the event that the:

A. Tenant’s action or inactions contribute to or results in a pest infestation;
B. Tenant’s action or inaction prevents treatment of an infestation.
C. Tenant fails to comply with the requirements of this policy.
D. Tenant fails to report infestation immediately upon suspicion.

If the technician is unable to perform the bed bug treatment due to lack of preparation, such as clutter, debris, or people unable to leave the home, etc. a $75.00 dollar trip charge will be added to your account and we will reschedule the appointment. Should we have to return more than three (3) times it could be cause to terminate your lease.

(d) To dispose or remove all garbage, rubbish, furniture and other waste from the premises and adjacent grounds in a sanitary and safe manner.

(e) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities.

(f) To refrain from, and to cause his/her household and guest(s) to refrain from destroying, defacing, damaging, or removing any part of the premises or development.

(g) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities or common areas caused by the Tenant, his/her household or guest(s).

(h) To conduct himself and cause other persons who are on the premises, with his/her consent, to conduct themselves in a manner which will not disturb his/her neighbor’s peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition. Also, agrees to no loud or obnoxious conduct on or near the premises and NO FIGHTING ON OR NEAR HOUSING AUTHORITY PREMISES.

(i) To conduct themselves in a cooperative, courteous or non-threatening manner with Tenant and staff. Disruptive or uncooperative behavior can result in termination of lease.

(j) To assure that Tenant, any member of the household, a guest(s), or another person under Resident’s control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Authority’s public housing premises by other Tenants or employees of the Authority, or;
2. Any drug-related criminal activity carried on anywhere not just on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit or;
3. Any criminal activity, on or off the Housing Authority premises or anywhere while Tenant is a Tenant.

Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.

Evidence: The PHA may evict the Tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person had been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

For purposes of this Lease, the term “drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

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Tenant Initial___________
Management Initial________
(4) Any violence against the Tenant or a household member. In this instance, “violence” means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Tenant to have his/her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the Tenant or an immediate member of the Tenant’s family is a victim of that violence. Terms in this paragraph shall further have the meanings given them in Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) as amended. To report to management any acts of domestic violence, dating violence or stalking victim’s status.

(k) To refrain from illegal or criminal activity which impairs the physical or social environment of the development.

(l) To not consume alcoholic beverages outside on development grounds.

(m) If Tenant, household members, guests or other persons under Tenant’s control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.

(n) To make no alterations or repairs or redecoration to the interior or exterior of the premises or to the equipment. To make no changes to locks or install new locks on exterior doors without the Authority’s written approval. This includes removing batteries from the smoke detectors, disconnecting the smoke detector or fire extinguisher in the unit and tampering or causing damage to fire extinguisher. Call the maintenance office if smoke detector or fire extinguisher malfunctions. Tenant is responsible for the replacement of smoke detector battery. In case of fire or other damage caused by the detector or fire extinguisher being disconnected or removal of the batteries, you will be liable for damages.

(o) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE MAINTENANCE PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas of grounds of development. Tenant’s failure to report the need for repairs in a timely manner shall be considered to contribute to any damages that occur.

(p) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear expected, and to return the keys to the Authority, Tenant will be charged if they do not return key upon vacating.

(q) Not to display, use or possess, or allow members of the Tenant’s household or guest(s) to display, use or possesses any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Texas anywhere on the property of the Authority. This includes not to use or display a pistol, BB guns, shotguns, or any firearms on Authority property. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles.

(r) Tenant agrees to transfer to an appropriate dwelling unit, based on family composition, upon appropriate notice by the Authority that such a dwelling unit is available. Transfers will be processed after every seven (7) seven move-ins.

(s) To refrain from parking any vehicles on the lawns.

(t) Not to keep or maintain any vehicle on the premises that is without a valid license plate, valid inspection sticker has a flat tire or other conditions rendering it inoperable. If the vehicle has any of the previously mentioned conditions, it must be repaired or removed from the premises.

Under the new towing statue, the Housing Authority has the right to tow vehicles in violation of the law within forty-eight (48) hours of “Notice of Vehicle Violation”.

(u) Not to repair automotive vehicles on the premises.

(v) Not to allow water or waste to overflow. This includes but is not limited to, using water for recreation. (No swimming pools)
(w) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Causing any fire on PHA premises, either intentionally or through negligence or careless disregard.

(x) To comply with state law and ensure all school age youth residing in the units owned and operated by the Authority are attending school daily.

(y) Tenant will not allow ex-Tenant of the WHA, who have been evicted, to occupy the unit for any period of time.

(z) For each adult in the Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by the Authority) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working twenty (20) hours or more, attending an educational institution, or participating in some other qualified training program. Failure to comply may result in termination of lease.

(a-1) To keep dogs, cats, or other common household animals on the premises, only in accordance with PHA’s Pet Policy. The Pet Policy requires PHA’s prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene. Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.

When Tenant is in violation of lease, Tenant will be given a documented warning. All warnings will be placed in Tenant’s folder. Warnings may be grounds for lease termination. Tenant will be given documented warnings in accordance to severity of lease violation.

Types of Warnings:
(1) Documented Oral Warning - Conference with manager.
(2) Written warnings – lease violations
(3) Final written warnings
(4) Termination of tenancy

(a-2) Smoking is prohibited in all public housing units, common areas and outdoor areas within twenty-five (25) feet from buildings. Tenants shall inform household members, guests and visitors of the smoke free housing policy and will be responsible of the policy by the Tenant, members, guests or visitors. Failure to comply with this policy may be cause for lease enforcement action as follows:

1st violation—oral warning
2nd violation—written warning and referral to cessation
3rd violation—Final written probation and referral to cessation
4th violation—thirty (30) day notice of lease termination

WACO HOUSING AUTHORITY OBLIGATION

By State law, all school age children up to the age of seventeen (17) yrs. are required to attend school daily unless the child is sick or family emergency such as death, injury, etc. has occurred.

* The Waco Housing staff are obligated to question any school age youth who is in the common areas on the grounds during regular school hours when school is in session (not during holidays, Teacher conferences, school vacations, etc.)

* The Waco Housing staff will report any youth found on the grounds during school hours to the management office. Management office has an obligation to contact the parent and to notify the Community Services Department who will report to Waco Independent School District.

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Management Initial________
* The Authority believes the route to self-sufficiency is through education and our children are our most valuable assets.

To comply with requirements of applicable building codes, housing codes, and HUD regulations, Federal Privacy Act materially affecting health and safety of Tenant.

9. AUTHORITY’S OBLIGATION ON MAINTENANCE AND REPAIR:

A. The Authority agrees to keep the building facilities, common areas and grounds, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition and to make necessary repairs to the premises. The Authority further agrees to explain these rules to all household members and guest(s) and to be responsible for preventing their violation of any of these rules:

1. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

2. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances supplied or required to be supplied by the Authority;

3. To provide and maintain appropriate receptacles and facilities for garbage, rubbish and other waste removed from the premises by the Tenant in accordance with paragraph B of this section;

4. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by the direct utility connection; and

5. To maintain the premises and the development in decent, safe and sanitary condition.

B. The Authority may authorize a Tenant, by “Written Rider” hereto specifying the task, in accordance with Section 15 hereof, to perform seasonal maintenance or other maintenance tasks, as permitted by the nature of the design and construction of the dwelling and according to local custom, provided that such agreement is made in good faith and not for the purpose of evading the obligations of the Authority.

C. Maintenance and repair work (beyond normal wear and tear) caused by the Tenant, his/her household or guest(s), will be charged to the Tenant. Such charges shall be billed at a rate as specified in the “Schedule of Charges for Maintenance and Repair” as posted in the Authority’s office. Payments for such charges are due and payable the first calendar day of the month after the Authority gives written notice of the charges.

D. To notify Tenant of the specific grounds for any proposed adverse action by the Authority and the right for a hearing under the Administrative Grievance Procedure for a grievance concerning a proposed adverse action a Written notice shall be sent:

1. The notice of Adverse Action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4(1) (3) shall constitute adequate notice of proposed adverse action.

2. In the case of a proposed adverse action other than a proposed lease termination, the authority shall not take the proposed action until time to request such a hearing has expired (if hearing was timely requested) or the grievance process has been completed.

E. To provide reasonable accommodation for handicapped and disabled Tenants; Provided the accommodation does not change the nature of the program or cause the Authority undue financial and administrative burdens.

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10. DEFECTS HAZARDOUS TO LIFE, HEALTH & SAFETY: When conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately notify the Authority. The Authority shall be responsible for the repair of the unit within a reasonable time, provided, that if the damages were caused by the Tenant, Tenant's household or guest(s), the reasonable cost of the repairs shall be charged to the Tenant, payable two (2) weeks after the Authority gives written notice.

If repairs of the defects or damages cannot be made within a reasonable time, the Authority shall offer standard alternative accommodations, if available. In the event the Authority fails to fulfill its responsibility the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by the Authority shall not abate. Rent shall not abate if the Resident rejects the alternative accommodations or if the damages were caused by the Resident, Resident's household or guest(s).

11. INSPECTION: Before occupancy by the Tenant, the Authority and the Tenant or his/her representative shall inspect the dwelling unit and the Tenant will receive a written statement of the condition of the unit and the equipment furnished therein. The Tenant agrees that the authorized agent, employee or representative of the Authority will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspections, maintenance and for making improvement and repairs, or to show the premises for re-leasing. Management may take pictures to deal with UPCS, contractual or maintenance issues. All accidents involving injury or loss of property to the Tenant authorized members, Tenant's pet(s) or guest(s) must be reported, verbally or in writing, to the PHA Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the PHA with respect to said damages or injury.

Such entry may be made only during reasonable hours after a two day advance notice in writing to the Tenant of the time, date and purpose, provided however, the Authority shall have the right to enter Tenant’s dwelling unit without prior notice to Tenant if the Authority reasonable believes that an emergency exists which requires such entry; or when Tenant call in maintenance work order repair. Should you fail a house keeping inspection you will be sent a written two (2) day notice each time until housekeeping issue has been met or lease has been terminated.

If an occupant is under the age of eighteen (18), maintenance will not work in the apartment and management will not enter unless the occupant steps out of the apartment of his/her own free will or there is more than one (1) person or contractor at a time.

If we find that there are unauthorized occupants living in the apartment a Tenant can receive a three (3 )to thirty (30) day eviction notice and will be charged $50.00 and $10.00 every day until the unauthorized person moves.

The Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises whenever entry is made when the Tenant and all adult members of the household are absent.

When the Tenant vacates, the Authority will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/ or representative may join in such inspections.

12. TERMINATION OF LEASE: This lease may be terminated by the Authority at any time by giving a written notice as set forth in Section 13, except that such written notice may only be given for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Tenant’s obligations set forth in Section 8 or for other good cause. If the Authority should elect to terminate this lease, the written notice of termination must be given:

(a) Nine (9) days in advance in the case of failure to pay rent;

(b) A reasonable time depending on the seriousness of the situation (but not to exceed Thirty (30) days) in the case of creation or maintenance of a threat or safety of other Tenants or Authority employees; and

(c) Thirty (30) days in any other case.
The notice of termination to the Tenant shall state the reasons for termination and shall inform the Tenant of his/her right to:

(a) Make such reply as he/she may wish; and
(b) Request a hearing in accordance with the Authority’s Grievance Procedure.
(c) State that the Tenant is entitled to a grievance hearing on the termination. (only if evicted for criminal activity)
(d) The right to examine PHA documents that are directly related to the eviction.
(e) The right to copy any relevant documents. (At Tenant’s expense)

13. (a) Management may not terminate this lease due to violence as to any Tenant or Tenant with a household member who has been the victim of violence except as to Tenants or Tenants who engaged in such violence. In cases where an eviction is a result of domestic violence, only the Tenant causing the violence may be evicted if the victim follows the procedure below.

Under the Violence Against Women Act the Authority may request that the affected victim complete, sign and submit, within fourteen (14) business days of the request the HUD-5380 & 5382 certification form. If the individual does not produce the form or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by the Authority, none of the protections afforded to victims of domestic violence, dating violence or stalking will apply. The Authority would therefore be free to evict in the circumstances authorized by otherwise applicable law and lease provisions.

(b) This lease may be bifurcated by Management as to, on the one (1) hand, a Tenant, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Resident, Tenant or occupant may be evicted, removed or have his/her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Tenants, and lawful occupants may continue under the lease and request rent adjustment.

When the Authority evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority will notify the local post office serving that dwelling unit that such person(s) no longer resides in the unit. (So that such person(s) will not return to the property to pick up mail)

THE TENANT MAY TERMINATE THIS LEASE AT ANY TIME BY GIVING FIFTEEN (15) DAYS WRITTEN NOTICE IN THE MANNER SPECIFIED IN SECTION 13 OR BY NOTIFYING THE AUTHORITY IN PERSON AT THE OFFICE OF THE AUTHORITY. IF THE TENANT DOES NOT GIVE THE AUTHORITY FIFTEEN (15) DAYS NOTICE, THE AUTHORITY MAY CHARGE THE TENANT FIFTEEN (15) DAYS RENT FROM THE DATE OF ACTUAL MOVE-OUT.

Notice by either party to this lease may be given on any day of the month.

14. LEGAL NOTICES: Any notice required here under will be sufficient if delivered in writing to Tenant personally or to an adult member of his/her family residing in the dwelling unit, or if sent by mail, properly addressed to Tenant. Notice to the Authority must be in writing, and either delivered to the office of the Housing Authority, or sent to the Authority by prepaid first class mail.

15. GRIEVANCE PROCEDURE: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority, which procedure is posted in the Authority’s Office and incorporated herein by reference.

The Authority’s Grievance Procedure shall not apply to evictions or termination of tenancy that involves:

(A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Tenants or employees of the Authority, or
(B) Any drug-related criminal activity carried on anywhere by the Tenant, any member of the household on the lease, or another person under Tenant’s control, not just on or near the premises.
(C) Also excluded are terminations cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or by Authority employees, UNLESS it involves domestic violence, dating violence, sexual assault, or stalking.

16. Selecting the Hearing Officer or Hearing Panel 24 CFR 966.55 (b)

A grievance hearing shall be conducted by an impartial person or persons appointed by the Authority after consultation with resident organizations, as described below:

A. The Authority nominates a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include Authority’s Board members, Authority staff members, Tenants, professional arbitrators, or others. The initial slate of nominees should be at least nine (9) persons.

The Authority will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartially, whether the nominee’s time would affect such services.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other Tenants of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical, will be withdrawn.

B. A slate of potential hearing officers or hearing panel members nominated by the Authority shall be submitted to the Authority’s Tenant organizations. Written comments from the organizations shall be considered by the Authority before the nominees are appointed as hearing officers or panel members.

C. When the comments from Tenant organization have been received and considered. The nominees will be informed that they are the Authority’s official grievance hearing committee. The Authority will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

17. Death of Sole Tenant:

Upon the death of the sole Tenant the Lease is automatically terminated. The emergency contact listed by Tenant will be notified in writing to have all of Tenant’s personal property removed from the leased unit within ten (10) calendar days of the postmark date on the notice or through the end of the month in which the rent has been paid, whichever is greater. Notice will be delivered to the emergency contact’s address provided by Tenant. It is Tenant’s responsibility to ensure the Authority receives any updated emergency contact information, including name, address and phone number, in writing.

If the Tenant does not provide an emergency contact or if Tenant’s emergency contact does not timely remove all of Tenant’s personal property as provided on the notice, the Authority is authorized to remove and dispose of Tenant’s personal property from the lease premises. The Authority is under no obligation to store Tenant’s personal property. Any refund, including Tenant’s security deposit (less lawful deductions); will be paid to the emergency contact or to the estate of the sole Tenant. The Tenant’s estate will be liable for payment of rent and all other charges as provided under the terms of this lease until the unit is vacated. The Tenant further agrees to abide by such necessary and reasonable regulations as may be promulgated by the Authority for the benefit and well-being of the housing development and the Tenants which shall be posted in the Authority’s office and incorporated by reference in this lease.

a. Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the lease and living in the household who passes screening criteria and this person must be eighteen (18) years of age or older or an emancipated minor. Eviction proceedings can be commenced if:

1. the remaining household members fail to inform PHA within 10 days of the death or departure of the former head of household.
2. there is no family member qualified to sign a new lease, or

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3. after the remaining family member’s approval to assume the lease obligations, he/she fails to sign a new lease within thirty (30) days and/or
4. the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
5. the family fails to notify the PHA of any additions to the household by birth, adoption or court awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the PHA.

b. PHA may permit an adult not on the lease to join the household as a new head of household in giving approval for such an arrangement, PHA will consider whether there is any remaining member capable of executing a lease and the ability of the family to stay together if the new household member is allowed. The new head of household must meet PHA’s applicant screening criteria. A new head of household added to the lease under the above paragraph(s) will be charged for any arrearages incurred by the former head of household. PHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.

c. If this lease is an extension of occupancy by the Tenant’s household under a prior lease or leases with PHA, any amounts due under the prior lease or leases may be charged and collected as if the same had occurred under this lease.

HOUSEKEEPING STANDARDS: The standards will be applied fairly and uniformly to all Tenants. The Tenant is required to abide by the HOUSEKEEPING STANDARDS. Failure to abide by the Authority’s Housekeeping standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

**Inside the Apartment General:**

1. **Walls:** should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. **Floors:** should be clean, clear, and free of hazards.
3. **Ceilings:** should be clean and free of cobwebs.
4. **Windows:** should be clean, not blocked by from accessibility and not nailed shut. Shades or blinds should be intact.
5. **Woodwork:** should be clean, free of dust, gouges, or scratches.
6. **Doors:** should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. **Heating units:** should be dusted and access uncluttered.
8. **Trash:** should be disposed of properly and not left in the unit.
9. **Entire unit** should be free of rodent or insect infestation.

**Kitchen:**

1. **Stove:** should be clean and free of food and grease.
2. **Refrigerator:** should be clean. Freezer door should close properly and freezers have no more than one inch of ice. Vents in Freezer should not be blocked with overcrowding of food.
3. **Cabinets:** should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. **Sink:** should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
5. **Food storage areas:** should be neat and clean without spilled food.
6. **Trash/garbage:** should be stored in a covered container until removed to the disposal area.
7. **Breaker box:** is not to be blocked from access.

**Bathroom:**

1. **Toilet and tank:** should be clean and odor free.
2. **Tub and shower:** should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. **Lavatory:** should be clean
4. **Exhaust fans:** should be free of dust.
5. **Floor:** should be mopped clean and dry.

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Storage Areas--
(1) Linen closet: should be neat and clean.
(2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
(3) Other storage areas: should be clean, neat and free of hazards.

Outside the Apartment
The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:
(1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
(2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
(3) Steps (front and rear): should be clean, and free of hazards.
(4) Sidewalks: should be clean and free of hazards.
(5) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
(6) Hallways: should be clean and free of hazards.
(7) Stairwells: should be clean and uncluttered.
(8) Utility room: should be free of debris, motor vehicle parts, and flammable materials. This includes all HVAC and water heater closets.

18. CURFEW: All Tenants eighteen (18) yr. and under must not be on common areas such as the playground, parking lots or walking the grounds between 10:00 p.m. and 6:00 a.m. the following morning, they can only be on the porch where the Tenant resides.

Non-Tenants (18) yr. and under must leave at 10:00 p.m. unless staying overnight with a Tenant family. Those non-Tenants who chose not to obey the rules will be issued a criminal trespass warning the first time and will be arrested the second time. Failure to comply with the curfew rules will result in the Tenant being reported to management for curfew violations. All Tenants are subject to being stopped and identification may be requested by Housing Authority Security Officers and Local Police Officers.

All Tenants are expected to cooperate with Housing Authority Security Officers and Local Police Officers.

Three (3) written lease violations may constitute grounds for termination of tenancy.

19. ENTRY/WHEN WE MAY ENTER: If you or any guest(s) or occupant(s) is present when repairs are needed, our work crews, maintenance people, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. If nobody is in the apartment, our work crews, maintenance people, or our representatives may enter peacefully and at reasonable times by using a duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this lease contract) if:

* Written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

* Entry is for: Responding to your request; repairs; estimation repair or refurbishing cost; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving left tools; leaving notices; delivering, installing, reconnecting, or replacing appliances and equipment; removing or re-keying unauthorized locks; inspections or when immediate danger to person or property is reasonably suspected; entry by a law enforcement officer with search or arrest warrant or exigent circumstances; (a) protection of life (first aid, extracting children who appear in danger, protecting an undercover officer or informer; or making a protective sweep (b) protection of property (such as extinguishing a fire or stopping a burglary) (c) preventing destruction of evidence and (d) pursuing a fleeing felon (hot pursuit); or showing apartment to government inspectors, fire marshals or insurance agents.

20. CHANGES: This lease, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Tenant. No change herein shall be made except by a Written Rider, signed and dated by both parties, other than with respect to the “Notice of Rent Adjustment” as provided in Section 6 hereof.

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TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREE TO BE BOUND BY ITS PROVISION AND CONDITIONS AS WRITTEN

IN WITNESS HEREOF, the parties have executed this Lease Agreement this 1st day of May 2018.

at WACO, TEXAS.

(City) (State)

Head of Household (signature) Date

Spouse or other Adult Date

Other Adult Date

Other Adult Date

Housing Authority Representative

ATTACHMENTS

If indicated by (X) below, Authority has provided the Tenant with the following attachments and information

- Pet Policy
- Standard Maintenance Charges
- Grievance Procedure
- Smoke Detector Inspection
- Utility Allowance
- Reasonable Accommodation Form
- Infestation Policy
- GAS Leak Information
- Violence against Women Act (VAWA) Form 5380 & 5382
- Other:
I. Welcome
President/CEO Milet Hopping welcomed the groups and introduced everyone. Residents present were Tonia Jackson from Kate Ross, Gerald Davis from South Terrace, Mary Powell from South Terrace. WHA representatives present were: Earnest Ward, Resident Coordinator, Gloria Dancer, Vice President of Operations, Annie Botsford, Vice President of Administrative Services/Information Technology, LaTanya Rector, Director of Section 8

II. Changes to the Admin Plan
LaTanya Rector explained all the changes that are being made to the Admin Plan. There were no other questions.

III. Changes to ACOP & Lease
Gloria Dancer explained all the changes to the ACOP. There were no questions.

IV. Comments
There were no further comments and the meeting was adjourned.