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-Performing 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

<table>
<thead>
<tr>
<th>PHA Name: ___________________________________________</th>
<th>PHA Code: TX 010</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHA Type: ☑ Standard PHA ☐ Troubled PHA</td>
<td></td>
</tr>
<tr>
<td>PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2018</td>
<td></td>
</tr>
<tr>
<td>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</td>
<td></td>
</tr>
<tr>
<td>Number of Public Housing (PIH) Units: 902</td>
<td></td>
</tr>
<tr>
<td>Number of Housing Choice Vouchers (HCVs): 2612</td>
<td></td>
</tr>
<tr>
<td>Total Combined Units/Vouchers: 2513</td>
<td></td>
</tr>
<tr>
<td>PHA Plan Submission Type: ☑ Annual Submission</td>
<td></td>
</tr>
<tr>
<td>☐ Revised Annual Submission</td>
<td></td>
</tr>
</tbody>
</table>

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 Cobb’s Dr. , Waco, TX; W1A 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 PIHAs</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>

Page 1 of 7  form HUD-50075-ST (12/2014)
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></th>
<th>Statement of Housing Needs and Strategy for Addressing Housing Needs</th>
<th>Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>Financial Resources.</td>
<td>Rent Determination.</td>
</tr>
<tr>
<td>Y</td>
<td>Operation and Management.</td>
<td>Grievance Procedures.</td>
</tr>
<tr>
<td>Y</td>
<td>Homeownership Programs.</td>
<td>Community Service and Self-Sufficiency Programs.</td>
</tr>
<tr>
<td>Y</td>
<td>Asset Management.</td>
<td>Substantial Deviation.</td>
</tr>
<tr>
<td>Y</td>
<td>Significant Amendment/Modification</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?

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

(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 timing would be consistent with the PHA Plan. WHA has applied for RAD and has been accepted. Writing on the NOFA to proceed. Will be doing all three Public Housing Developments, Estella Maxey, 1809 JF Holloway, Kate Ross, 937 S. 11th St., South Terrace, 100 Kennedy Circle, for a total of 502 units. WHA has also implemented a No Smoking policy at all three Public Housing Developments.

Rental Assistance Demonstration (RAD)
Waco Housing Authority and Affiliates is including this attachment in its annual plan because it intends to submit an application to participate in the Rental Assistance Demonstration (RAD). As a result, Waco Housing Authority and Affiliates intends to convert to Project Based Vouchers under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices. Upon conversion to Project Based Vouchers the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Sections 1.6.C and 1.6.D of PIH Notice 2012-32, REV-3; and Joint Housing PIH Notice H-2014-09/P1H-2014-17. These resident rights, participation, waiting list and grievance procedures are appended to this Attachment. Additionally, Waco Housing Authority and Affiliates is currently compliant with all fair housing and civil rights requirements and is not under a Voluntary Compliance Agreement.

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?

<table>
<thead>
<tr>
<th>Y</th>
<th>N</th>
</tr>
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<tbody>
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</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.
### B.6 Resident Advisory Board (RAB) Comments.

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

<table>
<thead>
<tr>
<th>Y</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td></td>
</tr>
</tbody>
</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 50075-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>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<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(a)(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(a)(iii))

☐ 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 and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and facility 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 maintaining 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 unit assignment policies for public housing. (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 application of 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(k))

☐ 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(l)) 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(j))

☐ Safety and Crime Prevention. Describe the PHA’s plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction-wide basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs...
provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ Pet Policy. Describe the PHA’s policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ Asset Management. State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. (24 CFR §903.7(r)(2)(ii))

☐ Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be “significant amendments or modifications”: a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund; or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD’s website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

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/programs/ph/hopvi/index.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/hopvi/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 dispositions. 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 Plan submittal. 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/centers/acd/demo_dispo/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 HUD’s Plan process, and HUD Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(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/acd/conversions.cfm. (24 CFR §903.7(d))

☒ 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 (230) 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 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 published 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 over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA’s cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) 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. 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 966.503) (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 966.503) (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-based 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 §900.155(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-50071, 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(e)(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(a), 24 CFR §903.19).

B.7 Certification by State or Local Officials. Form HUD-50071-SL, Certification by State or Local Officials of PHA Plan 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 XXXX/XXXXX.”

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 to review 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.
Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan

I, Wiley Stem, III, the City Manager of the City of Waco, TX

official's Name

Official's Title

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Waco Housing Authority

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Waco, TX

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

the Waco Housing Authority Annual Plan is consistent with the Consolidated Plan of the city of Waco in that we continue to maintain our properties to provide decent, safe and sanitary housing for our clients. We

continue to improve our properties and strive to work with our clients to reach self sufficiency. We also work with the City of Waco to help end homelessness.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3730)

Name of Authorized Official

Wiley Stem, III

Title

City Manager, City of Waco, TX

Signature

Date

4/16/18
Civil Rights Certification

(Qualified PHAs)

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement and by maintaining records reflecting these analyses and actions.

Waco Housing Authority

PHA Name

TX 010

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Milet Hopping

Title

President/CEO

Signature

Date 6/31/18

Previous version is obsolete

Page 1 of 1

form HUD-50077-CR (2/2013)
Certifications of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

PHAs Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning 2018 ___, hereinafter referred to as the "Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
   • The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   • The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   • Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   • The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   • The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
20. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Waco Housing Authority
PHA Name

TX010
PHA Number/HA Code

×  Annual PHA Plan for Fiscal Year 2018

____  5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3772, 3773).

Name of Authorized Official
Millet Hopping

Title
President/CEO

Signature
Millet Hopping

Date
5/31/18

Page 2 of 2
form HUD-50077-ST-HCV-HP (12/2014)
Smoke-Free Housing Policy
SMOKE-FREE HOUSING POLICY
WACO HOUSING AUTHORITY

To insure quality of air and the safety of all public housing residents, pursuant to 24 CFR § 965, Subpart G, Waco Housing Authority has declared that all PHA administrative offices buildings, public housing dwelling units, common areas and in all areas within 25 feet of buildings are smoke-free. Proper signage shall be posted throughout properties to enforce compliance with this policy.

This policy applies to any and all persons entering the Housing Authority of the City of Waco ("WHA") residential public housing properties including WHA residents, their guests and visitors, WHA partners, contractors, and WHA employees. WHA’s Smoke-Free Housing Policy is focused on the act of smoking, not the smoker. The U.S. Surgeon General has warned that breathing second hand smoke for even a short time is dangerous. Smoke migrates between units in multi-family housing.

Management does not guarantee the Resident’s health or the smoke-free condition of the resident’s unit and the common area. However, management shall take reasonable steps to enforce the smoke free policy. Management does not warrant, promise, or in any way render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises or to be free from secondhand smoke.

All current and new residents living in Waco ("WHA") residential Public Housing properties shall sign the Smoke-Free Policy

   a. Smoking is prohibited inside residential units and common areas. This includes outdoor stairwells, breezeway and parking lots.

   b. Smoking is only allowed outside as long as it is 25 feet from the dwelling units and buildings

   c. All residents, employees and guests are responsible for properly disposing of smoking product wrappings and residue, such cigarette butts

   d. Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes and water pipes (also known as hookahs)

   e. WHA staff shall inform current residents, applicants on waiting lists, WHA employees, partners, and WHA contractors of this policy.

   f. Residents shall inform household members, guests, and visitors of the smoke-free housing policy and will be responsible for any violations of this policy by the resident’s household members, guests, and visitors.
g. Residents will be referred to Resident Service Coordinator for Smoke Cessation that violates Smoke-Free Policy.

h. Evidence of a violation of this policy includes but is not limited to resident complaints, witness observation, and odor and/or evidence of tobacco paraphernalia observed during unit maintenance visits and inspections

i. Failure to comply with the terms of this policy/addendum may be cause for lease enforcement action, up to and including eviction/lease termination.

ENFORCEMENT:

☐ 1st violation – oral warning
☐ 2nd violation – written letter of lease violation and referral to cessation services
☐ 3rd violation – Final written Probation letter and referral to cessation services
☐ 4th violation – 30-day notice of lease-termination.

☐ WHA may suspend lease termination process if the family agrees to attend a WHA approved smoking cessation class and present WHA with a certificate of completion and a signed commitment to comply with WHA’s Smoke-free Housing Policy.

Enforcement progression is based on violations per household, not per tenant.

Resident Certification

I certify that I have read the Smoke-Free Housing Policy and agree to fully abide by its provisions. I understand that residents are responsible for the actions of their household members, their guests and visitors. I understand that failure to adhere to any conditions of this policy will constitute a violation of the Dwelling Lease Agreement.

__________________________  ____________________________
Head of Household (signature)  Address

date

__________________________  ____________________________
Spouse/Co-Head/Other Adult (Signature)  Date

Original Placed in Resident File
Copy given to resident
Section 3 Procedures
SECTION 3 POLICY

FOR

Waco Housing Authority and Affiliates

4400 Cobbs Drive
Waco, TX 76703

Prepared: October 12, 2017

Board Approval and Adoption: Resolution Number: 3775
EXECUTION STATEMENT

This policy is developed for the Waco Housing Authority and Affiliates for the exclusive use of the agency, hereafter referred to as WHA, its contractors, subcontractors, bidders, developers, sub-grantees, related affiliates, or instrumentalities, collaborating local government entities, and any other sub-recipients of covered funding in partnership with WHA. The funding type and program/grant names may change over the years; however, the intent of this policy is to encompass all applicable funding from the U.S. Department of Housing and Urban Development (HUD). All hiring and contracting must meet any conflict of interest requirements set forth in federal, state, or local laws, regulations, or policies and comply with the internal WHA hiring policies.

I. BACKGROUND ON THE SECTION 3 REGULATION

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

Consistent with 24 CFR Part 135, as a recipient of HUD Public Housing funding, the Waco Housing Authority and Affiliates (WHA) requires fulfillment of Section 3 obligations on all contracts that make use of that assistance.

These policies are implemented regardless of the contract amount, whether it is designated as housing construction, housing rehabilitation, or other public construction project, or whether it is any other non-construction expenditure resulting from the use of covered operating funding, modernization funding, or development funding from HUD.

WHA works to ensure the provision of employment, training, contracting, and other economic opportunities to its residents and other low-income persons. In doing so, WHA utilizes Section 3 as a means of promoting stability and self-sufficiency to Section 3 Residents. Implementation procedures may be amended periodically by WHA to ensure that the policy requirements are being met and/or to enhance the efficiencies of compliance.

II. APPLICABILITY

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section 3 regulations.
Section 3 requirements do not apply to projects and activities of WHA that do not receive any HUD funding, such as non-subsidized market rate developments owned by WHA. Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

III. DEFINITIONS

Please refer to the 24 CFR 135.5 for a full list of prevailing definitions found in the regulation.

RECIPIENT: Any entity which receives Section 3 covered funding, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, Public Housing Authority, Indian Housing Authority, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such recipient, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

CONTRACTOR: Any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

SUBCONTRACTOR: Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project.

NEW HIRES: Full-time employees for permanent, temporary, or seasonal employment opportunities.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE: All employment opportunities generated by the expenditure of Section 3 covered funding (i.e. operating funding, Development funding, and modernization funding) and with respect to Section 3 covered housing and community Development funding, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

SECTION 3 RESIDENT: A Section 3 resident is:
   A. A public housing resident or Housing Choice Voucher holder; or
   B. An individual who residents in the metropolitan area in which the Section 3 covered assistance is expended, and is a low-income person or a very low-income person.
METROPOLITAN AREA: The metropolitan area means a metropolitan statistical area (MSA) as established by the U.S. Office of Management and Budget. For WHA, the MSA area determined by HUD is the “Waco Housing Authority and Affiliates MSA” which includes residents of the non-metropolitan county.

LOW-INCOME PERSON: Families (including single persons) whose incomes do not exceed 80% of the median income for the area as determined by HUD.

Please refer to [www.huduser.org/portal/datasets/il.html](http://www.huduser.org/portal/datasets/il.html) for current, local Income Limit information.

- Select current year.
- Select “Access Individual Income Limit area”
- Select “click here for FY XXXX IL Documentation” (where XXXX is the current fiscal year)
- Select State & County

VERY LOW-INCOME PERSON: Families (including single persons) whose incomes do not exceed 50% of the median family income for the area as determined by HUD.

SECTION 3 BUSINESS CONCERN: A Section 3 business concern is one:

A. That is fifty-one percent (51%) or more owned by Section 3 residents; or

B. Whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or within three years of the date of first employment with the Section 3 business concern were Section 3 residents; or

C. That provides evidence of a commitment to subcontract a minimum of 25 percent of the total contract award amount (including any modifications) to Section 3 business concerns that meet the requirements described in A or B. Example: If the Contract Amount is = $1,000,000, contractor must subcontract at least 25% or $250,000 to Section 3 business concern(s) as defined in A or B in this part.

RESIDENT-OWNED BUSINESS (ROB): As described in 24 CRF Part 963, a resident-owned business is a business concern owned or controlled by public housing residents. “Owned and controlled” means a business (a) at least 51% owned and operated by a public housing resident; and (b) whose management and daily business operations are controlled by one or more such individuals. If for a specific procurement, WHA decides to elect the alternative procurement process found in 24 CFR Part 963 for a limiting the solicitation only to ROBs, the ROB must also meet the additional eligibility and other requirements described in the regulations.

SECTION 3 CLAUSE: The contract provisions set forth in 24 CFR 135.38 and which must be included in all Section 3 covered contracts.
SECTION 3 COVERED ACTIVITY: Any activity that is funded by Section 3 covered funding.

SECTION 3 COVERED ASSISTANCE: With respect to public housing authorities, Section 3 covered assistance means HUD assistance to which the obligation to provide training, employment, contracting, and other economic opportunities under Section 3 apply, including: (1) Public housing development assistance; (2) Public housing operating assistance; (3) Public housing modernization assistance; and (4) any other HUD funds, regardless of HUD program, utilized for the operation, modernization, or rehabilitation of public housing properties or developments as defined under statutes.

SECTION 3 COVERED CONTRACT: A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. “Section 3 covered contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a “Section 3 covered contract.”

SECTION 3 COVERED PROJECT: The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development funding.

SECTION 3 JOINT VENTURE: An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business Concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

V. SECTION 3 GOALS AND PREFERENCES

It is WHA’s policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 Residents:

When the Section 3 regulation is triggered by the need for new hires, WHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible
to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, WHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development or developments where the work is being performed (Category 1 residents).

2. Residents of other WHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by WHA (if applicable) (Category 2 residents).

3. Participants in Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (Category 3 residents).

4. Other Section 3 area residents (Category 4 residents).

B. Contracting Opportunities for Section 3 Business Concerns:

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, WHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

A. Building Trades: At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work maintenance, repair, modernization, or development of public housing to Section 3 business concerns.

B. Other contracts (non-building trades): For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades work.

When contracting opportunities are offered and all requirements are met and remain equal, WHA, contractors and subcontractors shall direct their efforts to contract/subcontract with Section 3 business concerns in the order of priority preference provided below:
1. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).

2. Business concerns that are 51 percent or more owned by residents of other public housing developments or developments managed by WHA or by holders of housing choice vouchers managed by WHA, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).

3. Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

4. Business concerns that are 51 percent or more owned by other section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs 1 and 2 above.

VI. SELF-CERTIFICATION OF SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

In order to receive preference as a Section 3 resident or a Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. WHA has developed self-certification forms for both Section 3 residents and Section 3 businesses and which are included as Section 3 Form #4 and Section 3 Form #2, respectively.

A Section 3 resident seeking preference in employment must fulfill the requirements/qualifications of the sought position. If asked, they also must provide evidence of their Section 3 status (e.g., receipt of public assistance, address of residency, etc.).

A Section 3 business concern seeking preference in contracting must submit evidence to demonstrate that they are responsible firms and have the ability to perform successfully under the terms and conditions of the proposed contract. If asked, they also must provide evidence of their Section 3 status.

It is important to note that all persons and/or business concerns are self-certifying their eligibility under Section 3 to WHA and to HUD, and that severe civil and/or criminal penalties may apply for false certifications.
VII. CONTRACTOR RESPONSIBILITIES IN MEETING SECTION 3 GOALS

All contractors are held to the same Section 3 compliance requirements of WHA as listed in Section V above (Section 3 Goals and Preferences). The WHA Section 3 policy requires that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor’s disposal must be made to the greatest extent feasible to direct all available employment, training and contracting opportunities to Section 3 residents based on the priorities described in Section V.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 Covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of every hiring, contracting, solicitation and recruitment effort:

A) Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media, and on the WHA website;

B) Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids and proposals by placing the following language in each advertisement/public notice and website, “This job/project is covered under the requirements of Section 3 of the HUD Act of 1968”

C) Notifying subcontractors in each pre-bid meeting of the Section 3 requirements;

D) Incorporating the full HUD mandated Section 3 clause directly into all contracts and subcontracts;

E) Providing “Section 3 Resident Self-Certification Forms” for employment at the contractor/subcontractor business offices and allowing applications to be submitted at appropriate local locations;

F) Encouraging the training of Section 3 residents by the subcontractors;

G) Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment. A list can be developed as a resource for contractors when seeking to hire Section 3 workers in the future;

H) Facilitating an opportunity fair annually for small contractors to meet large prime contractors interested in bidding work awarded by WHA;

I) Documenting actions taken to comply with Section 3 requirements including all results and impediments using the WHA prescribed mechanism or form;
J) Reporting on its efforts regarding Section 3 implementation using the WHA prescribed mechanism or form;

K) Refusing to award contracts to businesses or persons who have previously violated Section 3 requirements;

L) Posting all job sites funded by WHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than 24” x 24” in Black ink and specifically read: “This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low income persons in this community. Please contact [list the contact person name and number] for information on any Employment, Contracting, and Subcontracting opportunities.

M) Including the WHA Section 3 Policy in every Section 3 covered procurement.

N) All Section 3 covered procurements must be communicated to current and potential Section 3 contractors and residents as part of the bid process before final bids or applications are submitted to WHA and its contractors.

O) Any contractor or subcontractor self-certifying itself as a Section 3 business concern must maintain that status throughout the life of the contract. Any change in status must be reported to the Section 3 Coordinator immediately.

P) Exercising all efforts indicated below regarding notice, encouragement, and facilitation as indicated by the following:
<table>
<thead>
<tr>
<th>REQUIREMENTS</th>
<th>ADDITIONAL INFORMATION</th>
<th>WHEN EXECUTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NOTICE</strong> — Extra or greater efforts must be undertaken to make the low and very low-income persons in the project area aware of the existence of the opportunity before it is filled with non-Section 3 persons or businesses. This means the notice MUST be given in multiple methods (See Part VII of this policy for a list of methods) and documentation saved for audit purposes. As an example, contractors, sub-contractors and developers cannot simply call their normal service providers and contractors for bids without including a host of notices to other low-income people, groups and organizations locally and beyond before committing to any contracts or potential contracts. Remember to keep every document and record demonstrating your efforts for audit and verification. If there are no records verifying the efforts made, it will be assumed there were none. The contractor, sub-contractor, and developer will also have access to the WHA Section 3 Business Concern and Resident Listings as indicated in Part VI above.</td>
<td>This applies to all contracts using Section 3 covered assistance from HUD and begins prior to the securing of the first contract service related to the proposed project including, professional services such as legal, architecture, engineering, consultants, etc.</td>
<td>Give notice to residents and businesses before or while soliciting bids/proposals/employees Notice must be provided prior to the execution of any contracts via: publication, flyers, posters, social media, email, letters, web-postings and any other such method elected</td>
</tr>
<tr>
<td><strong>ENCOURAGEMENT</strong> — Contractors, sub-contractors and developers must be able to document they did something to encourage low-income people, the businesses they own and the businesses that substantially employ them to apply for their opportunities before filling them with non-Section 3 people or businesses. This includes activities such as hosting opportunity fairs for contracting and employment, informational sessions on how to achieve Preference in consideration or other verifiable methods designed to enhance participation by these groups. WHA requires that contractors, sub-contractors, and developers review and consider the listings of self-certified Section 3 residents and business concerns both initially and if new opportunities open during the contract life. However, contractors, subcontractors and developers should also do other encouragement and outreach efforts to the extent that new Section 3 person and businesses can be attracted and secured if qualified. There is no requirement to hire or contract any unqualified person or business.</td>
<td>These shall be in the form of: Opportunity Fairs, Meetings, Presentations, Inducements such as Transportation or Child Care Assistance, etc.</td>
<td>This is executed prior to every major contract and annually for all small purchases but definitely before awarding any contracts or employment</td>
</tr>
<tr>
<td><strong>FACILITATION</strong> — Contractors, sub-contractors, and developers must be able to provide documentation in the form of actual signed agreements or commitments to contract and employment verification like payrolls or offers of employment they facilitated in compliance with the actual award of contracts and/or employment based on what opportunity was available.</td>
<td>Most importantly you must use the attached forms when bidding and you must often mention Preference during meetings</td>
<td>It’s important this be done early so the contracting phase can begin immediately after confirmation of award</td>
</tr>
<tr>
<td></td>
<td>Because there are various phases of contracting in a project, this step must be central to the award of contracts</td>
<td>This must be completed at every step in the contracting and employment phase from pre-award through the life of the project.</td>
</tr>
</tbody>
</table>
As WHA does not execute subcontracts, WHA is reliant upon the compliance of its general contractors to execute an aggressive Section 3 initiative. If the overall Section 3 goals above cannot be met by the contractor, other training and economic opportunities may be provided to Section 3 residents and contractors when such opportunities are mutually beneficial to WHA and the specific group. These opportunities may be exercised only with written WHA prior agreement and satisfactory documentation explaining why employment or contracting respectively could not or should not be met.

However, contractors are expected to do everything possible and feasible to ensure all opportunities are directed to WHA residents first. This requirement includes all labor-regulated agreements with union contractors. Examples include:

1. Distributing or posting flyers advertising positions to be filled

2. Review and consider the Section 3 Resident List provided by WHA prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).

3. Notify the local workforce development board about open positions

4. Holding job informational meetings for residents, contractor, etc.

Additionally, WHA expects that contractors shall, to the greatest extent feasible, ensure that Section 3 new hires work approximately the same number of hours as other new hires in similar positions on the project.

Contractors must submit with any bid or proposal the prescribed forms describing the implementation of Section 3, including:

- Section 3 Form 1: Section 3 Clause
- Section 3 Form 2: Section 3 Business Concern Self-Certification form (for prime contractor and sub-contractors)
- Section 3 Form 3: Contractor Section 3 Assurance of Compliance and Action Plan

Contractors and subcontractors must keep on file all completed Section 3 Form 4: Section 3 Resident Self-Certification and Skills Data form for any and all applicants for positions you are hiring for related to the WHA project and for all Section 3 new hires.

In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 Preference requirements.
In evaluating compliance under this part, a contractor that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. Contractors also can indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements of this part.

Contractors must also report the following information to WHA regarding any new hires by contract or subcontract: (1) name of new hire; (2) position or title; (3) number of hours worked; (4) whether the new hire is a Section 3 resident; (5) which Section 3 priority preference category the Section 3 resident belongs to; (6) if the new hire is not a Section 3 resident or is a lower category Section 3 resident, the number of all Section 3 resident applicants passed over in favor of the non-Section 3 hire or the lower-category Section 3 hire.

VIII. OTHER ECONOMIC OPPORTUNITIES TO ACHIEVE CONTRACTOR COMPLIANCE

A. A contractor may provide one or more of the following "other economic opportunities" under this subsection:

i. Training and Employment: "Training and Employment" related opportunities would be designed to train and/or employ Section 3 residents at a minimum rate of 3% of total contract value. A detailed plan for training should be described in a written narrative and provided for WHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor may procure the training firm/individual at its expense to provide direct recruitment and solicitation to WHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to WHA's Section 3 Coordinator.

ii. Other Results-Oriented Economic Opportunities: "Other Results-Oriented Economic Opportunities" are results-oriented and quantifiable programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to WHA a plan detailing these "Other Results-Oriented Economic Opportunities" and receive an approval prior to implementation.
iii. Indirect Employment
Contractors and sub-contractors can provide indirect employment to WHA residents and voucher holders when hiring is triggered by the project but the best opportunity for longevity and sustainable employment is outside of the project. Indirect employment is defined as any real employment in a sustainable position with a reputable employer paying an hourly rate equal or greater than what would have been earned by the resident on the project when possible. Because we recognize the jobs created by our contracts are short term in most cases, we strongly encourage the triggering contractor to identify or develop indirect employment opportunities outside the project in local permanent employment environments. Such opportunities should not be in fast food or other fairly dead-end positions with extremely high turnover. Therefore, WHA staff must preapprove any indirect employment before residents are placed.

IX. INTERNAL HIRING FOR WHA STAFF POSITIONS:
The employment policy of the Waco Housing Authority and Affiliates (WHA) is to hire the best-qualified applicants and extend equal employment opportunity practices to all qualified individuals. The company will not discriminate on the basis of race, color, religion, sex, national origin, veteran status, disability, age or any other characteristic protected from discrimination by applicable federal, state or local law.

WHA complies with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, at least thirty-percent (30%) of the aggregate annual number of its internal new hires will be residents and other Section 3 eligible persons. WHA seeks to provide current staff with growth opportunities as well, and will allow for a one-week internal posting period before following the efforts listed in Part IV of this policy. See the WHA Human Resource Policy for all of the hiring practices.

X. COMPLAINTS:
This policy is governed by the 24 CFR Part 135 — Section 3 Regulation and any future changes thereto. Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following internet address: http://portal.hud.gov/hudportal/documents/huddoc?id=958.pdf
XI. SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work contractors and subcontractors including developers respond to in WHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Subcontracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the WHA Section 3 Action Plan.

WHA shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from WHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance. All pending payments will be held until the contractor comes into compliance.

B. If at any time a contractor fails to bring the contract into compliance, WHA must withhold all future payments until the contract is in compliance.

C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to WHA why it cannot meet compliance. WHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If WHA deems the cause to be unacceptable, at its option, WHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or

D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or WHA does not accept any of the contractor’s corrective plans or justifications for non-compliance, WHA must terminate the contract immediately. All funds due to the contractor shall remain held and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.
Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself shall meet compliance within seven (7) calendar days of contract start or WHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this section shall apply.

XI. COMPLIANCE MONITORING:

WHA will employ a very strong oversight of all its contracts and routine expenditures to ensure full compliance with Section 3 requirements. All major capital project payrolls will be monitored on a monthly basis to confirm no new hire triggers without full notice having been provided to WHA residents and if necessary, other community Section 3 residents. The WHA Section 3 coordinator’s contact information is:

Kaitlin Dragoo, CTPM
Procurement-Contract Compliance Officer
Waco Housing Authority & Affiliates
4400 Cobbs Drive
Waco, TX 76703
Phone: 254-752-0324 Ext 247
SECTION 3

INTERNAL DEPARTMENTAL PROCEDURES

FOR

Waco Housing Authority and Affiliates

4400 Cobbs Drive
Waco, TX 76703

NOTE: These procedures are specific to the implementation of the WHA Section 3 regulation and this policy and are not fully operating procedures for all departmental activities associated with WHA day-to-day operations.

Procedures revised as of: October 12, 2017
**Procedure Title: Section 3**

This operating procedure is tied to the WHA Section 3 Policy only and designed to achieve and maintain compliance with the HUD Act of 1968 revised 1992, 1994 and any compliance agreements in place upon its development and approval.

The procedures contained within are relative to the Section 3 daily operations in:

<table>
<thead>
<tr>
<th>Section</th>
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<tbody>
<tr>
<td>Section 1 - Internal Hiring</td>
<td>2</td>
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<td>Section 2 – Procurement and Contracting</td>
<td>4</td>
</tr>
<tr>
<td>Section 3 – Section 3 Fund</td>
<td>5</td>
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</table>

**Section 1 – Internal Hiring**

This procedure encompasses all employment types including full-time, part-time, long-term, short-term, temporary, and special assignments. In the process of seeking new employees for WHA, the following procedures should be followed in an effort to ensure as many employment opportunities for Section 3 residents as possible.

The employment policy of the Waco Housing Authority and Affiliates (WHA) is to hire the best-qualified applicants and extend equal employment opportunity practices to all qualified individuals. The company will not discriminate on the basis of race, color, religion, sex, national origin, veteran status, disability, age, sexual orientation, or any other characteristic protected from discrimination by applicable federal, state or local law.

WHA complies with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, at least thirty-percent (30%) of the aggregate annual number of its internal new full-time hires will be public housing residents and other Section 3 eligible persons. WHA seeks to provide current staff with growth opportunities as well and will allow for a one-week internal posting period before following the efforts listed below. See the WHA Human Resource Policy for all of the hiring practices.

When WHA department managers become aware of a new employment opportunity, WHA will follow this process to fill that position:

**STEP 1:** The position opening must be reported to Human Resources immediately.

**STEP 2:** There should be a determination of whether the position will be refilled or not. If not, Human Resources should make a note to the file that the position will not be refilled.

**STEP 3:** If however, the position will be filled, the Human Resources department (and the hiring manager when applicable) shall review the current position description to ensure it is accurate to the actual job duties being performed by the most recent person in that job. If a review of the position description warrants any modifications to the job description, those updated responsibilities must be made and approved by the hiring manager, Human Resources and any other required persons in the decision-making chain before the position is posted internally and externally.
STEP 4: Once the position description is completed and approved by all required persons, Human Resources shall post the position internally for seven (7) days through WHA normal resources so all employees have access to the position in the same time period. This allows for internal promotional opportunities and should allow for any existing staff interested in applying for the position to be able to submit their interest timely.

STEP 5: Once the internal posting period has expired, a review of all applicants should be conducted by Human Resources and the hiring manager. Once all qualifications have been considered and the most qualified candidate has been determined, Human Resources should review the application to confirm if the employee self-certified as a Section 3 resident on the application or whatever process is used to apply for the position. If the employee self-certified themselves as a Section 3 resident, human resources shall confirm the qualifying information. If the most qualified existing employee meets the Section 3 resident requirements, WHA shall offer the position to that qualified employee and not move forward with any further posting of that position. Section 3 compliance will have been achieved since a Section 3 resident was hired for the new opportunity.

STEP 6: If the best-qualified existing employee reviewed from the internal posting period does not meet Section 3 Preference but is best suited for the job, WHA should offer the position to that person. Once the person accepts the position, the process from STEP 1 should begin again based on the position being vacated by the employee.

STEP 7: If no internal employee qualifies for the position or if in the judgment of Human Resources and the hiring manager they would like to review additional candidates, it should now be opened up for public consideration.

STEP 8: To ensure WHA’s residents receive the greatest notice of the opportunity, the position notice should be posted in the community sources that are generally available to low-income residents and the general public. It is required that at a minimum of three (3) of the listed sources will be exercised at least once prior to extending an offer of employment to anyone not covered by Section 3 requirements from the public:

1. The local community newspaper (even if in non-English language)
2. The most widely distributed newspaper
3. WHA website
4. WHA properties management offices in a conspicuous location
5. Homeless service agencies
6. Local HUD-supported housing communities
7. Local Workforce Investment Board and local job centers
8. Other locations as approved by WHA
9. Email blast residents on the WHA Section 3 resident listing
10. Post notices on social media controlled by WHA

STEP 9: When timing allows, place a notice of the position(s) in any newsletters, notices, or bulletins.

STEP 10: Be certain to list that the position is a “Section 3 covered position under the HUD Act of 1968 and that public housing residents and other low-income individuals are encouraged to apply” in all notices.
STEP 11: The job application must include provisions to identify whether a candidate is entitled to Section 3 preferences.

STEP 12: In screening applications, all candidates that meet the qualifications for the position shall be reviewed. If a Section 3 resident is identified as a qualified candidate, all things being equal, preference for employment should be given to Section 3 residents based on the priority preference order described in the WHA Section 3 Policy, in Section V (Section 3 Goals and Preferences).

STEP 13: If WHA selecting officials select a job applicant who is not a Section 3 resident, or is in a lower Section 3 preference category than other applicants as defined in Section V (Section 3 Goals and Preferences) of the WHA Section 3 Policy, there must be a written explanation for such a hiring decision.

STEP 13: As a means of compliance, WHA may establish a contact relationship with any temporary employment agency or agencies as a prime contractor when properly procured. A requirement of the contract is that any person identified for placement by the temporary agency with WHA must complete the Self Certification form (Section 3 Form #4) clarifying their qualifications as a Section 3 resident. Any person certifying as a qualified Section 3 resident must be given preference for any WHA assignment based on the priority preference order described in the WHA Section 3 Policy, in Section V (Section 3 Goals and Preferences) provided they meet all other position requirements.

Section 2 – Procurement and Contracting

This policy on procurement procedures is relative only to Section 3 and is not designed to re-write the approved procurement policy for WHA. The general steps below regarding Section 3 apply to all Section 3 covered procurements by any WHA staff, REGARDLESS of dollar amount.

To encourage a greater pool of qualified Section 3 business concerns as well as Resident-Owned Businesses (ROBs) and to train all contractors on Section 3 provisions and requirements, WHA will implement outreach and training efforts targeting the business community and potential Section 3 business concerns. As described in the policy, WHA will also create or collaborate on a Section 3 business concern registry that will be available for WHA and/or potential contractors to use to identify possible qualified Section 3 businesses.

STEP 1: This step is only applicable when a public housing authority is involved in the transaction. During the development of any solicitation or work project that is a Section 3 covered procurement, there should be a determination by WHA as to whether or not the work can be and/or should be limited to Resident Owned Businesses (ROB’s) under the 24CFR Part 963.12 Alternative Procurement Method. If so, then STEPs 2-8 should be followed with respect for ROB’s ONLY. In the definition of ROB, “Owned and controlled” means a business (a) at least 51% owned and operated by a public housing resident; and (b) whose management and daily business operations are controlled by one or more such individuals. Whenever ROB status is sought, WHA staff shall verify such status by requesting address and ownership verification of the 51% Owner/Operator rule as stated in the HUD Act of 1968. Use of the Section 3 Form #2--“Section 3 Business Concern Self-Certification Form” is an acceptable statement of address and business data, when presented along with all other required incorporation documents including any letter of issuance of a Federal Employer Identification Number (FEIN) and state Articles of Incorporation.
STEP 2: WHA procurement staff will continue to solicit and compete procurements in accordance with its procurement policy, using the most appropriate given the size and type of procurement. Possible locations to use to promote procurements include:

1. The local community newspaper (even if in non-English language)
2. The most widely distributed newspaper
3. The Daily Reporter
4. WHA website
5. WHA property management offices in a conspicuous location
6. Emerging business enterprise (EBE) businesses such as MBEs, WBEs, etc.
7. Local HUD supported housing communities
8. Email blast to contractors on registry
9. If sufficient time, in flyers, newsletters, etc. to residents
10. Other locations as approved by WHA

STEP 3: All ads must include a notice that, "This contract opportunity is a Section 3 Covered Contract and any Section 3 Business Concerns are encouraged to apply."

STEP 4: All solicitations for Section 3 covered procurements must include the WHA Section 3 policy and forms for contractors to complete and return with their bids/responses.

STEP 5: In reviewing the solicitation responses, any contractors that are identified as qualified Section 3 Business Concerns should be reviewed, and if responsive and responsible, granted a preference in contracting after all other factors are considered. If one or more Section 3 business concern is identified as a qualified contractor, all things being equal, preference for contracting should be given to Section 3 business concerns based on the priority preference order described in the WHA Section 3 Policy, in Section V (Section 3 Goals and Preferences).

STEP 6: Where deemed by WHA Procurement staff as effective and efficient, Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be used, especially when many of the services procured are in small but constant quantities by the housing property staff. In such IDIQ procurements, Section 3 policies and preferences will fully apply.

STEP 7: In any Section 3 covered purchase order or contract, the full Section 3 clause is to be incorporated into the purchase order or contract.

STEP 8: In addition to the Section 3 clause, following language is to be added to all new contracts effective immediately:

"In addition to the regulations regarding Section 3 in 24 CFR Part 135, the parties to this contract agree to comply with the requirements of WHA's Section 3 Policy, which is attached to this contract."

STEP 9: Except in emergency procurements where time is of the essence, no contract will be entered into or be given permission to proceed unless and until the Section 3 plan provided by the contractor is deemed in accordance with Section 3 regulations and WHA Section 3 Policy.
STEP 10: The Section 3 Coordinator and WHA staff providing contract oversight will work together to:

- Continually communicate with the contractor the importance of hiring WHA residents and other Section 3 residents or providing training whenever possible.

- Monitor contractor-issued payrolls for any new hires not in compliance with Section 3 requirements and WHA’s Section 3 policy.

- Monitor every contractor-submitted pay request for any subcontractors not in compliance with Section 3 requirements and WHA’s Section 3 policy.

- Deviation from the contractor’s approved Section 3 plan that results in noncompliance with Section 3 may result in termination of a contract.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in WHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the WHA Section 3 Action Plan.

WHA shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from WHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.

B. If at any time a contractor fails to bring the contract into compliance, WHA must withhold all future payments until the contract is in compliance.

C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to WHA why it cannot meet compliance. WHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If WHA deems the cause to be unacceptable, at its option, WHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or
D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or WHA does not accept any of the contractor’s corrective plans or justifications for non-compliance, WHA must terminate the contract immediately. All funds due to the contractor shall be held and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself shall meet compliance within seven (7) calendar days of contract start or WHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this section shall apply.

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SECTION 3

REQUIRED CONTRACTOR FORMS

FOR

Waco Housing Authority and Affiliates

4400 Cobbs Drive
Waco, TX 76703

NOTE: These forms are specific to the implementation of the WHA Section 3 regulation and this policy and are required for all departmental contracting activities associated with WHA including day-to-day operational service purchasing.

Material and supply only contracts are exempt from the requirements of Section 3. All contracts that include any service at all, other than just materials delivery, are covered and these forms must be returned before any contract is signed or service initiated.

Forms revised as of: October 12, 2017
**REQUIREMENTS**  
*Applicable to all awards and contracts DESPITE AMOUNT*

<table>
<thead>
<tr>
<th>NOTICE</th>
<th>ADDITIONAL INFORMATION</th>
<th>WHEN EXECUTED</th>
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<td>Extra or greater efforts must be undertaken to make the low and very low-income persons in the project area aware of the existence of the opportunity before it is filled with non-Section 3 persons or businesses. This means the notice MUST be given in multiple methods (See Part VII of this policy for a list of methods) and documentation saved for audit purposes.</td>
<td>This applies to all contracts using Section 3 covered assistance from HUD and begins prior to the securing of the first contract service related to the proposed project including professional services such as legal, architecture, engineering, consultants, etc.</td>
<td>Give notice to residents and businesses before or while soliciting bids/proposals/employees</td>
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As an example, contractors, sub-contractors and developers cannot simply call their normal service providers and contractors for bids without including a host of notices to other low-income people, groups and organizations locally and beyond before committing to any contracts or potential contracts.

Remember to keep every document and record demonstrating your efforts for audit and verification. If there are no records verifying the efforts made, it will be assumed there were none. The contractor, sub-contractor, and developer will also have access to the WHA Section 3 Business Concern and Resident Listings as indicated in Part VI above.

<table>
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<th>ENCOURAGEMENT</th>
<th>WHEN EXECUTED</th>
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<td>Contractors, sub-contractors and developers must be able to document they did something to encourage low-income people, the businesses they own and the businesses that substantially employ them to apply for their opportunities before filling them with non-Section 3 people or businesses. This includes activities such as hosting opportunity fairs for contracting and employment, informational sessions on how to achieve Preference in consideration or other verifiable methods designed to enhance participation by these groups.</td>
<td>These shall be in the form of: Opportunity Fairs, Meetings, Presentations, Inducements such as Transportation or Child Care Assistance, etc.</td>
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WHA requires that contractors, sub-contractors, and developers review and consider the listings of self-certified Section 3 residents and business concerns both initially and if new opportunities open during the contract life. However, contractors, subcontractors and developers should also do other encouragement and outreach efforts to the extent that new Section 3 person and businesses can be attracted and secured if qualified. There is no requirement to hire or contract any unqualified person or business.

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<td>Contractors, sub-contractors, and developers must be able to provide documentation in the form of actual signed agreements or commitments to contract and employment verification like payrolls or offers of employment they facilitated in compliance with the actual award of contracts and/or employment based on what opportunity was available.</td>
<td>Because there are various phases of contracting in a project, this step must be central to the award of contracts</td>
</tr>
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</table>

It's important this be done early so the contracting phase can begin immediately after confirmation of award.
Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I have read and understand these requirements of this Section 3 funded project:

Business Name: ________________________________

Business Address: ________________________________

Print Name: ________________________________

Signature ________________________________ Date ________________________________
Section 3 Form #2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Please return this form to the following address: The WHA's Section 3 Self-Certification
Kaitlin Dragoo, CTPM For assistance completing these forms, please
Procurement-Contract Compliance Officer Email: kaitlind@wacopha.org
Waco Housing Authority & Affiliates Phone: 254-752-0324 Ext 247
PO Box 978 Waco, TX 76703

Section 3 Business Criteria: Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, “Section 3 Resident Self-Certification Form.”

☐ 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.

☐ 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.

☐ 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Waco Housing Authority and Affiliates that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

☐ My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.

☐ My business is not a Section 3 business.

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<tr>
<th>Signature:</th>
<th>Date Signed:</th>
</tr>
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<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<table>
<thead>
<tr>
<th>Company Name</th>
<th>Email:</th>
</tr>
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<table>
<thead>
<tr>
<th>Address</th>
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<table>
<thead>
<tr>
<th>Telephone Number</th>
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<table>
<thead>
<tr>
<th>Type of Business:</th>
<th>(Check One):</th>
<th>Corporation</th>
<th>Partnership</th>
<th>Sole Proprietorship</th>
<th>Other</th>
</tr>
</thead>
</table>
PART I: Purpose: To ensure that regulations promulgated under 24 CFR Part 135 "Economic Opportunities for Low- and Very Low-Income Persons" is met, WHA has developed and approved a Section 3 Policy. Information on specific compliance with Section 3 is found in WHA's Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the 'assurance of compliance' certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by WHA.

Name of Business: __________________________

Business Address: __________________________

Contract Name/Solicitation #: __________________________

Total amount of Bid: __________________________

PART II: PRIOR COMPLIANCE CERTIFICATION

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

_________________________________  __________________________________  _____________
Signature/Title                      Print Name                          Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
☐ I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Skip to the attestation and notarized signature on the final page of Section 3 Form #3.

IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, YOU MUST IMMEDIATELY CONTACT YOUR WHA CONTRACT CONTACT OR KAITLIND@WACOPHA.ORG or 254-752-0324 EXT 247.
PART IV: CONTRACTING/SUBCONTRACTING NEEDS:

If you plan to subcontract, please list the proposed subcontractors and amounts below. Attach a Section 3 Business Concern Self-Certification form for each Section 3 Business identified.

<table>
<thead>
<tr>
<th>Sub-contractor Name</th>
<th>Work to be performed (Building trade or Other type of work)</th>
<th>Section 3 Business? Yes/No</th>
<th>Contract Amount</th>
<th>% of Total Contract</th>
<th>M/W/DBE?</th>
</tr>
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<tbody>
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</tbody>
</table>

Use an additional sheet if required

Total amount to be sub-contracted to Section 3 Business Concerns: $____________

Percentage of total $ value of bid/contract: ______________

IMPORTANT: Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to Section 3 business concerns and shall immediately contact your WHA contract contact.
PART V: WORKFORCE NEEDS AND HIRING PLAN

Preliminary Statement for Workforce Needs: WHA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and business concerns during the course of your contract funded by WHA via its contractors. Please list the status of all planned employment position and opportunities for this contract. Preference for all opportunities must be given to low- and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify WHA or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.

<table>
<thead>
<tr>
<th>1. List Job Title/Trade</th>
<th>2. Total # of Employees Needed to complete Scope of Work by Job Title</th>
<th>3. Total # from Current Staff</th>
<th>4. Of the total # in column (3), how many are Section 3 Hires within the past 3 years?</th>
<th>5. Total # of New Hires Needed (Column 2 - Column 3)</th>
<th>6. Total # of New Hires expected to be Section 3 Residents</th>
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**TOTALS**

*Use an additional sheet if required*
Outreach Plan:
Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement. Check at least three (3) other methods you will employ:

☐ The local community newspaper(s)
☐ The most widely distributed newspaper
☐ WHA website
☐ WHA properties management offices in a conspicuous location
☐ Homeless service agencies
☐ Local HUD-supported housing communities
☐ Local Workforce Board
☐ Other locations as approved by WHA
☐ Email blast residents on the WHA Section 3 Resident List
☐ Post notices on social media controlled by WHA

Documentation of "To the Greatest Extent Feasible":

The contractor will work with WHA Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with WHA by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from WHA's Section 3 area, based on the priority order in WHA's Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. WHA's contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.

2. Review and consider the Section 3 Resident List provided by WHA prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).

3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.
Recordkeeping:
The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to WHA, its staff, or agents.

Reports:
The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:
The contractor will certify that any vacant employment positions, including training positions filled...

(1) After the contractor is selected but before the contract is executed; and
(2) With persons other than Section 3 residents

...were not filled to circumvent the subcontractor’s obligations under 24 CFR Part 135.

Other Economic Opportunities:
If a contractor has demonstrated that it has no need or plans to subcontract or hire, or that can demonstrate that it has attempted, to the greatest extent feasible, to meet Section 3 hiring and contracting goals but cannot, may provide other economic opportunities to Section 3 residents and business concerns as described in the WHA Section 3 Policy. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities. A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:
The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.
Section 3 Form #3: SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES (p. 6/7)

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in WHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with the WHA Section 3 Action Plan.

WHA shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from WHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.

B. If at any time a contractor fails to bring the contract into compliance, WHA must withhold all future payments until the contract is in compliance.

C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to WHA why it cannot meet compliance. WHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If WHA deems the cause to be unacceptable, at its option, WHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or

D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or WHA does not accept any of the contractor's corrective plans or justifications for non-compliance, WHA must terminate the contract immediately. All funds due to the contractor shall be held and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself shall meet compliance within seven (7) calendar days of contract start or WHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this section shall apply.
ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: ____________________________________________

Name of Authorized Officer: __________________________________________

Title of Authorized Officer: ___________________________________________

_________________________________________    ________________
Signature                                           Date

NOTARY REQUIRED

STATE:                                     COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, ____________________________, whose named as ________________________________

(Title) of ____________________________ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as ____________________ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _______ day of ________, 20__.

__________________________________________  My Commission Expires: ____________________________ {SEAL}

Notary Public
Section 3 Form #4- SECTION 3 CONTRACTOR SELF-CERTIFICATION FORM (Page 1 of 3)

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Printed Name of Individual: ________________________________

My home address is (must be a street address and NOT a P.O. Box number):

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Apt Number</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Phone #: __________________________ Email Address: __________________________

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

To qualify as a Section 3 Resident, you must meet one of the following standards:

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by WHA; OR

2. Be a low income or very low income person who resides in a county where Waco Housing Authority and Affiliates is located; these counties include McLennan, Hill, Johnson, Somervell, and Limestone; and whose total household income does not exceed the following amounts:

Table of Adjusted Low Income for Waco Housing Authority and Affiliates

**McLennan County**

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Income</td>
<td>31,400</td>
<td>35,850</td>
<td>40,350</td>
<td>44,800</td>
<td>48,400</td>
<td>52,000</td>
<td>55,600</td>
<td>59,150</td>
</tr>
</tbody>
</table>

**Hill County**

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Income</td>
<td>30,350</td>
<td>34,700</td>
<td>39,050</td>
<td>43,350</td>
<td>46,850</td>
<td>50,300</td>
<td>53,800</td>
<td>57,250</td>
</tr>
</tbody>
</table>
### Johnson County

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
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</thead>
<tbody>
<tr>
<td>Household Income</td>
<td>40,000</td>
<td>45,700</td>
<td>51,400</td>
<td>57,100</td>
<td>61,700</td>
<td>66,250</td>
<td>70,850</td>
<td>75,400</td>
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</table>

### Somervell County

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household Income</td>
<td>37,600</td>
<td>43,000</td>
<td>48,350</td>
<td>53,700</td>
<td>58,000</td>
<td>62,300</td>
<td>66,600</td>
<td>70,900</td>
</tr>
</tbody>
</table>

### Limestone County

<table>
<thead>
<tr>
<th>Family Size</th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
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</thead>
<tbody>
<tr>
<td>Household Income</td>
<td>30,350</td>
<td>34,700</td>
<td>39,050</td>
<td>43,350</td>
<td>46,850</td>
<td>50,300</td>
<td>53,800</td>
<td>57,250</td>
</tr>
</tbody>
</table>

(Check all that apply):

- ☐ I am a public housing resident (Name of housing development: ____________________) and claim a Section 3 Preference

- ☐ I am a Section 8 rent assistance participant with WHA (have a Housing Choice Voucher) and claim a Section 3 Preference

- ☐ I live in the service area of the Housing Authority (Name of County ____________________) and claim a Section 3 preference.

- ☐ I do NOT claim a Section 3 preference
I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Waco Housing Authority and Affiliates that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD.

______________________________
Signature

______________________________
Date
Disposition Policy
DISPOSITION POLICY

It is the policy of Waco Housing Authority that all personal property (property other than land and buildings purchased with Authority funds) that has become worn or damaged beyond economical repair, or that is no longer useful for the original purpose, or that has no use in any of the operating units of WHA shall be disposed of as provided herein.

The President/CEO, or a designee, is hereby authorized to award sales of personal property subject to the following limitations:

- When the estimated market value of personal property to be sold is less than $5,000.00, the Authority shall make an attempt to receive a reasonable value through reasonable sales channels through negotiation with known interested parties through print or online classifieds.

- When the estimated market value of the personal property to be sold exceeds $5,000.00, sale shall be made on the basis of a commercially reasonable bidding process.

Personal property may not be destroyed, abandoned, or donated until a reasonable effort has been made to sell it. Broken, obsolete or worn out property will be disposed of if it is of no value.

Obsolete or worn out personal property being replaced shall, to the greatest extent possible, be offered in trade as part of the purchase of the replacement.

A copy of documentation in support of destruction, abandonment or donation, shall be retained as part of the records.
Criminal, Drug Treatment, and Registered Sex Offender Classification Records Management Policy
1.0 PURPOSE
In the course of its regular operations, Waco Housing Authority & Affiliates comes into possession of criminal records as well as records of drug treatment or registered sex offender status of both residents and applicants. While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

Waco Housing Authority & Affiliates may also be called upon to perform criminal record checks regarding applicants for, or tenants of, housing that receives project-based assistance in the jurisdiction of the Housing Authority. The authority shall maintain the records received for these residents or applicants in the manner prescribed by this policy. Such records will not be made available to the owner of the subject property, but will be used to make recommendations to the owner based on criteria supplied by the owner.

2.0 ACQUISITION
All adult applicants and residents shall complete the Waco Housing Authority & Affiliates Authorization for Release of Police Records when they apply for housing. Through its cooperative agreement with the Waco Police Department, the Housing Authority will request a check of local records as well as a National Criminal Tracking Center and multi state data base search for a criminal history of any applicant and resident. This check is done for the purpose of screening applicants for housing and resident for continued occupancy.

3.0 MAINTENANCE
Waco Housing Authority & Affiliates will keep all criminal records or records of drug treatment or sex offender status that are received confidential. These records will be used to screen applicants for housing or tenants for continued occupancy or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in the application lease up process or in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records of drug treatment or registered sex offender status will be kept in a file separate from other application or eviction information. These criminal record files will be maintained in a different cabinet that is locked and kept in a secure location. Only specified employees shall have access to this cabinet.

4.0 DISPOSITION
The records shall be destroyed once action is taken on the application for housing and any grievance hearing or court proceeding has been completed and the action is finalized. A notification of destruction will be maintained.
Contingency Plan for President/CEO Emergency/Incapacity
Contingency Plan for President/CEO Emergency/Incapacity

These procedures are to be followed in the event that the President/CEO of the Waco Housing Authority is no longer available to the Authority on a temporary or permanent basis in the event of an emergency, accident, illness or other incapacity.

1. Executive staff will notify the Board of Commissioners Chairman and Vice Chairman that the President/CEO has been incapacitated. They will notify the Chair and Vice Chairman that the designated second is in place and proceeding with WHA work as planned.

2. The designated second will keep the Chair and Vice-Chair updated on the President/CEO's condition. The designated second must also notify HUD Ft. Worth that the President/CEO is temporarily unavailable and share the condition and anticipated length of absence.

3. If it is determined that the President/CEO will only be temporarily unavailable and have an anticipated length of absence, the designated second will act as the Acting/Interim President/CEO and function with the authority of the President/CEO.

4. If the President/CEO is permanently unavailable, the designated second will assist the Chair and Vice-Chair in taking the steps necessary to hire a new President/CEO. This may include contacting industry organizations to assist in notifying qualified personnel of the opening.

5. The designated second will also assist in setting up interviews with the Board of Commissioners (a quorum must be present), checking background information, references, etc.

6. The Board of Commissioners must also remember that once they hire a new President/CEO and the probationary period is successfully achieved, the President/CEO will have the full power, authority and autonomy to run the day to day operations of the agency as they deem necessary.

7. The Board’s primary responsibility is to review, approve and adopt policy and budgets of the agency and to ensure they are compliant with all established HUD rules and regulations. They are not there to micro-manage, by involving themselves in day to day operations.
Changes to the Personnel Policy
maternity leave.

i. Employees may be granted paid paternity leave from accumulated vacation or
   sick leave or paternity leave without pay.

13. Absence without Authorization
    a. An employee failing to report for duty or remain at work as
       scheduled without proper notification, authorization, or excuse shall be
       considered absent without leave and shall not be paid for the period involved.
    b. Absence without leave in an employee's schedule constitutes
       abandonment of duties, which may result in suspension or dismissal.

14. Continuing Education
    Any staff member of the Authority attending school to further their education in
    order to improve their performance in their respective positions may apply to the
    President/CEO for necessary flexible working hours if class scheduling
    necessitates. Any approval, by the President/CEO, of flexible hours must be in
    writing. This benefit will only be available dependant on agency funding.

    Employees may apply for a training or school loan from the Authority once they
    have been employed by the Housing Authority full time for one year. The amount
    of school loans approved by the Housing Authority per semester will not exceed
    $1000.00 per semester. Employees who attend and complete training or
    schooling as scheduled must furnish proof of completion (certificate or letter from
    the institution providing training or schooling). If such training or schooling is not
    completed as scheduled due to non-attendance, expulsion, or any neglect on the
    part of the student, the Authority shall be reimbursed for the expenses, tuition
    and other related expenses incurred.

    Employees must provide supervisors with a copy of grades at the end of each
    semester as the Housing Authority will not pay for any classes below a "C" or
    "2.0" for the class. Employees who cannot meet this criteria will need to
    reimburse the Housing Authority for any class taken and completed below a "C-
    " or "2.0".

    This training or school loan will be considered a forgivable loan between the
    Authority and the employee. 25% of the loan will be forgiven for each six months
    of continued employment after successful completion of the training or schooling.
    After two (2) years the loan will be completely forgiven. If the employee leaves
    the Authority prior to the repayment of the loan, the employee will reimburse the
    Authority for the balance owed on the loan from the employee's final pay.
    The President/CEO must approve all training.

15. Family Medical Leave
    All employees who have worked for at least twelve (12) months (at least 1250
    hours in last 12 months) are eligible to receive a total of twelve (12) weeks of
    unpaid leave during any twelve (12) month period for one or more of the
    following:
    a. The birth of a child
    b. Placement of a child for adoption or foster care
    c. Caring for a spouse or significant other, child or parents with
       a serious health condition
    d. A serious health condition of the employee.

    Employees who have accrued paid leave time are required to apply any such
    available time to this twelve (12) week period. When accrued paid leave is
    exhausted prior to the twelve (12) week period, the remainder of the leave time
    will be without pay.

    Leave relating to a serious health condition of the employee or a
    spouse/significant other, child, or parent may be taken intermittently or with a
    reduced work schedule if it is medically necessary. Employees may not take
D. Absence from Work

1. Notice of Absences
   From time to time, it may be necessary for an employee to be absent from work. Permission to be absent must be obtained from your immediate supervisor or President/CEO in advance. Such permission is necessary whether or not the employee will be gone the whole day or simply absent from work for a period of time, such as for a doctor's appointment. In cases of emergency, you must telephone your supervisor or the central office prior to normal starting time. You must personally telephone your supervisor prior to normal starting time if you are going to be absent or late. A call from your spouse, mother, or child is not acceptable unless you are physically unable to call. Your failure to report to work without notice is a serious matter, and will not be tolerated. If you are absent from work for one or consecutive full shifts without proper notification, you will be considered to have voluntarily resigned your position and your employment may be terminated at the discretion of the President/CEO.

   In situations where an employee has a doctor's written designated time off, that employee needs to inform their immediate supervisor of the designated time off and that employee is not required to call in every day. Their excused absence will reflect the number of work days designated by the doctor's written designated time off.

2. Authorized Leave of Absence
   All requests for leave of absence shall be submitted in writing to the President/CEO.

3. Holidays
   The following 9 holidays with pay shall be observed:
   - New Year's Day
   - Martin Luther King, Jr.
   - President's Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Columbus Day
   - Thanksgiving Day
   - Christmas Eve
   - Christmas Day

   Other days, as may be declared by the City Council, may be adopted by the Board of Commissioners as official holidays for Authority employees and all holidays will be observed in accordance with the following provisions:
   a. As many employees as possible shall be given each holiday off consistent with the maintenance of essential Authority functions.
   b. Full-time regular employees shall be entitled to paid holiday.
   c. Part-time regular employees shall be entitled to holiday pay to the extent they would have worked for the holidays.
   d. Temporary employees may be given unpaid holidays.
   e. An employee who works on an official holiday as directed shall be paid overtime (2 times his/her regular hourly rate). To be entitled to holiday pay, employee must work or be on approved annual authorized leave either on the work day before or the work day after such holiday.

Reference Sec. 3, paragraph E. Holidays and Emergencies

f. If a holiday falls on a Saturday, the preceding Thursday shall be observed, and if a holiday falls on Sunday, the following Monday shall be observed.

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general public, is prohibited. An employee who is an officer, director, agent, or member of or owns a controlling interest in any corporation, firm, partnership, or other business entity which has business dealing with the Authority shall file a sworn statement disclosing such interest and shall refrain from participation in selection or supervision of any such business dealings.

Employees will be required to complete and sign the included "Conflict of Interest" form provided by the Authority. A new form must be submitted every calendar year or when any changes in the information supplied on the original form necessitate a new form being filed with the Authority. If it appears that a conflict may exist, such apparent conflict will be reviewed and considered in accordance with published conduct and ethics policies, on a case by case basis.

G. Grounds for Discipline
Disciplinary action may be administered for cause by the President/CEO as he/she determines to be appropriate. Cause for discipline includes, but is not limited to illegal, unethical, abusive, or unsafe acts, violation of rules, regulations, policies, or procedures; insubordination, inefficiency, neglect or abandonment of duties; participation in prohibited political activity or solicitation, abuse of sick leave or other benefits; tardiness or absence without leave; falsification of official documents or records, unauthorized use of or disclosure of official information, decrease in work production due to use of personal cell phones during work hours.

H. Types of Discipline
The type of discipline applied shall be consistent with the nature of the offense or deficiency. The Authority believes in, and practices, progressive discipline. Formal discipline includes:

1. Oral and/or written reprimand
2. Temporary suspension without pay
3. Demotion
4. Dismissal

Although progressive discipline is WPA policy, it is not necessary that all levels be employed in every situation. Some situations may warrant immediate dismissal.

I. Suspension
1. In the interest of positive discipline, an employee may be suspended without pay as provided by Section 4, paragraph E. Such action may be initiated by the employee's supervisor but must be approved in advance by the President/CEO.
2. A notice of suspension must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance or conduct. The notice of suspension shall be permanently retained in the employee's official personnel file. An employee suspended for disciplinary reasons will not accrue vacation or sick leave during the period of suspension. Disciplinary suspension without pay will be a minimum of 3 days, not to exceed 6 days.

When employees are under investigation for a criminal violation, or awaiting hearing or trial for alleged criminal violation, they may be suspended without pay for the duration of such investigation and/or while awaiting and during the time of such trial; when such suspension would be in the best interests of the Authority and the Public. The suspended employee will not accrue any vacation or sick leave during the period of suspension. If employees are cleared and/or acquitted of such charges, they shall be entitled to normal active status as an Authority employee, and shall be credited with vacation and sick leave accrued during the period of suspension and shall be paid full salary for the period of suspension.
appropriate administrator at each level shall respond to the employee within seven days of a complaint conference. The employee has seven days after receiving a response to appeal to the next level. The complaint shall be considered concluded if the employee does not appeal within the time limit.

Procedures
Level One
Any employee having a complaint shall meet with the immediate supervisor within fifteen days of the time the employee first knew, or should have known, of the event or series of events causing the complaint. In the event that the director is not the immediate supervisor, level two must proceed through the appropriate chain of command.

Level Two
If the outcome of the complaint conference at Level One is not to the employee’s satisfaction, the employee may meet with the President/CEO Vice President of Operations to discuss the complaint within seven days after receiving the response from the immediate supervisor to discuss the complaint.

At or prior to the conference meeting with the President/CEO/Vice President of Operations, the employee shall submit a written description of the decision or action complained of at the complaint, the date it occurred, the remedy sought, and the date the employee conferred with the immediate supervisor.

Level Three
If the outcome of the complaint meeting at Level Two is not to the employee’s satisfaction, the complaint will be forwarded to the Board of Commissioners’ Executive Session the employee may meet with the President/CEO to discuss the complaint within seven days after receiving the response from the Vice President of Operation.

Level Four
If the outcome of Level Three is not to the employee’s satisfaction, the complaint will be forwarded to the Board of Commissioner’s Executive Session.

Executive Session (a closed meeting) may be held in accordance with Subchapter D, Sections 551.071, 551.072, 551.073, 551.074, 551.075 and 551.076 of the Open Meetings Act. These sections respectively relate to 1) consultation with your attorney, 2) deliberation on real Property, 3) deliberation on a prospective gift, 4) Personnel matters, 5) conference with an employee, and 6) deliberation on security devices.

10. Other Matters

A. Common Law Relationships (Name Changes & Benefits)
   A sworn Declaration and Registration of Informal Marriage certificate from the Courthouse of residence must be submitted to the Human Resource Officer along with substantiating documentation including a new social security card and new driver’s license before Personnel records will be changed. The documentation must be submitted before adding a spouse/child to the employee’s benefit package.

B. Reinstatement
   Former employees who resigned in good standing may be rehired in their former type of position following resignation provided that the final Personnel Action Form shows employee left in “good-standing”, provided that persons remain qualified to perform the
duties of the position, provided the position is available, and that such reinstatement would be in the best interest of the Authority.

C. Employee Benefit Programs

1. Retirement Plan & Life Insurance
   In order that employees may earn some security for themselves and their families, IRA or HUD qualified retirement plan is in operation. Retirement plan requirements and benefits will be provided to all employees at time of employment. Employees become eligible for the current retirement plan on the 1st of the month following the completion of 90 consecutive days of employment and participation in the retirement program is mandatory. The amount to be contributed by an employee is 4.5% on a pre-tax basis of his/her salary. An additional 1% is a mandatory contribution by employee to purchase life insurance for 1.5 times his/her salary on an after-tax basis. Waco Housing Authority & Affiliates also offers a 401K Deferred Comp. Plan that is a voluntary tax deferred plan (pre-tax). All employees shall participate in the Social Security Act.

2. Medical & Dental Insurance
   Regular full-time employees are covered under a group comprehensive medical program. For single employee medical coverage, Waco Housing Authority & Affiliates pays 85% of the premium and the employee pays 15%. For family medical coverage, Waco Housing Authority & Affiliates pays 70% of the premium and the employee pays 30%. For single dental coverage, Waco Housing Authority & Affiliates pays 100% of the premium. For family dental coverage, the employer pays a small monthly fee, and the remaining premium is paid by Waco Housing Authority & Affiliates. Coverage commences on the 1st of the month following 60 consecutive days of employment. Payroll deductions for such coverage will begin thirty (30) days in advance of effectiveness of coverage. See Human Resources for more details for the following:
   - Waiver of Insurance for regular full time employees
   - Open Enrollment
   - Removal of Family from insurance coverage

   The President/CEO will waive the health and dental care probationary period for any part-time or temporary employee whom has had continual employment with WHA & Affiliates or temporary employment thru a contract agency for a period of 60 days or more prior to being made a regular employee. All other waiting periods remain in force.

   A sworn Declaration and Registration of Informal Marriage certificate from the Courthouse of residence must be submitted to the Human Resource Officer along with substantiating documentation including a new social security card and new driver’s license before a spouse/child will be added to the employee’s benefit package.

3. Long Term Disability Insurance
   Regular full-time employees are covered under a group long term disability insurance program at no cost to the employee. Coverage commences on the 1st of the month following 60 consecutive days of employment.

4. Sick Leave Incentive Payment Policy
   With the approval of the President/CEO once a year on September 30th, or the last working day prior to that date, employees with sick leave balances in excess of 120 hours may apply, in writing, through their Department Supervisor, to trade sick leave hours at a rate of 1½ to 1 and receive a sick leave incentive payment check in addition to their regular paycheck the first pay day in December. All
Supervisors must have all requests to the Finance Department by the end of the day (September 30th or fast working day to that date).
The maximum hours that an employee can trade is 480 hours, which, at a rate of 2 to 4, will result in a one-week payment at their current pay rate. Any amount of hours traded less than 480 hours must be traded in multiples of 120 sick leave, hours which equates to 10 hours of pay.
The employee's sick leave balances will be reduced by the number of hours traded after the trade request is processed.
Employees must be on the employee roster the first payday in December to take advantage of this benefit. Termination of employment between September 30th and the first payday in December will also terminate your request for this benefit.

Continuation of Medical Insurance
Under state and/or federal law, employees, their spouses and/or dependents who have group medical benefits may have the right to continue their group medical benefit coverage after it would otherwise terminate due to the termination of employee's employment, a reduction in the employee's hours, divorce, or the death of the employee. The employee, spouse and dependents must notify the office of any divorce and also of their desire to retain benefit coverage after any divorce, death, or termination of employment or loss of benefit coverage. Further details are available from Human Resources and the group medical benefit company. Termination of benefit programs must be done in writing in compliance with IRS regulations governing qualified cafeteria plans and with the approval of the President/CEO.

Cafeteria Plan
This plan gives all employees the opportunity to choose certain options that the dependent portion of health/dental care premiums to be paid instead of the employee receiving that amount in salary. This may allow the premiums to be considered as "pre-tax" dollars, thus allowing the employee to pay the premium without requiring social security or federal income taxes to be paid on the amount of such premium.

Worker's Compensation
The Authority provides worker's compensation insurance for all its employees. This insurance provides for medical expenses and a weekly payment to the employee if he or she is absent from work for more than seven days because of an injury on the job. Just as jobs cannot be held open indefinitely for employees hurt off the job, it is the policy for the Authority that an employee who is injured on the job and cannot return to work because of such injury for a period of six months may be terminated and replaced.

Authority Procurement Requirements
All Authority procurement involving employee benefit plans will be subject to the procurement requirements of the Federal government.

Authority Contributions to Benefit Plans
Unless regulated by law, Authority contributions to employee benefit plans will be subject at all times to the availability of funds. If the adoption of a new plan or the revision of an existing plan would create an over run of controlled accounts, the Authority will submit a budget revision to the HUD Field Office. The revisions will reflect any significant changes (increases or decreases) in all budget receipts and expenditures.

Authority Expenses for Benefit Plans
Authority expenses for employee benefit plans shall be charged to individual programs or projects (including non-Federal programs or projects) on the same basis which is used to distribute compensation, unless another distribution formula, approved by HUD, would be more equitable.

D. Social Security
All employees of the authority are covered under Social Security and a percentage of your salary is deducted. The Authority also contributes at the rates set by Federal Law.
13. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION POLICY

Affirmative action shall be taken to ensure equal employment opportunity in the Authority. Discrimination against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration or membership in employee organizations because of race, color, religion, age, sex, national origin, marital status, or other non-merit factors is prohibited.

14. EEO COMPLAINT PROCESS

Will also serve as the Section 504 Complaint System

A. This subsection presents the Authority's procedures for processing complaints of discrimination based on race, color, religion, sex, handicap, or national origin. The steps for processing a complaint are outlined below:

1. EMPLOYEE contacts Housing Authority EEO Office/Counselor within 30 calendar days of alleged discriminatory action. COUNSELOR has 21 days to attempt informal resolution.
   If final counseling interview is not completed in 21 days, COUNSELOR must on 21st day give written notice of right to file complaint any time up to 15 calendar days after final interview.

2. If informal resolution fails, EMPLOYEE may file formal complaint with PRESIDENT/CEO within 15 calendar days of final interview with COUNSELOR.

3. PRESIDENT/CEO assigns INVESTIGATOR from jurisdiction of PHA other than that in which complaint arose.

4. Investigation conducted; COMPLAINANT given copy of investigative file.

5. PRESIDENT/CEO provides opportunity for informal adjustment.

6. If adjustment not made, PRESIDENT/CEO notifies COMPLAINANT in writing (1) proposed disposition, (2) right to hearing and decision by PHA BOARD without a hearing.

6. If COMPLAINANT does not reply within 15 calendar days, the PRESIDENT/CEO may adopt proposed disposition as decision of the PHA, providing he has been delegated this authority. Upon receipt of decision, the EMPLOYEE may appeal the decision or any final decision within 15 days to PHA BOARD or may file a civil action in an appropriate U.S. District Court within 15 days.

NOTE: COMPLAINANT has right to file civil action in an appropriate U.S. District Court:

a. Within 30 calendar days of his receipt of notice of final agency action on complaint.

b. After 180 calendar days from date of filing a complaint with PHA if there has been no decision.

Filing of a civil action does not end PHA processing of a complaint.

15. DRUG FREE WORKPLACE POLICY

The Authority has a vital interest in maintaining safe, healthful and efficient working conditions for its employees and safe and healthful living conditions for its residents. It is the intent of The Waco Housing Authority (Authority) to provide a working environment as free from the use of non-prescribed drugs, inhalants, and alcohol as reasonably possible. The costs of alcohol and drug abuse are staggering and are manifested by accidents, tardiness, absenteeism, property damage, increased workers' compensation costs, increased health insurance costs, decreased productivity, the cost of replacing and retraining new employees and employee theft. In an effort to curb the abuse of alcohol, inhalants, and drugs in the workplace, the Authority has adopted the following policy regarding drugs, inhalants and alcohol. Further,
this policy is set forth and a copy of this policy provided to all employees in accordance with the "Drug Free Workplace Act of 1988" (Public Law 100-690). Employees are asked for full cooperation in implementing this policy and, just as important, educating other employees and the general public to the risk of substance abuse.

A. Pre-Employment Screening and Employee Screening

The Authority intends to maintain pre-employment screening practices designed to prevent hiring of individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance. A positive test result in which the presence of any amount of any illegal drug or any legal drug, the use of which was not disclosed prior to the test, or alcohol shall be sufficient grounds to reject that person’s application for employment.

Once hired; testing will be conducted in accordance with paragraph C. of this policy.

1. The sale, manufacture, distribution, purchase, use or possession, of non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances is prohibited while on Authority property, during working hours or while conducting Authority business outside the workplace.

2. The distribution, sale, purchase, use or possession of equipment, products and material which are used, intended for use or designed for use with non-prescribed controlled substances also is prohibited while on Authority property or during working hours.

3. Reporting to or being at work while impaired with intoxicants or with a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed substances in the blood or urine is prohibited.

4. Reporting to or being at work with a measurable quantity of prescribed narcotics in blood or urine. Use of prescribed narcotics on Authority property is also prohibited where in the opinion of the Authority, such use prevents employees from performing their duties or poses a risk to the safety of the employees, other persons or property.

5. Authority employees who are convicted under a criminal drug statute for a violation occurring in the workplace shall notify their immediate supervisor no later than five (5) business days after such conviction. Failure to do so will result in instant dismissal.

6. Violations of this policy will result in disciplinary action up to and including termination of employment. In lieu of termination, other disciplinary action may apply such as, but not limited to, suspension of an employee or requiring the employee's attendance and successful completion of an approved substance abuse assistance or rehabilitation program only if the employee brings the condition to management attention and requests assistance.

7. The Authority shall establish a drug-free awareness program to inform employees about the following:

a. The dangers of drug abuse in the workplace.

b. The PHA's/IHA's policy of maintaining a drug-free workplace.

c. Available counseling, rehabilitation, and employee assistance programs.

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

As a condition of employment, every employee must abide by the terms of this Drug and Alcohol Policy. Nothing in this policy alters the fact that all employees of the Waco Housing Authority are employed for an indefinite period and that such employment may be terminated with or without cause or notice at the will of either the employee or the Authority. Neither this policy nor any related policies, practices or guidelines are employment contracts or parts of any employment contract between the Authority and an employee.

Due to the nature of the Authority's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices or guidelines may not apply to every employee in every situation. The Authority reserves the right, within the requirements imposed by the Federal Government, to rescind, modify or deviate from this or any other policy, practice or guidelines as it considers appropriate in its sole discretion either in individual or Authority-wide situations with or without notice.
Current employees and new employees will be provided with and agree to and abide by the following statement on the next page as a condition of employment.

B. **Disciplinary Action For All Employees**
   An employee's compliance with this Policy is a condition of employment. Violation of this Policy can result in disciplinary action, up to and including termination, even for a first offense.

   Discipline may include suspension from employment while the employee is in a rehabilitation or detoxification program. Such programs shall be at the employee's expense unless covered by health insurance. The employee may be required to pass a drug and alcohol test before returning to work and to take additional tests after returning.

C. **Searches/ Required Testing for All Employees**
   The Authority may conduct unannounced searches for illegal Drugs or alcohol in the Authority facilities. Employees are expected to cooperate in the conducting of such searches.

   Searches shall be instituted by the President/CEO, or in his/her absence, by the Vice President/COO, or other person designated. All searches will be carried out by at least two persons, one of whom must be a management or supervisory employee of the Authority and the other, whenever possible, a commissioned law enforcement officer.

   Searches of Authority facilities and property can be conducted at any time and do not have to be based on reasonable suspicion.

   A supervisor can require testing of any employee, provided the supervisor feels the behavior or employee action could be considered a violation of this policy or a detriment to the health and safety of staff and clients. (Please reference the Safety Manual Section VI. Accident Reporting and Responsibilities: Subsection B page 9, for Alcohol/Drug Screening in the event of an accident). Staff refusal to take a drug test could be grounds for termination.

D. **Testing Procedures for All Employees**
   All tests shall be conducted in accordance with Authority guidelines to insure accuracy and proper concern for applicant and employee's privacy. These guidelines shall generally provide:

   a. The employee or applicant shall be allowed to provide samples in the privacy of a restroom stall or the equivalent (unless tampering with or substitution of the sample is suspected);

   b. A secure chain of custody will be maintained for all samples.

   In the case of any employee or applicant whose test reveals the positive and confirmed presence of drugs, the employee/applicant shall be offered the opportunity for a second test to be performed in the same manner as the original test with the original sample provided. The Authority will arrange a second test using the same sample, upon request; however, should the second test reveal the positive presence of drugs, the employee/applicant requesting re-testing shall be responsible for payment of the cost of the second test. The cost of a second test, which does not reveal the presence of drugs, will be borne by the Authority. Any request for a second test must be made within twenty-four hours of an employee/applicant's notification of positive test results; and the second test will be performed as quickly as possible, thereafter.
WACO HOUSING AUTHORITY
& AFFILIATES

SECTION 8

ADMINISTRATIVE PLAN

Revised 2018
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
   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).
4. 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.
5. Crime by Family Members:
   The members of the family may not engage in drug-related criminal activity or other
   violent criminal activity.
6. 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
   A1. 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
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 or five (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 occur 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 QWHRD 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.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 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 each preference carries the same weight: 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.
This preference only applies to residents who has a domicile (legal residence) in McLennan, Hill, Johnson & Somervell counties at the time of application
Homeless Preference (must meet definition)

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 2 years 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 retain 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.

5.2A 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.

5.2 B 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:

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Number of Persons Minimum</th>
<th>Number of Persons Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
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</tbody>
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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 4, 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 site 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.
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 now 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.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to Waco Housing Authority & Affiliates, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination 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 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 56:46 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 170, 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 immediately mail promptly provide to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report), 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 will 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 must 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) at the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, regular contributions or gifts, monetary or not, that:
years. The third damage claim will result in termination of assistance without regards to
the amount. **Amounts owed must be paid in full before admittance to the Section 8
program.**

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

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
amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will
be effective as scheduled on the anniversary date.
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

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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.

19.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts
On and after October 1, 1999, Waco Housing Authority & Affiliates will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy
If Waco Housing Authority & Affiliates had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy shall be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy
If Waco Housing Authority & Affiliates had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular-Certificate Tenancy
Waco Housing Authority & Affiliates will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. Waco Housing Authority & Affiliates will give at least 90 days written notice of such termination to the family and the owner, and Waco Housing Authority & Affiliates will offer the family the opportunity for continued tenant-based assistance under the voucher program. Waco Housing Authority & Affiliates may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

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 3

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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.
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.
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

REVISED
April 2017 2018
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) 24CFR 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 or actual or perceived sexual orientation, or gender identity be excluded from participation in, 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/residents 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.

2.0 REASONABLE ACCOMMODATION 24CFR 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/residents 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 require 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 resident 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 resident 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 RESIDENT 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 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 resident tenant households are required to sign HUD Form 9866, 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 resident tenant information will not be released unless there is a signed release of information request from the applicant or resident tenant.

5.1 FRAUD POLICY

The Housing Authority of the City of Waco will reject any application for housing or terminate a resident tenant lease if it is determined that the applicant/resident 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. Resident 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 resident 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
J. Fair Housing Poster
K. Equal Opportunity in Employment Poster
L. Any current Housing Authority of the City of Waco notices
M. Any other information as may be required by Federal, State and local law

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 wacoha.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 applications 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 1-800-433-2000.
(F) 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 will update their place on the waiting list.
(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 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 waiting list and availability of unit’s 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 15 minutes late will not be allowed in the orientation they will need to request to be rescheduled. Children are not permitted in orientation.

If an applicant is more than 15 minutes late, they will not be allowed in the orientation. Children are not permitted in the briefing.
7.0 APPLICATION PROCESS

(A) Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance. Applications will be accepted by applying online at wacoha.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 1-800432-2000.

(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-1 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 will update their place on the waiting list.

(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 the applicant's orientation/interview, may be scheduled ninety (90) days prior to move-in. Applicants that cannot verify preference at the 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 15 minutes late will not be allowed in the orientation they will need to request to be rescheduled. Children are not permitted in orientation.

If an applicant is more than 15 minutes late, they will not be allowed in the orientation. Children are not permitted in the briefing.
together; or

e. 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

4. 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.

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 resident 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 disabled 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. 1437a(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 prioritized assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of an 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 conduct a 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 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 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 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 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 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 any 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 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 residents 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;

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 residents or 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 the 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 residents or tenants, personnel, contractor, or approved workers;

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 QWHRMA guidelines, will have a 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, TXDOT (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 Operations or Assistant Director of Public Housing. 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
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 following preferences. Preferences carry one weight. Homeless (must meet definitions) or victims of domestic violence preferences carry two weights both of which must have required documentation.

A. Veteran
B. Employment
C. Elderly
D. Disabled and Handicapped (Head of Household)
E. Job Training/School
F. Domestic Violence
G. Federal Preference (person(s) displaced by a federally declared disaster)
H. Homeless as defined by HUD or McKinney-Vento definition of Homeless
I. 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 non-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 30-day notice.
school and childcare. The applicant family will be offered the right to an informal review of any decision to alter their application status.

4. 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/resident 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 resident 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,
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 resident tenant service stipend. A resident tenant service stipend is a modest amount (not to exceed $200 per month) received by a resident 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 resident tenant initiative coordination. No resident 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 resident 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 $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. For family members who 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. 1437b), 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 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;

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for exclusion #10, immediately above. Additionally, this exclusion is only available to the following families:

a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

b. Families whose income was less than 10 hours at minimum wage time 50 weeks during previous 12 months.

c. Families whose income increases during the participation of a family member in any family self-sufficiency program.

d. Families who are or were, within 6 months, assisted under a State TANF program.

e. Families whose TANF assistance, benefits, or service worth at least $500 over the past six months.

f. Maximum 2-year allowance for Earned Income Disallowance

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
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 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), 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 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, spouse, or co-head of the household. Such documents will be maintained in the applicant/tenant file.
## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the 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/resident/tenant, via first class mail. 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>
<tbody>
<tr>
<td><strong>General Eligibility Items</strong></td>
<td></td>
<td></td>
</tr>
<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 certificate, voter's registration card, birth certificate, etc.</td>
</tr>
<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 professional knowledgeable</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>
</tbody>
</table>

### Value of Income from Assets

<table>
<thead>
<tr>
<th>Savings, checking accounts</th>
<th>Letter from institution</th>
<th>Passbook, most current statements</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDs, 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</td>
</tr>
</tbody>
</table>
The IHS 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:

G. Identify cases of unreported or under-reported resident tenant income

H. Identify potential cases of current resident tenants who are receiving HUD subsidy under multiple rental housing assistance programs

I. Check whether an applicant is already receiving rental housing assistance from another subsidized source.

J. Accessing EIV

K. To obtain access to HUD's EIV system, visit http://www.hud.gov/offices/hsg/mfh/hip/eiv/applyforivaccess.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 hf.eiv@hud.gov.

L. Maintaining EIV Access Documentation

M. Upon obtaining EIV access, the following documents must be retained and made available to HUD/SHCC upon request:

N. * Written authorization from the owner to access EIV data for the property

O. * List of EIV Coordinator(s) and EIV user(s) who currently have access to the EIV system.

P. * HUD approved EIV coordinator Access Authorization Form(s) (CAAFS) for each EIV Coordinator assigned to the property.

Q. * Security Awareness Training Questionnaire completed for each HUD approved EIV Coordinator

R. * EIV Coordinator approved EIV User Access Authorization Form(s) (UAAPS) for each employee assigned access to EIV data for the property

S. * Security Awareness Training Questionnaire completed for each EIV User assigned access to the property

T. Privacy Protection Policy

1. EIV resident tenant data will be used only to verify a resident 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 resident tenant 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 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 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.

7. Security Safeguards

   1. Only authorized staff will have access to the EIV
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 workstation and computer of authorized persons.

7. WHA staff will not leave residenrent files 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, residenrent files will be locked and file cabinet areas locked.

11. Security procedures will be reviewed with staff periodically to safeguard against laxity and breaches.

7. Disclosure of EIV System to Tenant:

8. 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 given to new tenants at move-in. Lease signing and recertification packets will contain – TX16, “Residenrent Rights and Responsibilities”, HUD Fact Sheet “How Your Rent is Determined”, and “EIV & You” – TX273, “What You Should Know about EIV”.

9. EIV Reports:

10. Monthly

11. 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.

12. Quarterly

13. The New Hires Report and Multiple Subsidy Report will be reviewed quarterly.

14. 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”.

15. In cases where the EIV income data is NOT substantially different than tenant reported income the Waco Housing Authority shall:

16. * Use tenant documents to calculate anticipated annual income if the EIV is less than the current tenant-provides documentation.

17. * Use EIV income data unless the tenant provides documentation of a change in circumstance when the EIV data is more than the current tenant-provides documentation. If, however, an acceptable tenant document is provided to justify a change in circumstances, the tenant documents will be used to calculate income.

18. In cases where EIV income is substantially different than the tenant-reported income the Waco Housing Authority shall:

19. * Request written third party verification from the income source in question in accordance
20. * 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.

21. * Analyze all data and attempt to resolve the income discrepancy.

22. * Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

23. * 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.

24. 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.

25. 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. * Advice the tenant to contact the third party income source to request the information be removed from his or her record
   D. * Keep documentation on the above in the tenant file

26. 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.

27. Handling of Discrepancies in EIV Reports

28. The Waco Housing Authority will handle EIV Discrepancy Reports in the following manner:

29. * If a resident/tenant disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by the Manager with the resident/tenant to resolve the dispute. All details of the Discrepancy Report will be documented and resident/tenant will have 15 business days to obtain third-party verification to the Manager. 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 Manager and Director will review and render a final decision within 10 business days.

30. * If a situation arises where facts indicate that a resident/tenant has unreported or under-reported income, a repayment agreement will be executed between the resident/tenant and Waco Housing Authority, and a revision to the current and future rental payments will be made. If a resident/tenant 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.

31. 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.

32. * 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.

33. The Waco Housing Authority will handle discrepancies in the New Hires Report in the following manner.

34. * 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.
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 an eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse, under the age of 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 is 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 families 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 resident 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 resident 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 of the month, a Notice to Quit will be issued to the resident/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 resident/tenant. If rent is paid with a personal check and the check is returned by the bank for insufficient funds, or for any other reason, this will be considered non-payment of rent and the resident/tenant will incur the late charge plus an additional $25 for processing costs. Two such incidents of insufficient check returns will be cause to make all future rental payments with money order or cashier’s check. Your bank returns a check to us as unpaid a “Notice of Returned Check” will be delivered to you. You will be given 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 all cases of late fees. Payment must be in the form of a money order or cashier’s check. We will not redeposit your check. In the event the error is the bank’s, the bank must provide a letter stating that it was their error and we will remove the NSF fees and late charges. If we receive (2) two 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 money order or cashier’s check only.

RENT COLLECTION PROCEDURE

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

2. On the 6th day of the month, a “Notice to Quit” is mailed to all resident/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 resident/tenant file in order to establish a record of payment history.

3. On the 10th day of the month, any resident/tenant who has an outstanding balance will be sent a “Letter of Concern,” and a billing statement.

4. On the 15th day of the month, any resident/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.

5. No money will be applied to any resident/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, the city way to avoid eviction is to pay entire amount owed.

6. 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.

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

13.8 REPAYMENT AGREEMENT

When a resident/tenant owes the Housing Authority of the City of Waco rent and other charges, and is unable to pay the balance due the due date, the resident/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 assure 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 resident/tenant/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 Operations/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, and 18 years of age and older, of a household must either: Failure to comply may result in termination of lease
1. 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
2. Participate in an economic self-sufficiency program unless exempt from this requirement.

14.2 EXEMPTIONS

The following adult family members of resident tenant families are exempt from this requirement:
A. Family members who are 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 resident tenant self-sufficiency, and/or increase the self-responsibility of the resident 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-site, 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 resident tenant advisory council, the Housing Authority of the City of Waco may create volunteer positions such as hall monitoring, litter patrols, and supervising and recordkeeping 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 supervisor 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 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 12-month period.

The cure shall occur over the 12-month period beginning with the date of the agreement, and the resident/tenant shall be required to keep current with the next year’s community service requirement. The first hours the resident/tenant earns will be applied toward the past 12-month period, 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:

1. The rent the family will pay; and
2. Whether the family is housed in the correct unit size; and
3. Continued Eligibility of assistance.

15.1 GENERAL
The Housing Authority of the City of Waco will send a notification letter to the resident family, ninety (90) days prior to their annual reexamination, giving the resident 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 resident 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 resident family can make their final decision regarding which rent method they will choose. The letter includes instructions permitting the resident 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. 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 resident 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 resident 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 resident family. The letter will advise the family with the rights to an informal hearing. That failure by the resident 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 categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every 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 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 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.
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, s/he will be advised in
writing and given the opportunity for an informal review.

If s/he 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 resident/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 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.

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 within ten (10) calendar
days, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 TRANSFER REQUESTS

A resident/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
resident/tenant to better understand the need for the transfer and to explore possible alternatives. If a meeting with
the resident/tenant is necessary, it is to be held with the development manager within five (5) business days after the
resident/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 resident/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.
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 resident tenant at least two (2) days written notice.

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 resident 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, contractual services.

17.3B 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 resident tenants from their unit. Upon report of infestation, within 24 hours of report 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 surrounding units will be treated for bed bugs. The inspection should occur within three calendar days of the tenants report when possible. If bed bugs infestation is found in the unit treatment will begin within five days of inspection if possible. Tenant will be advised of necessary timeframe it will take for treatment of the unit.

SECTION 1 - RESIDENT TENANT INVOLVEMENT

In order for Housing Authority of the City of Waco to eradicate an infestation in a resident tenant's unit and/or adjoining rental unit, resident 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. Resident tenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property immediately to the maintenance department and management staff.

Resident 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 resident tenants have reason to believe could be infested with any pests.

SECTION 2 - TERMINATIONS

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

A. Resident tenant's actions or inactions contribute to or results in a pest infestation;
B. Resident tenant action or inaction prevents treatment of an infestation;
C. Resident tenant fails to comply with the requirements of this policy;
D. Resident tenant failure 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's actions or inactions, or as a result of tenant preventing or hindering treatment.

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 UPSCs 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 resident/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 resident/tenant gives notice that s/he 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 resident/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 resident/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 resident/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 bed bug infestation within 24 hours of report 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 surrounding units will be treated for bed bugs. The inspection should occur within three calendar days of the tenants report when possible. If bed bugs infestation is found in the unit treatment will begin within five days of inspection if possible. Tenant will be advised of necessary timeframe it will take for treatment of the unit.

SECTION I - 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, 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 immediately 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, such as clutter, debris, people unable to leave the home, etc., a $75.00 dollar trip charge will be added to your account and we will reschedule appointment.

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’s action or inactions contribute 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 failure 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’s actions or inactions, or as a result of tenant preventing or hindering treatment.

18.0 TERMINATION

18.1 TERMINATION BY RESIDENT TENANT

A resident tenant may terminate the lease at any time by submitting a 15-day written notice to vacate the unit. If a resident tenant vacates the unit prior to the end of the 15-day period, she is responsible for rent to the end of the notice period, or until the unit is re-rented, whichever occurs first.

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 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 resident tenant business);
H. Destruction of property;
I. Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts;
J. Any criminal activity 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...
provided with an opportunity to dispute the accuracy and relevance of the record before termination of lease.

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 resident 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 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 30 days. Any family absent for more than 30 days without notifying Waco Housing Authority and 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 illness)
3. Other absences that are deemed necessary by the Waco Housing Authority

Surrender or abandonment ends the resident 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 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 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 resident 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 residents 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 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. YAWA Protections. Under YAWA, Public Housing resident 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, eviction, 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
Changes to the Public Housing Lease
HOUSING AUTHORITY OF THE CITY OF WACO

DWELLING LEASE

Account No __________________ No of bedrooms: _____ Size __________________

1. DESCRIPTION OF PARTIES & PREMISES: The Housing Authority of the City of Waco (hereinafter called the Authority) does hereby lease to ______________________ (hereinafter called the resident/tenant) the premises located at: ____________________________________________________________

The Lease shall begin on ____________________________ 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 resident/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>
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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 guest may be permitted in a dwelling unit as long as they have no previous or current history behavioral problems on any WHA premises that would be a lease violation. Visitors that pose a threat to the health and safety of other residents 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.

Resident/tenant agrees to wait for Authority’s approval before allowing additional persons to move into the premises. Failure on the part of the Resident/tenant to comply with this provision is a serious violation of the material terms of the lease, for which AUTHORITY may terminate the lease. Resident/tenant shall report deletions (for any reason) from the household members named on the lease to the management office in writing, within (10) days of the occurrence.

Family members or household members over the age of 17 or emancipated minors age 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 $ _____ payable in advance at the development office of the Authority on the first calendar day of each month beginning ____________________________

This rent will remain in effect unless adjusted in accordance with Section 6 hereof. On the 5th day of the month a “Notice To Vacate” 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 late payments within a 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 resident/tenant

(Check one)

Revised April 2017

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 24 hours from the date of return before any rent and all other fees in full. No further personal checks will be accepted from resident/tenant who have had two (2) such checks returned unpaid.

3. SECURITY DEPOSIT: Resident/Tenant agrees to pay $________ 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 Resident/ Tenant, his family, dependents, or guest and any rent or other charges owed by Resident/Tenant. Any refund of Security Deposit due the Resident/Tenant will be refunded within thirty (30) days after Resident/Tenant yield possession. Payment of the Security Deposit is to be made upon occupancy or by payment of $__________ upon occupancy and $__________ the following month until the balance is paid.

The Security Deposit may not be used to pay rent or other charges while the Resident/Tenant occupies the dwelling unit. No refund of the Security deposit will be made until after the Resident/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, mailed to the Resident/Tenant's address. If any deductions are made, the Authority will furnish the Resident/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 Resident/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. Resident/Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Resident/Tenant is unable to maintain sufficient heat, he shall immediately notify the Authority. Any damage to Resident/Tenant premises resulting from failure to provide immediate notice shall be deemed to have been caused by the Resident/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.

RESIDENT/TENANT PAID UTILITIES: If the Resident/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 Resident/Tenant pays directly to the utility supplier. The Total Tenant Payment less the allowance for utilities equals the Resident/Tenant Rent.

The Authority may change the allowance at any time during the term of the lease, and shall give the Resident/Tenant written notice of the revised allowance along with notice of any resultant changes in Resident/Tenant Rent.

If the resident/tenant's actual utility bill exceeds the allowance for utilities, Resident/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, Resident/Tenant agrees to furnish such information and certification regarding family composition and income as requested by the Authority for the purpose of determining Resident/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

Revised April 2017

Tenant Initial________

Management Initial________
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 Resident/Tenant to provide truthful information on income or family composition shall constitute a violation of this Lease.

The Authority shall give the Resident/Tenant reasonable notice of Authority actions Resident/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 Resident/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.

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 follow:

   a. A member has been added to the family through birth or 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.

   g. Increase in earned income from the employment of a current family member

2. It is found that Resident/Tenant has misrepresented to the Authority facts upon which his rent is based, so that the rent he is paying is less than he 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 resident/tenant resides within 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 Resident/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 resident/tenant reported in a timely manner. If the resident/tenant fails to report in a timely manner, the decrease will not be retroactive.

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 size of the dwelling unit is no longer appropriate, Resident/Tenant will be notified in accordance with Section 13 hereof, to transfer to appropriate size dwelling unit when unit is available.

Revised April 2017

Tenant Initial

Management Initial
C. The Authority shall not commence eviction proceeding, or refuse to renew a lease, based upon the income of the residentTenant 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 ResidentTenant is placed on "Minimum" or "Provisional" rent, the ResidentTenant 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 family provides three (3) months of current utility bills: phone, cell phone, cable, internet and we will use amount average 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 ResidentTenant</th>
<th>Approved PHA Rep.</th>
</tr>
</thead>
</table>

8. OCCUPANCY OF THE DWELLING UNIT AND RESIDENTTENANT OBLIGATIONS:

ResidentTenant agrees not to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers. ResidentTenant further agrees to use the dwelling unit only as a private residence, solely for the ResidentTenant and family members listed on this Lease. The Authority may, by prior written approval, consent to the ResidentTenant'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 ResidentTenant's guests or visitors 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 ResidentTenant'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 overwalk 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.

ResidentTenant further agrees:

(a) To comply with all obligations imposed upon ResidentTenants 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 for his 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) ResidentTenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property immediately to the maintenance department and management staff.

The Housing Authority of the City of Waco retains the right to terminate residentTenant's tenancy and require residentTenants to vacate the rental unit in the event that the:

A. ResidentTenant's action or inaction contribute to or result in a pest infestation;
B. ResidentTenant action or inaction prevents treatment of an infestation.
C. ResidentTenant fails to comply with the requirements of this policy.
D. ResidentTenant failure 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, people

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unable to leave the home, etc., a $75.00 dollar trip charge will be added to your account and we will reschedule your appointment.

(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 household and guests 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 building, facilities or common area caused by the resident tenant, his household or guests;

(h) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his 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 resident tenants and staff. Disruptive or uncooperative behavior can result in termination of lease.

(j) To assure that each resident tenant, any member of the household, a guest, or another person under resident tenant'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 resident 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 resident tenant.

Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.

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)].

(4) Any violence against the resident 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 resident tenant or tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the resident tenant or 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 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 redos 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, resident/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 dwelling unit in such condition as to ensure proper health and sanitation standards for resident/tenant, household members and neighbors. Resident/tenant shall notify the maintenance promptly of known need for repairs to his/her dwelling unit, and of unsanitary conditions in the dwelling unit or in common areas of ground of development. Resident/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. Resident/tenant will be charged if they do not return key upon vacating.

(q) Not to display, use or possess or allow members of the Resident's household or guest to display, use or possess any illegal firearms, (properly used 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 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) Resident/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.

(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 unrepairable it must be repaired or removed from the premises.

Under the new towing statute 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 to overflow or waste. 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 Housing Authorities of the City of Waco are attending school daily.

(y) Resident/tenant will not allow ex-resident/tenant of the WHA who have been evicted to occupy the unit for any period of time.

(z) For each adult in the Resident's household to perform at least 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 resident is in violation of lease resident will be given a documented warning. All warnings will be placed in resident’s folder. Warnings may be grounds for lease termination. Resident 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 violation (a)
(3) Final written warnings
(4) Termination of tenancy

(a-2) Smoking is prohibited in all public housing units, common areas and outdoor areas within 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, guest or visitors. Failure to comply with this policy may be cause for lease enforcement action as follows:

- First violation - oral warning
- Second violation - written warning and referral to cessation
- Third violation - Final written probation and referral to cessation
- Fourth violation - 30 day notice of lease termination

WACO HOUSING AUTHORITY OBLIGATION

By State law, all school age children up to the age of 17 yr. 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.

* 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 resident.

9. AUTHORITY'S OBLIGATION ON MAINTENANCE AND REPAIR:

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A. The Authority agrees to keep the building facilities, common area and grounds, not otherwise assigned to the Resident(Tenant) for maintenance and upkeep, in a clean and safe condition and to make necessary repairs to the premises. The Authority further agrees to:

To explain these rules to all household members and guest 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 Resident(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 Resident(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 Resident(Tenant) by Written Rider hereof 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 Resident(Tenant), his household or guest, will be charged to the Resident(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 a Resident(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 a Resident(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 residents. Provided the accommodation does not change the nature of the program or cause the Authority undue financial and administrative burdens.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH & SAFETY: When conditions are created which are hazardous to life, health, or safety of the occupants, the Resident(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 Resident(Tenant), if Tenant’s household or guests, the reasonable cost of the repairs shall be charged to the Resident(Tenant), payable two weeks after the Authority gives written notice.

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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 ResidentTenant’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 ResidentTenant rejects the alternative accommodations or if the damages were caused by the ResidentTenant, ResidentTenant’s household or guests.

11. INSPECTION: Before occupancy by the ResidentTenant, the Authority and the ResidentTenant or its representative shall inspect the dwelling unit and the ResidentTenant will receive a written statement of the condition of the unit and the equipment furnished therein. The ResidentTenant agrees that the authorized agent, employee or representative of the Authority will be permitted to enter ResidentTenant’s dwelling unit for the purpose of performing routine inspections, maintenance and for making improvements and repairs, or to show the premises for re-leasing. Management may take pictures to deal with UCPS, contractual or maintenance issues. All accidents involving injury or loss of property to the Tenant authorized members, tenant's pet(s) or guests 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 ResidentTenant of the time, date and purpose, provided however, the Authority shall have the right to enter ResidentTenant’s dwelling unit without prior notice to ResidentTenant if the Authority reasonably believes that an emergency exists which requires such entry; or when residentTenant call in maintenance work order repair.

If, in the duration of a work day, an apartment occupant is under the age of 18, maintenance will not work in the apartment and management will not enter unless the occupant steps out of the apartment of his own free will or there is more than one person or contractor at a time.

If we find that there are unauthorized occupants living in the apartment a tenant can receive a 3 to 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 ResidentTenant and all adult members of the household are absent.

When the ResidentTenant vacates, the Authority will inspect the dwelling unit and give the ResidentTenant a written statement of the charges, if any, for which the ResidentTenant is responsible. ResidentTenant 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 ResidentTenant’s obligations set forth in Section 8 or for other good cause. If the Authority decides 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 30 days) in the case of creation or maintenance of a threat or safety of other ResidentTenants or Authority employees; and

(c) Thirty (30) days in any other case.

The notice of termination to the residentTenant shall state the reasons for termination and shall inform the ResidentTenant of his right to:

(a) Make such reply as he may wish; and

(b) Request a hearing in accordance with the Authority’s Grievance Procedure.

(c) State that the residentTenant is not entitled to a grievance hearing on the termination. (only if evicted for criminal activity)

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(d) The right to examine PHA documents that are directly related to the eviction.
(e) The right to copy any relevant documents. (At resident's expense)

13. (a) Management may not terminate this lease due to violence as to any ResidentTenant or Tenant or Tenant with a household member who has been the victim of violence except as to ResidentTenants or Tenants who engaged in such violence. In cases where an eviction is a result of domestic violence, only the ResidentTenant 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 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 hand, a ResidentTenant, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, ResidentTenants. Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence (“non-offenders”). Upon bifurcation, the violent ResidentTenant, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender ResidentTenants, 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 RESIDENTTENANT 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 RESIDENTTENANT DOES NOT GIVE THE AUTHORITY FIFTEEN (15) DAYS NOTICE, THE AUTHORITY MAY CHARGE THE RESIDENTTENANT 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 ResidentTenant personally or to an adult member of his family residing in the dwelling unit, or if sent by mail, properly addressed to ResidentTenant. 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 residents or employees of the Authority, or
(B) Any drug-related criminal activity carried on anywhere by the resident, any member of the household on the lease, or another person under ResidentTenant’s control, not just on or near the premises.

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(C) Also excluded are terminations cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by Authority employees, UNLESS it involves domestic violence, dating violence, sexual assault, or stalking.

10. Selecting the Hearing Officer or Hearing Panel 24CFR 966.55 (b)

A grievance hearing shall be conducted by an impartial person or persons appointed by the Authority after consultation with resident tenant organizations, as described below:

A. The Authority nominate 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, resident tenant organizations, 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 if 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 resident 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 resident 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 resident 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 Resident Tenant:
Upon the death of the sole resident tenant the lease is terminated, the emergency contact listed will be notified to have all remaining items removed from the unit within 10 days any refund will be paid to the estate of the sole resident tenant. You will be liable for payment of rent and all other charges until unit is vacated. Resident Tenant 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 resident tenant 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 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.

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2. There is no family member qualified to sign a new lease, or
3. After the remaining family member's approval to assume the lease obligations, he/she fails to sign a new lease within 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 arrears 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 arrears 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 Resident Tenants. The Resident 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, dry 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: shall 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 over crowding 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 be blocked from access.

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Bathroom:
(1) Toilet and tank: should be clean and odors 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.

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 Resident Tenant (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 resident tenants 18 yr. and under must 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. Only on the porch where the resident tenant resides.

Non-resident tenants 18 yr. and under must leave at 10:00 p.m. unless staying overnight with a resident tenant family. Those non-resident 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 resident tenant being reported to management for curfew violations. All resident tenants are subject to being stopped and identification may be requested by Housing Authority Security Officers and Local Police Officers.

All resident tenants are expected to cooperate with Housing Authority Security Officers and Local Police Officers.

Three written lease violations may constitute grounds for termination of tenancy.

19. ENTRY/WHEN WE MAY ENTER: If you or any guest or occupant 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

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Tenant Initial
Management Initial
* 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 lost 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 Resident 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.

RESIDENT TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREE TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this day of ______________________

at ______________________
(City)
 ______________________
(State)
 ______________________
Head of Household (signature)
 ______________________
Date
 ______________________
Spouse or other Adult
 ______________________
Date
 ______________________
Housing Authority Representative

ATTACHMENTS

If indicated by (X) below, Authority has provided the Resident 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: ______________________

Revised April 2017

Tenant Initial ______________________
Management Initial ______________________
Resident Council Advisory Meeting
April 4, 2018
2:00 p.m.

AGENDA

I. Welcome
II. Update on Modernization Projects
III. Changes to the Admin Plan
IV. Changes to ACOP & Lease
V. Changes to other Policies
V. Comments
Waco Housing Authority & Affiliates
Resident Advisory Council Meeting
April 4th, 2018
Sign in Sheet

[Signatures]

WHA Staff
Milet Hopping – President/CEO
Gloria Dancer – Vice President of Operations
Annie Botsford – Vice President of Administrative Services/Information Technology
Kaitlin Dragoo – Procurement Contract Compliance Officer
LaTanya Rector – Director of Section 8
Janie Lovell – Assistant Director of Housing Operations
Earnest Ward – Resident Services Coordinator
Gerald Bridgewater – Maintenance Operations Manager
I. Welcome
Vice President of Operations Gloria Dancer welcomed the groups and introduced everyone. Residents present were: Tonia Jackson from Kate Ross, Stella Hernandez, Section 8, from Ashton Oaks, Gerald Davis from South Terrace, Joey Conway from Estella Maxey, Domonique Corsey from Estella Maxey WHA representatives present were: Earnest Ward, Resident Coordinator, Gloria Dancer, Vice President of Operations, Annie Botsford, Vice President of Administrative Services/Information Technology, Kaitlin Dragoo, Procurement Contract Compliance Officer, LaTanya Rector, Director of Section 8, Janie Lovell, Assistant Director of Housing Operations, Gerald Bridgewater, Assistant Director of Maintenance Operations

II. Update on Modernization Projects
Kaitlin Dragoo gave the group an update on the current and future projects that are being done on the Public Housing properties. There were no questions.

III. Changes to the Admin Plan
LaTanya Rector explained all the changes that are being made to the Admin Plan. Stella Hernandez asked about the Homeownership Program and Ms. Rector explained the program to her. There were no other questions.

IV. Changes to ACOP & Lease
Janie Lovell explained all the changes to the ACOP. There were no questions.

V. Changes to other Policies
There were no other policy changes that needed to be brought before the Advisory Council.

VI. Comments
There were no further comments and the meeting was adjourned.
Capital Fund Five Year Action Plan
# Capital Fund Program Five-Year Action Plan

## Part I: Summary

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### Capital Fund Program Five-Year Action Plan

#### Part II: Supporting Pages - Work Activities

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| PHA Wide Physical Improvements | | | Relocation Expenses | 100.00 |
| Relocation Expenses | | | | 100.00 |

**SUBTOTAL OF ESTIMATED COST:** 651,552.00 **SUBTOTAL OF ESTIMATED COST:** 550,768.00

Capital Fund Program Tables
## Part II: Supporting Pages - Work Activities

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## Capital Fund Program Five-Year Action Plan
### Part II: Supporting Pages - Work Activities

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### Capital Fund Program Five-Year Action Plan
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Capital Fund Program Tables

form HUD 50075 (7/2003)
### Capital Fund Program Five-Year Action Plan

#### Part II: Supporting Pages - Work Activities

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**TX21P-010-003 South Terrace**

- Fire Alarms - community center: 1480
- Smoke/Fire Detection - community center: 1480
- Asphalt-Concrete-Paving: 1480
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## Annual Statement / Performance and Evaluation Report

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I:**

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**Grant Type and Number:**

- Capital Fund Program Grant No: TX-21-P-010-501/18
- Replacement Housing Factor Grant No:

**Federal FY of Grant:** 2017
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- Replacement Housing Factor Grant No:

**Federal FY of Grant:** 2017

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**Capital Fund Program Tables Page 6**