



ST. LOUIS
HOUSING
AUTHORITY

BOARD OF COMMISSIONERS

REGULAR MEETING

June 22

2023





TO THE COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY
ST. LOUIS, MISSOURI

PUBLIC NOTICE OF MEETING

Take notice that the **regular meeting** of the commissioners of the St. Louis Housing Authority will be held via **Zoom*** on Thursday, June 22, 2023, commencing at 4:30 p.m., to consider and act upon items shown on the attached agenda. An Executive Session may be convened to discuss legal actions, causes of actions, communications with attorneys, personnel matters, leasing, purchase or sale of real estate and bid specifications.

DATED: June 16, 2023

ST. LOUIS HOUSING AUTHORITY

Attachment

***Instructions For Joining Zoom**

Meeting ID: 863 741 1301

Via Smart Phone or Computer:

<https://us02web.zoom.us/j/8637411301>

Via Phone:

(312) 626-6799, then 863 741 1301#

BOARD OF COMMISSIONERS, ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING, JUNE 22, 2023, 4:30 P.M.
ST. LOUIS HOUSING AUTHORITY, 3520 PAGE BOULEVARD
ST. LOUIS, MISSOURI 63106
AGENDA

ROLL CALL

CONSENT AGENDA

1. Approval of Minutes, Regular Meeting, May 25, 2023

RESIDENTS' COMMENTS ON AGENDA ITEMS

ITEMS FOR INDIVIDUAL CONSIDERATION

2. **Resolution No. 2966**
Approving and Authorizing the Submission of the Agency Plan Annual Submission for Fiscal Year 2022
3. **Resolution No. 2967**
Approving and Authorizing the St. Louis Housing Authority Capital Fund Five-Year Plan and the FFY 2020 Capital Fund Annual Statement
4. **Resolution No. 2968**
Authorizing and Approving Revisions to the St. Louis Housing Authority's Admissions and Continued Occupancy Policy (ACOP)
5. **Resolution No. 2969**
Authorizing and Approving the Allowances for Tenant-Furnished Utilities and Other Services for the Public Housing Program
6. **Resolution No. 2970**
Authorizing and Approving the Flat Rent Schedule for the Public Housing Program
7. **Resolution No. 2971**
Authorizing and Approving the St. Louis Housing Authority's Language Assistance Plan (LAP)

CHAIRMAN'S REPORT

DIRECTOR'S REPORT

RESIDENTS' CONCERNS

COMMISSIONERS' CONCERNS

SPEAKERS TO ADDRESS THE BOARD

EXECUTIVE SESSION

The Executive Session may be convened pursuant to Section 610.021 of the Missouri Revised Statutes, to discuss legal actions, causes of actions or litigation, personnel matters relating to the hiring, firing, disciplining and promoting of employees, negotiations with our employees, leasing, purchase or sale of real estate and specifications for competitive bidding.

ADJOURNMENT

Please note that this is not a public hearing or forum. Anyone wishing to address the Board must follow the St. Louis Housing Authority's Speaker's Policy. (Contact the Executive Division at Central Office for a copy of the policy.)

APPROVAL OF MINUTES
MAY 25, 2023

BOARD OF COMMISSIONERS
ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING
MAY 25, 2023
4:30 p.m.

CALL TO ORDER

The Board of Commissioners of the St. Louis Housing Authority held a Regular Meeting on Thursday, May 25, 2023, via Zoom. Chairman Sal Martinez called the meeting to order at approximately 4:30 p.m.

Present: Annetta Booth
Margaret English
Benita Jones
Sal Martinez

Absent: Regina Fowler
Constantino Ochoa, Jr.
Shelby Watson

CONSENT AGENDA

Approval of Minutes

Commissioner Booth moved to approve the minutes of May 4, 2023. Commissioner Jones seconded the motion. The motion passed with all commissioners voting aye.

DIRECTOR'S REPORT

Commissioner Martinez acknowledged Alana C. Green, Executive Director, receiving a very prestigious community impact award on May 24, 2023, at an event hosted by Park Central Development. He said it is truly exciting to be considered for this award, and he noted that Ms. Green gave a significant amount of credit for her individual success to the staff. He thanked everyone who attended the event to help celebrate Ms. Green and the agency's success.

DIRECTOR'S REPORT

Ms. Green stated that provided in the report was the agency's Strategic Plan Tracking Sheet, which shows activities that have been going on since the Strategic Plan was adopted in 2020. She noted that the COVID pandemic delayed SLHA's plans by three years and that the staff had been doing a good job of pivoting to get some of the tasks done. Ms. Green stated that also included in the report was the Agency Plan New Activities Tracking Sheet, which is a part of the actual Agency Plan and highlights some of the proposed key initiatives, with Clinton-Peabody being one and ensuring that SLHA converts Parkview into a senior building.

Ms. Green stated that SLHA and Preservation of Affordable Housing hosted another resident engagement meeting on May 18, 2023. She noted that there still continues to be good attendance by families that live Clinton-Peabody. She said it is hoped to finalize the Master Development Agreement prior to the June meeting and to continue meeting with different partners and potential funding sources.

Ms. Green stated, as far as Asset Repositioning Updates, that Clinton-Peabody was the agency's first Rental Assistance Demonstration (RAD) application that was submitted. She recalled the HUD-provided technical consultant helping SLHA come up with a strategy to convert some of the agency's buildings and developments into RAD. She noted that SLHA would have another RAD application for the board to approve for King Louis I and II, which is a mixed-finance deal that SLHA is working on with DeSales and Roanoke Construction.

Ms. Green stated, as far as Replacement Housing Factor funds, finding this alternative funding source for Clinton-Peabody has been huge. She said it is hoped to submit another resolution to the board as soon as SLHA gets RAD approval from HUD to use the Replacement Housing Factor funds on Clinton-Peabody.

Ms. Green recalled previously mentioning that SLHA would open up a few waitlists. She noted that several public housing waitlists would open starting on June 5, 2023, and then SLHA will open up its Section 8 waitlist later in the year, which has not been open in years.

Ms. Green asked if there were any questions regarding her director's report.

There were none.

Ms. Green stated that no one from the Housing Authority Police Unit was present to provide a crime report. She noted that there had been a transition in staff at the police department and that there might not be anyone attending the meeting for the next couple of months.

Commissioner Martinez acknowledged Captain Joe Morici, who assisted Employment Connection with adequate police presence at the Clinton-Peabody/LaSalle Park event held on May 20, 2023. He said he appreciated Captain Morici making himself available in the midst of the transition, and hopefully, a new person will be assigned to head SLHA's housing detail in the not-too-distant future.

RESIDENTS' CONCERNS

Linda Braboy, a resident of West Pine Apartments, stated that she had been checking on her unit periodically. She said no one had gotten back to her with any updates, and she wanted to know what was going on. She noted that the work quality is very poor and that she has multiple videos. She said she sent an email to several people prior to joining the meeting to let them know what was going on. Ms. Braboy stated that she was ready to return to her home, and she asked if someone could meet her at her apartment so that she could show them what she was speaking of.

Ms. Green stated that the architect for SLHA overseeing the work that Habitat is doing had another commitment but sent an email saying that Blue Sky has had some difficulty with staffing. She said the fact that Habitat has not been communicating is highly unacceptable, noting that Habitat should have notified and updated Ms. Braboy timely. Ms. Green asked Paul Werner, Acting Director of Operations for Public Housing, to set up a time whereby staff at SLHA and Habitat could meet with Ms. Braboy.

Mr. Werner informed Ms. Braboy that he would call her after the meeting. He said he would come to her apartment and coordinate to make sure Habitat staff are there too.

Ms. Braboy thanked Ms. Green and Mr. Werner.

Ruth Ann Doyle, a resident of Parkview Apartments, stated that she understands that there is an attempt to reinstate the TAB board. She said the problem is no one in the building is receiving their packages, and they have to go to the post office or wherever to get them. She said she has been dealing with this issue since December 2022. She noted that in her research, it seems that whoever stopped the packages from SLHA is in violation of tampering with the mail delivery. Ms. Doyle asked how long is this going to go on because she could not get her medicine, and it was extremely inconvenient. She said she had to go to the post office to pick up her packages, and she would like to know what was going on.

Ms. Green stated that SLHA has had complaints about packages being stolen and disappearing. She noted that SLHA did not direct Habitat to stop taking packages but did instruct the TAB board that they could not accept packages for liability reasons. She said SLHA could talk to Habitat about what they can do to mitigate the issue.

Ms. Doyle stated that she had already spoken to David Jackson, and they were trying to work something out. She said she understood the problems with the TAB board, but she was not notified nor asked about her packages being held.

Ms. Green stated that SLHA's issue is with the TAB board accepting packages. She noted that SLHA does not have any issues with Habitat accepting packages and will talk to them about what their protocol will be. She said Mr. Werner could set up a meeting with Mr. Jackson to see what their plan is.

Ms. Doyle stated that she understood that the order came from SLHA.

Ms. Green stated that SLHA instructed Habitat not to let TAB members accept packages on behalf of residents because they are not employees and for liability reasons and issues related to theft.

Ms. Doyle stated that she would like to meet or for someone to give her a call. She noted that she and Mr. Jackson had a couple of ideas, but she understands they were squashed.

Ms. Green stated that she was not aware of the conversations, but Mr. Werner could call her to set up a meeting to figure out a good option.

Ms. Doyle expressed her appreciation.

COMMISSIONERS' CONCERNS

Commissioner English stated that Parkview has an issue with dogs. She noted that there were more than 45 dogs in the building, and she asked what could be done about the dogs.

Ms. Green asked Mr. Werner to address SLHA's pet policy.

Mr. Werner stated that generally, there is one pet per household, and there is a size limitation. He said the residents are supposed to register their pets with the office, and there are rules they must follow.

Commissioner English stated that one resident has two cats and a dog, and she walks around in the lobby. She asked if there is a procedure whereby a person takes their dog out, lets them use the bathroom, and then goes back to their unit.

Mr. Werner stated that if a resident has three pets, they are in violation of the pet policy. He said he would check with Habitat to make sure they are aware so that they can start monitoring. He said they could also send a letter out to remind the residents of the pet policy and to encourage them to register their pets, and if it is still an issue, then issue violations.

Commissioner English noted that most people walk their dogs after 5:30 p.m. when the office is closed.

Ms. Green stated that SLHA would ask Habitat to send a letter out to every household reaffirming the pet policy and the consequences for not adhering to the policy. She asked Commissioner English if she knows

of individuals in particular and if she does not want to necessarily tell the management office to contact Meagan Bradley, Ombudsman for SLHA, who will take the appropriate action.

Commissioner English thanked Ms. Green.

Commissioner Booth congratulated Ms. Green and the staff on the Pruitt-Igoe discussion panel and reception that was held on May 10, 2023. She noted that the events were very nice.

Ms. Green thanked Commissioner Booth for attending both events.

ADJOURNMENT

Commissioner Booth moved to adjourn the meeting into Executive Session. Commissioner English seconded the motion. The vote was in favor of passing the motion, with all commissioners voting aye. The meeting thereupon adjourned at 4:52 p.m.

Sal Martinez, Chairman
Board of Commissioners
St. Louis Housing Authority


Alana C. Green, Secretary
Board of Commissioners
St. Louis Housing Authority

(SEAL)

RESOLUTION No. 2966

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green, Executive Director 

From: Fran Bruce, Planning and Procurement Manager

Date: June 7, 2023

Subject: Resolution No. 2966
Approving and Authorizing the Submission of the Agency Plan Annual Submission
for Fiscal Year 2023

Board approval is requested to authorize the St. Louis Housing Authority to submit the Agency Plan Annual Submission for fiscal year 2023.

The St. Louis Housing Authority has prepared the Agency Plan Annual Plan Submission in accordance with the regulations and requirements of 24 CFR 903.

Resident planning meetings were conducted to encourage meaningful participation in the planning and development process of the annual submission.

The proposed Agency Plan Annual Submission includes the following exhibits for your review:

1. Comments and Response Summary from Public Hearing
 - Comments and Responses to Agency Plan Section B.6
2. Flyers for the Town Hall Meeting and Public Hearing
3. Certification of Compliance
4. Civil Rights Certification
5. Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

**Approving and Authorizing the Submission of the Agency Plan
Annual Submission for Fiscal Year 2023**

WHEREAS, the St. Louis Housing Authority (SLHA) desires to submit the Agency Plan Annual Submission for fiscal year 2023; and

WHEREAS, the Agency Plan Annual Submission has been prepared in accordance with 24 CFR Part 903 regulations and requirements for submission to HUD; and

WHEREAS, SLHA has worked in collaboration with the St. Louis Tenant Affairs Board and conducted planning meetings to obtain recommendations in the development of the proposed Annual Submission; and

WHEREAS, SLHA has published notices and made the proposed Agency Plan Annual Submission available for inspection and public comment for a period of 45 days prior to the Public Hearing; and

WHEREAS, SLHA has obtained certification from local government officials that the proposed Agency Plan Annual Submission is consistent with the jurisdiction consolidated plan; and

WHEREAS, SLHA conducted a virtual Public Hearing on June 14, 2023, to obtain public comments regarding the proposed Annual Submission; and

WHEREAS, SLHA has considered all comments and recommendations received, and has incorporated all relevant changes in the proposed Agency Plan Annual Submission.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING
AUTHORITY THAT:**

1. The Executive Director of the St. Louis Housing Authority is authorized and directed to submit the Agency Plan Annual Submission for fiscal year 2023 to the U.S. Department of Housing and Urban Development.

Attachment #1
Public Hearing Comments and Responses

**St. Louis Housing Authority
Public Hearing Comments and Responses
Annual Plan FFY 2023**

The St. Louis Housing Authority (SLHA) issued the proposed Agency Plan for public comments on May 1, 2023, for a 45-day comment period. On June 14, 2023, the virtual Public Hearing was held. There were no attendees besides the SLHA staff. SLHA received three (3) comments in writing for the Public Hearing.

I. COMMENTS TO THE AGENCY PLAN:

On June 7, 2023, Ms. Latasha Barnes, Chief of Staff of St. Louis Housing Authority, provided a statement regarding a change to the Family Self-Sufficiency Participant Chart to Attachment #8, Section B.1(b). The comment was as follows:

Comment #1:

The St. Louis Housing Authority's (SLHA) draft Agency Plan presented for public comment on May 1, 2023 contained an error in Attachment 8: Section B.1 (b), Item 8 - Community Service and Self-Sufficiency Programs. Since, no comments were received during the 45-day comment period. Since issuing the plan for comment, SLHA has received notification from HUD that the updated mandatory minimum is 71. Whereas required program sizes were previously accumulated separately for Housing Choice Voucher participants and Public Housing residents, HUD combined these figures in Fiscal Year 2015. All Family Self-Sufficiency (FSS) program graduates are now counted collectively.

SLHA Response:

Attachment #8 has been revised to correct the Family Self-Sufficiency Participant Chart to reflect 71 participants.

On June 17, 2023, Ms. Sarah Hugg-Turner, General Counsel for the St. Louis Housing Authority, provided a statement regarding the changes to the Admissions and Continued Occupancy Policy revised after the Draft Agency Plan was released for public comment.

Comment #2:

Reference the attached memorandum describing changes to the ACOP. The following changes are incorporated in the ACOP Matrix.

Chapter 10, Denial of Admission: Paragraph 10.5 and 10.5.4 have been revised.

Chapter 21, Unit Transfer: Paragraph 21.3 has been revised.

Chapter 22, Lease Terminations: Paragraph 22.5 has been revised.

Reference ACOP Matrix/Appendix #3 to ACOP

SLHA Response:

Attachment #3B, Changes to the ACOP, a revised ACOP Matrix has been inserted in this section incorporating all changes.

On June 14, 2023, Paul Werner, Acting Director of Operations for Public Housing for the St. Louis Housing Authority, provided SLHA Income Limits for FY 2023. HUD did not release the FY 2023 Income Limits until after May 15, 2023, which was after the release of the Draft Agency Plan for public comment.

Comment #3

Attachment #3D, Income Limit Chart, has been revised and needs to be inserted.

SLHA Response:

Attachment #3D has been revised to incorporate the FY 2023 Income Limit Chart.

II. COMMENTS TO THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY:

On June 17, 2023, Ms. Sarah Hugg-Turner, General Counsel for the St. Louis Housing Authority, provided a statement regarding the changes to the Admissions and Continued Occupancy Policy revised after the Draft Agency Plan was released for public comment.

Reference Comments to the Agency Plan, Comment #2.

III. COMMENTS TO THE UTILITY ALLOWANCE SCHEDULE

No comments were received during the 45-day comment period.

IV. COMMENTS TO THE FLAT RENT SCHEDULE

No comments were received during the 45-day comment period.

V. COMMENTS TO THE CAPITAL FUND FIVE-YEAR ACTION PLAN

No comments were received during the 45-day comment period.

COMMENT TO FY 2023 AGENCY PLAN

COMMENT #1

(Agency Plan Attachment #14)

Executive Department

MEMORANDUM

To: Fran Bruce, Planning and Procurement Manager

From: Latasha Barnes, Chief of Staff

Date: June 7, 2023

Subject: Comments on Agency Plan FY 2023

The St. Louis Housing Authority (SLHA) draft Agency Plan presented for public comment on May 1, 2023, contained an error in Attachment 8: Section B.1 (b), Item 8 - Community Service and Self-Sufficiency Programs. Since issuing the plan for comment, SLHA has received notification from HUD that the updated mandatory minimum is 71. Whereas required program sizes were previously accumulated separately for Housing Choice Voucher participants and Public Housing residents, HUD combined these figures in Fiscal Year 2015. All Family Self-Sufficiency (FSS) Program graduates are now counted collectively.

As of May 9, 2023, HUD data indicates SLHA has 71 remaining mandatory FSS slots. The same is reflected in the below chart:

FSS Program Participation Year Ending (March 31, 2023)			
	Required Participants*	Enrolled Participants	Year Ending Totals
Public Housing FSS	71*	24 total 8 active	1 graduation 6 forfeitures
HCV - FSS		41 total 13 active	6 graduates 8 forfeitures

**As of May 9, 2023, HUD data indicates SLHA has 71 remaining mandatory FSS slots.*

COMMENT TO FY 2023 AGENCY PLAN

COMMENT #2

(Agency Plan Attachment #14)

MEMORANDUM

To: Fran Bruce, Planning and Procurement Manager
 From: Sarah Hugg-Turner, General Counsel
 Date: June 14, 2023
 Subject: Comments on Revisions to the Admission and Continued Occupancy Policy – Agency Plan 2023

The St. Louis Housing Authority (SLHA) draft Agency Plan presented for public comment on May 1, 2023 included revisions to the Admissions and Continued Occupancy Policy (ACOP). The following additional revisions are proposed:

Chapter	Current	Change/Addition/Comment	Page
Chapter 10 Denial of Admission 10.5 Criteria for Deciding to Deny Admission 10.5.4 Reasonable Accommodation	Reasonable Accommodation - If the family includes a person with disabilities, SLHA's decision concerning denial of admission is subject to consideration of reasonable accommodation. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.	If the family includes a person with disabilities, SLHA's decision to deny admission based on the action or failure to act of a family member is subject to consideration of a request for reasonable accommodation if made in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.	10-4

<p>Chapter 21 Unit Transfer</p> <p>21.3 Special Transfers</p>	<p>21.3.2. Transfers Related to Medical Necessity or Reasonable Accommodation Under the Americans with Disabilities Act. A transfer to move residents with medical conditions or disabilities to accessible units or units with features that accommodate their disabilities. All transfer applications must be accompanied by third party documentation. Example of acceptable documentation include: medical professional's statement stating need for transfer based on a medical condition or disability (See Section 2.2.5 for additional information regarding verifying reasonable accommodation requests).</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21.3.2 Request for Reasonable Accommodation</p> <p>If the family requests a transfer to accommodate a person with disabilities, that transfer application will be processed in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21-2</p>
<p>Chapter 22 Lease Terminations</p> <p>22.5 Reasonable Accommodation</p>	<p>If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.</p>	<p>If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of a request for reasonable accommodation if made by the family in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p>	<p>22-5</p>

Admission and Continued Occupancy Policy (ACOP)

Matrix with Changes to ACOP

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

Chapter	Current	Change/Addition/Comment	Page
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.1 Overview	<p>The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or receiving assistance under the public housing program.</p>	<p>The Violence Against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or are the beneficiaries of assistance under a covered HUD program, such as SLHA's public housing program. Notwithstanding, the title of the statute, the protections under the statute cover victims regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements of 24 CFR 5.105(a), victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. SLHA's public housing program operates consistent with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing be made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.</p>	4-6
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality	<p>As used in VAWA:</p> <ul style="list-style-type: none"> Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship 	<p><u>HUD Notice PIH 2017-08 revised definitions of terms defined in the VAWA Final Rule. All definitions will be updated to reflect 24 CFR 5.2003.</u></p> <p>As used in VAWA</p> <ul style="list-style-type: none"> <i>Actual and imminent threat</i> refers to a physical danger that is real, would occur within an immediate time frame, and 	4-6

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>4.6.2 Definitions [24 CFR 5.2003]</p>	<ul style="list-style-type: none"> Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction Immediate family member means, with respect to a person: <ul style="list-style-type: none"> A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or Any other person living in the household of that person and related to that person by blood and marriage Stalking means: <ul style="list-style-type: none"> To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate 	<p>could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.</p> <ul style="list-style-type: none"> <i>Affiliated individual</i>, with respect to an individual, means: <ul style="list-style-type: none"> A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or Any individual, tenant, or lawful occupant living in the household of that individual. <i>Bifurcate</i> means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for 	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	family of that person, or (3) the spouse or intimate partner of that person	<p>continued occupancy of the remaining tenants and lawful occupants.</p> <ul style="list-style-type: none">• <i>Covered housing provider</i> refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.• <i>Dating violence</i> means violence committed by a person:<ul style="list-style-type: none">○ Who is or has been in a social relationship of a romantic or intimate nature with the victim; and○ Where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		<p>relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.</p> <ul style="list-style-type: none">• <i>Domestic violence</i> includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.• <i>Sexual assault</i> means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		<ul style="list-style-type: none"> <i>Stalking</i> means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: fear for the person's individual safety or the safety of others; or suffer substantial emotional distress. 	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.3 Notification	Notification [24 CFR 5.2305(a)]	Notification [24 CFR 5.2005(a)]	4-6
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.3.2 Notification to Applicants and Tenants	SLHA will provide all residents with information about VAWA at the time of admission and at annual reexamination, including Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, and Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation.	SLHA will provide each of its applicants and tenants the following information regarding VAWA (i) at the time the applicant is denied assistance or admission to SLHA's public housing program; (ii) at the time an individual is admitted to SLHA's public housing program; and (iii) with any notification of termination of lease, tenancy, or assistance: <ul style="list-style-type: none"> (i) Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and 	4-6

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		(ii) Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation, which is the certification form approved by HUD to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking.	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.4 Prohibited Basis for Denial or Termination of Assistance or Eviction [24 CFR 5.2005(b)]		<p>An applicant for assistance or tenant assisted under SLHA's public housing program will not be denied admission to, denied assistance under, terminated from participation in, or evicted from their housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.</p> <p>A tenant in SLHA public housing will not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:</p> <ul style="list-style-type: none"> (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, 	4-7

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		dating violence, sexual assault, or stalking.	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.5 Request for Documentation	<p>4.6.4.1 Overview</p> <p>When SLHA is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse, it may request that the individual making the claim document the abuse. Any request for documentation will be in writing, and the individual will be allowed at least 14 business days after receipt of the request to submit the documentation. The individual may satisfy SLHA's request by providing any one of the following three forms of documentation:</p> <ul style="list-style-type: none"> • A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which will include the name of the perpetrator • A federal, state or local police report or court record • Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider, an attorney or a medical professional. The person signing the 	<p>If an applicant to or tenant in SLHA's public housing program represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request that the applicant or tenant submit the following specified documentation to SLHA. Any request by SLHA for documentation will be in writing, and the individual will be allowed fourteen (14) business days after receipt of the request to submit the documentation.</p> <p>The individual may satisfy SLHA's request by providing any one of the following permissible forms of documentation. It is at the discretion of the applicant or tenant which one of the forms of documentation to submit:</p> <ol style="list-style-type: none"> 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: <ol style="list-style-type: none"> (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking; 	4-7

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	<p>documentation will attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim will also sign the documentation</p> <p>SLHA will not require third party documentation in addition to certification, except as specified in Section 4.6.2. All requests for documentation of VAWA issues specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.</p>	<p>(ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and</p> <p>(iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide.</p> <p>2) A document:</p> <p>(i) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse.</p> <p>(ii) signed by the applicant or tenant; and</p> <p>(iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA ;or</p> <p>3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.</p>	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		SLHA will not require third party documentation in addition to certification, except as specified in its Emergency Transfer Plan. All requests for documentation of VAWA issues specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.1 Conflicting Documentation [24 CFR 5.2007(b)(2)]</p>	<p>4.6.4.2 Conflicting Documentation [24 CFR 5.2007(e)]</p> <p>If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, SLHA will attempt to determine which is the true victim by requiring each of them to provide third party documentation. SLHA will honor any court orders issued to protect the victim or to address the distribution of property.</p>	<p>If SLHA receives documentation under the above section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator) SLHA may require an applicant or tenant to submit third-party documentation, as described in the section above, within thirty (30) calendar days of the date of the request for the third-party documentation.</p>	4-8

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.2 Discretion to Require No Documentation [24 CFR 5.2007(b)(1)(iv) and (b)(3)]</p>	<p>4.6.4.3 Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]</p> <p>SLHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.</p>	<p>SLHA may, at its discretion, require no documentation or may accept an individual's own statement or other corroborating evidence—i.e., without requiring any other form of documentation. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.</p>	<p>4-8</p>
<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.3 Failure to Provide Documentation [24 CFR 5.2007(2)(i)]</p>	<p>4.6.4.4 Failure to Provide Documentation [24 CFR 5.2007(c)]</p> <p>In order to deny relief for protection under VAWA, SLHA will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as SLHA may allow, SLHA may deny relief for protection under VAWA.</p>	<p>If an applicant or tenant does not provide documentation requested by SLHA under this section within the timeframe provided, nothing in VAWA limits SLHA's authority to (A) deny admission to or assistance under SLHA's public housing program, or to terminate the lease, tenancy or participation in SLHA's public housing program.</p>	<p>4-8</p>

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.6 Confidentiality [24 CFR 5.2007(c)]</p>	<p>4.6.5 Confidentiality [24 CFR 5.2007(b)(4)]</p> <p>All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence. SLHA will not enter the information into any shared database, will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and will not provide the information to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.</p>	<p>All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be maintained in strict confidence. SLHA will not enter the information into any shared database will not allow any person within their employ, including contractors, to have access to confidential information unless explicitly authorized by SLHA for reasons that specifically call for these individuals to have access under applicable Federal, State or local law, and will not disclose confidential information to any other entity or individual, except to the extent that the disclosure is 1) requested or consented to by the individual in writing in a time-limited release; 2) required for use in an eviction proceeding or hearing regarding termination of assistance from SLHA's program; or 3) otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.</p>	<p>4-8</p>
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

Chapter 10 Denial of Admission 10.2 Prohibited Reasons for Denial of Admission [24 CFR 5.105, 24 CFR 5.2005(b)]	<ul style="list-style-type: none"> Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence or stalking if the applicant is otherwise qualified for assistance (See Chapter 4) 	Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is otherwise qualified for assistance (See Chapter 4)	10-1
Chapter 10 Denial of Admission 10.5 Criteria for Deciding to Deny Admission 10.5.4 Reasonable Accommodation	Reasonable Accommodation If the family includes a person with disabilities, SLHA's decision concerning denial of admission is subject to consideration of reasonable accommodation. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.	If the family includes a person with disabilities, SLHA's decision to deny admission based on the action or failure to act of a family member is subject to consideration of a request for reasonable accommodation if made in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.	10-4
Chapter 10 Denial of Admission 10.6 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence and Stalking 10.6.1 Documentation	SLHA will request in writing that the applicant provide documentation supporting the claim in accordance with Section 4.6.4 of this ACOP.	Change reference to: Section 4.6.5 of this ACOP.	10-4

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>10.6.1.1 Victim Documentation [24 CFR 5.2007]</p>			
<p>Chapter 16 Unit Offers</p> <p>16.4 Refusal of Unit Offer with Good Cause</p>	<ul style="list-style-type: none"> The family demonstrates to SLHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with Section 4.6.4 of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exception. 	<ul style="list-style-type: none"> The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption. If an applicant represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA. SLHA may request that the applicant submit documentation to SLHA in accordance with Section 4.6.5 of this ACOP. 	<p>16-2</p>

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

Chapter 18.4 Pro-Rated Rent for Mixed Families		<p>Per PIH Notice 2023-03 and 24 CFR 5.520(d)(1), this addition clarifies that the same 24 month limit at ACOP Section 20.6 applies to Mixed Families:</p> <p>Once a mixed family has exceeded the over-income limit for twenty-four (24) consecutive months, the family will have their tenancy terminated. In that event, the mixed family will pay their current, prorated rent amount during the 6-month period before termination.</p>	
Chapter 20.1 Overview	<p>SLHA reexamines each family's income and composition at least annually, and adjusts the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. Annual and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of rent increases. Families will be informed annually of their choice to select either income or flat-based rent. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three years.</p>	<p>Per PIH Notice 2023-03 and 24 CFR 960.253(f) add:</p> <p>However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in Section 20.6 of this ACOP for Over Income Families.</p>	
Chapter 20.3 Flat Rents	<p>SLHA offers all families the choice of paying income-based rent or flat rent at least annually. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a full reexamination of family income at least once every three years.</p>	<p>Per PIH Notice 2023-03 and 24 CFR 960.253(f) add:</p> <p>However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in Section 20.6 of this ACOP for Over Income Families.</p>	

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 21 Unit Transfer</p> <p>21.3 Special Transfers</p>	<p>21.3.2. Transfers Related to Medical Necessity or Reasonable Accommodation Under the Americans with Disabilities Act. A transfer to move residents with medical conditions or disabilities to accessible units or units with features that accommodate their disabilities. All transfer applications must be accompanied by third party documentation. Example of acceptable documentation include: medical professional's statement stating need for transfer based on a medical condition or disability (See Section 2.2.5 for additional information regarding verifying reasonable accommodation requests).</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21.3.2 Request for Reasonable Accommodation</p> <p>If the family requests a transfer to accommodate a person with disabilities, that transfer application will be processed in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21-2</p>
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.1 VAWA Transfer Policy Background</p>	<p>The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.</p>		<p>21-3</p>

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.2 Definitions [24 CFR 5.2005(e)]</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	21-4
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.3 Eligibility for Emergency Transfers</p>	<p>21.7.2 Eligibility for Emergency Transfers</p> <p>A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if:</p> <ul style="list-style-type: none"> • The resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. • The resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar-day 	<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	21-4

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	<p>period preceding a request for an emergency transfer.</p> <p>Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.</p>		
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.1 Emergency Transfers in Cases Where a Safe Unit Is Not Immediately Available</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.2 Priority of VAWA Emergency Transfers over Other Categories of Emergency Transfer</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.2 Priority of VAWA Emergency Transfers over Other Categories of Emergency Transfer</p> <p>21.7.6.2.1 Accessible Units</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.1 Violence Against Women Act (VAWA) Protections against Termination of Tenancy</p>	<p>VAWA provides specific protections against termination of tenancy for victims of domestic violence, dating violence or stalking. Those protections are as follows:</p> <ul style="list-style-type: none"> • Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim • Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence 	<p>VAWA provides specific protections against termination of tenancy for victims of domestic violence, dating violence, sexual assault or stalking. Those protections are as follows:</p> <ul style="list-style-type: none"> • An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. • A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: <ul style="list-style-type: none"> ○ The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and ○ The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking. 	<p>22-3</p>
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.3 Documentation of Abuse</p>	<p>When an individual facing termination of assistance for reasons related to domestic violence, dating violence or stalking claims protection under VAWA, SLHA will request that the individual provide documentation supporting the claim. SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, SLHA will document the waiver in the individual's file.</p>	<p>When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, SLHA may request that the applicant or tenant submit documentation to SLHA in accordance with Section 4.6.5 of this ACOP. SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, SLHA will document the waiver in the individual's file.</p>	22-4
<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.4 Terminating or Evicting a Perpetrator of</p>	<p>Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives SLHA the explicit authority to bifurcate a lease, or remove a household member from a lease.</p> <p>SLHA will bifurcate a family's lease and terminate the tenancy of a family member if SLHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy of the remaining, non-culpable family members. In making its decision, SLHA will consider all credible evidence,</p>	<p>Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators.</p> <p>SLHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual regardless of</p>	22-4

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

Domestic Violence [24 CFR 5.2009]	<p>including, but not limited to, a signed certification or other documentation of abuse submitted to SLHA by the victim.</p> <p>If SLHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, SLHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process in accordance with the transfer policies in Chapter 21.</p>	<p>whether that household member is a signatory to the lease and without evicting, removing, terminating or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.</p> <p>If SLHA bifurcates the lease, it will do so in accordance with the lease, applicable law, and the policies in this ACOP.</p>	
Chapter 22 Lease Terminations 22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking 22.4.4 Terminating or Evicting a Perpetrator of Domestic Violence [24 CFR 5.2009] 22.4.4.1 Reasonable Time to Establish Eligibility Assistance or find Alternative Housing 24 CFR 2.009(b)(2)(i)]	<p><i>(This cell contains a large diagonal watermark reading "DRAFT")</i></p>	<p>If SLHA bifurcates a lease as provided in Section 22.4.4, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under SLHA's public housing program, SLHA will provide any remaining tenant or tenants that were not already eligible a period of ninety (90) calendar days from the date of bifurcation of the lease to:</p> <ol style="list-style-type: none"> 1. Establish eligibility for SLHA's public housing program; or 2. Establish eligibility under another covered housing program; or 3. Find alternative housing. <p>However, the 90-day period provided in this section will not be available to a remaining household member if the statutory requirements for SLHA's public housing program prohibit it.</p>	<p>22-4</p>

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		<p>The 90-day period does not apply beyond the expiration of the lease unless expressly permitted by public housing regulations.</p> <p>SLHA may in its discretion extend the 90-day period for an additional sixty (60) days, unless prohibited from doing so by statutory requirements or unless the extended time period would extend beyond the expiration of the lease.</p>	
Chapter 22 Lease Terminations 22.5 Reasonable Accommodation	<p>If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.</p>	<p>If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of a request for reasonable accommodation if made by the family in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p>	22-5
ACOP Appendix 1 Tenant Parking Procedure	SEE ATTACHMENT	SEE ATTACHMENT	Appendix 1-1

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

ACOP Appendix 2 Income Limits		SEE ATTACHMENT	Appendix 2-1
ACOP Appendix 3 Flat Rent Schedule		SEE ATTACHMENT	Appendix 3-1
ACOP APPENDIX 5 Emergency Transfer Plan		SEE ATTACHMENT	

COMMENT TO FY 2023 AGENCY PLAN

COMMENT #3

(Agency Plan Attachment #14)

St. Louis Housing Authority

INCOME LIMITS

FY 2023 Income Limits
Median Family Income \$101,200

No. of Persons	1	2	3	4	5	6	7	8	9	10	11	12
30% Extremely Low	\$21,150	\$24,150	\$27,150	\$30,150	\$35,140	\$40,280	\$45,420	\$50,560	\$55,650	\$59,000	\$63,700	\$68,800
50% Very Low	\$35,200	\$40,200	\$45,250	\$50,250	\$54,300	\$58,300	\$62,350	\$66,350	\$71,700	\$77,400	\$83,600	\$90,300
80% Low	\$56,250	\$64,300	\$72,350	\$80,350	\$86,800	\$93,250	\$99,650	\$106,100	\$115,600	\$123,800	\$133,700	\$144,350

NOTE: The above income limits are effective as of May 15, 2023 and subject to change as HUD generally revises these limits annually.

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into and made a part of this policy as of the effective date of the newly established income limits as set forth and approved by HUD. As Income Limits are revised and modified by HUD and adopted by the SLHA Board of Commissioners through board resolution, they will be posted at each development.

Fran Bruce <fbruce@slha.org>

Fwd: Board Resolutions

Paul Werner <pwerner@slha.org>
To: Fran Bruce <fbruce@slha.org>

Thu, Jun 15, 2023 at 9:55 AM

Income Limits and Transfer Policy plus everything I sent to Carol in case you need anything else.

**Paul Werner**

Acting Director of Operations for Public Housing

P: 314-286-4267

F: 314-289-7267

----- Forwarded message -----

From: **Paul Werner** <pwerner@slha.org>
Date: Mon, Jun 5, 2023 at 1:15 PM
Subject: Board Resolutions
To: Carol Dunlap <cdunlap@slha.org>
Cc: Lucius Bennett <lbennett@slha.org>

Hi Carol,

Here are our resolutions and attachments. If you need anything else please let me know.

-Paul

**Paul Werner**Acting Director of Operations for Public Housing
St. Louis Housing Authority[3520 Page Blvd.](#)[St. Louis, MO 63106](#)

P: 314-286-4267

F: 314-289-7267

E: pwerner@slha.org[Visit our website!](#)

10 attachments**2023 Resolution for Public Housing Utility Allowances No. 2969.docx**
30K**2023 Flat Rent Comparables Draft 4 21 2023.xlsx**
160K**2023 Resolution ACOP No. 2968.docx**
30K**2023 Resolution Public Housing Flat Rents No. 2970.docx**
30K



2023 Utility Allowances PH and MF_Draft.xlsx

74K



APPENDIX 2 - Income Limits 2023.docx

18K



Tenant Parking Procedure_Current.docx

27K



Tenant Parking Procedure_Draft 2023_4-25-23.docx

26K



ACOP Changes Matrix 2023 - DRAFT 4-26-23_Clean.docx

58K



VAWA Emergency Transfer Plan 4.26.23.docx

59K

Comments from Resident Advisory Board

St. Louis Tenant Affairs Board (STLTAB)

Letter dated June 14, 2023

(Agency Plan Attachment #14)

**St. Louis Tenant Affairs Board
3217 Dr. Martin Luther King Drive
St. Louis, MO 63106
(314) 531-1717**

**Juanita Brown, President
Edith Guthrie, Vice President**

**Delores Quinn, Treasurer
Shelia Williams, Sargent of Arms**

June 14, 2023

Ms. Fran Bruce
St. Louis Housing Authority
3520 Page Boulevard
St. Louis, MO 63106

Subject: FY 2023 Agency Plan Annual Submission

After consulting with the St. Louis Tenant Affairs Board (STLTAB) members, we agree that any question that we have had as a group were answered during the STL TAB meetings.

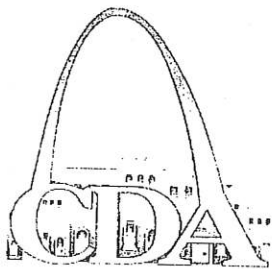
Therefore, there are no comments to the Agency Plan for FY 2023, ACOP and Five-Year Action Plan for FY 2023-2027.

Thank you,



Juanita Brown
St. Louis Tenant Affairs Board

Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan
(Agency Plan Attachment #15)



City of St. Louis
COMMUNITY DEVELOPMENT ADMINISTRATION

Tishaura O. Jones
Mayor

Nahuel S. Fefer
Executive Director

June 5, 2023

Ms. Alana C. Green
Executive Director
St. Louis Housing Authority
3520 Page Blvd.
St. Louis, MO 63106

Subject: St. Louis Housing Authority Agency Plan Annual Submission – FY 2023
Certificate of Consistency with Consolidation Plan

Dear Ms. Green,

Community Development Administration (CDA) has reviewed the draft of St. Louis Housing Authority's (SLHA) 2023 Agency Plan (Annual Plan). The draft Annual Plan is consistent with the City of St. Louis 2020 – 2024 Consolidated Plan and Annual Action Plan that assesses market conditions, affordable housing, and community development needs in the City of St. Louis.

The City of St. Louis partners with various public and private agencies by providing HUD funding opportunities to develop affordable housing choices to improve the quality and energy of efficiency of St. Louis City housing city-wide.

Please find attached an executed Certification by State Local Official of PHA Consistency Plan or State Consolidated Plan form.

Sincerely,

Nahuel Fefer
Executive Director

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Nahuel Fefer, the Executive Director, CDA
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year
2023 of the The St. Louis Housing Authority is
consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

The City of St. Louis Missouri

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State
Consolidated Plan.

The St. Louis Housing Authority's (SLHA's) Fiscal Year 2023 Agency Plan (Annual Plan) is consistent with the City of St. Louis's Consolidated Plan because its business strategies are aligned to provide programs that benefit the very-low and low-to moderate-income households in the City. SLHA and the City strive to accomplish this through the prevention or elimination of neighborhood blight and by providing safe, decent, affordable housing choices throughout the community. The SLHA and City continue to pursue and invest in opportunities for mixed-finance partnerships with private developers, investors, and community residents to develop affordable housing choices to improve the quality and energy efficiency of housing in the jurisdiction.

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 Executive Director: <u>Nahuel Fefer</u>	Name Board Chairperson: _____
Signature <u>[Signature]</u> Date <u>6/16/23</u>	Signature _____ Date _____

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. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Attachment #2
Town Hall Meeting & Public Hearing

Town Hall Meeting & Public Hearing Flyers

PUBLIC NOTICE

May 1, 2023

**NOTICE OF VIRTUAL TOWN HALL MEETING
ST. LOUIS HOUSING AUTHORITY FY 2023 AGENCY PLAN
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
UTILITY ALLOWANCE SCHEDULE
FLAT RENT SCHEDULE
5-YEAR CAPITAL FUND PLAN**

***For:* ALL SLHA Residents**
***When:* Wednesday May 24, 2023 @ 3:00 p.m.**

The St. Louis Housing Authority's (SLHA) Planning Team met with the St. Louis Tenant Affairs Board (STLTAB) and outlined their needs and concerns for the preparation of the Annual Submission of the Agency Plan for FY2023. The "Draft" Agency Plan has been prepared and is currently out for public review and comment period for 45 days. You may review the plan on the SLHA website, <https://www.slha.org/document-center/> or at your Management Office or TAB Office. SLHA has scheduled a Virtual Town Hall type meeting within this 45-day comment period, to achieve greater resident input relative to the draft plan. The 45-day comment period ends on June 14, 2023 at the Public Hearing.

Instruction to Attend Town Hall Meeting

Instructions to join the virtual public hearing are posted on the website, <https://www.slha.org/document-center/>. Comments and suggestions received will become part of the public record.

If you need any special accommodations, please contact Fran Bruce by email at fbruce@slha.org or leave a message at (314) 286-4365 at least two (2) days prior to the meeting.

If you have any questions or require more information, please give us a call.



**ST. LOUIS
HOUSING
AUTHORITY**

PUBLIC NOTICE

May 1, 2023

**NOTICE OF VIRTUAL PUBLIC HEARING
ST. LOUIS HOUSING AUTHORITY FY 2023 AGENCY PLAN
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
UTILITY ALLOWANCE SCHEDULE
FLAT RENT SCHEDULE
5-YEAR CAPITAL FUND PLAN
WWW.SLHA.ORG**

The U.S. Department of Housing and Urban Development (HUD) is providing annual funding to the St. Louis Housing Authority (SLHA) to improve the physical condition and upgrade the management and operation of its Public Housing and Section 8, Housing Choice Voucher programs. On October 21, 1998 congress enacted a new law, the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Under this new law, to receive the funding SLHA is required to develop an Annual and Five-Year Agency Plan, in consultation with residents, local government officials, and other interested parties and to develop and implement the goals, strategies, and priorities identified in the Plan. The annual submission must be submitted to the HUD field office by July 15, 2023.

This Agency Plan is subject to public review and comment. **The St. Louis Housing Authority is providing a 45-day comment period beginning May 1, 2023, and ending with the Public Hearing on June 14, 2023. The plan will be available at the SLHA's website, <https://www.slha.org/document-center/>.** Written comments will be accepted until June 14, 2023. Contact Fran Bruce, Planning and Procurement Manager, at fbruce@slha.org or by telephone at (314) 286-4365 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday to obtain additional information regarding this Agency Plan, Admissions and Continued Occupancy Policy and/or SLHA Utility Allowance Schedule.

SLHA will hold a Virtual Public Hearing on Wednesday, June 14, 2023, at 3:00 p.m. to accept comments on its Agency Plan, Five-year Plan, ACOP, Utility Allowance and Flat Rent Schedules, and Capital Fund Program. Instructions to join the virtual public hearing are posted on the website. Comments and suggestions received will become part of the public record. Additionally, written comments may be submitted regarding the plan. All written comments must be received by June 14, 2023. Please address comments to Fran Bruce at fbruce@slha.org.

Additionally, **revisions to the Admissions and Continued Occupancy Policy (ACOP)**, a component of the Agency Plan, have been made and therefore, are subject to public review and comment. The draft ACOP will be available concurrently with the draft of the Agency Plan.

St. Louis Housing Authority's Utility Allowance and the Flat Rent Schedule will be revised and is subject to public review and comment. The proposed Utility Allowance Schedule will be available concurrently with the draft of the Agency Plan.

Also, effective November 25, 2013, the Capital Fund Program Final Rule was implemented to decouple the Capital Fund Annual Submission from the Agency Plan. This annual submission will be subject to public review; therefore, **the Five-year Action Plan (FY 2023 –FY 2027)** is simultaneously being made available concurrently with the draft of the Agency Plan.

The public is invited to provide comments on the proposed Agency Plan. For additional information or assistance, please contact Fran Bruce by email at fbruce@slha.org or by telephone (314) 286-4365 or TDD (314) 286-4223.

The St. Louis Housing Authority



**ST. LOUIS
HOUSING
AUTHORITY**

Attachment #3
Certification of Compliance
Form HUD-50077

Certifications of Compliance with PHA Plan and Related Regulations <i>(Standard, Troubled, HCV-Only, and High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 3/31/2024
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**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 2023, 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 (24 CFR § 91.2).
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 (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
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 provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. 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.
6. 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 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include 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 2011-65);

- 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; and
 - 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 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. 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.
 13. 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.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. 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.
 16. 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.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. 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.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. 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.
 21. 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.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

St. Louis Housing Authority (SLHA)

PHA Name

MO001

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20 23

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. 3729, 3802).

Name of Executive Director

Alana C. Green

Signature

Date 7/15/2023

Name of Board Chairman

Sal Martinez

Signature

Date 7/15/2023

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. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Attachment #4
Civil Rights Certification
Form HUD-50077-CR

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

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 Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning 2023 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing 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 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

The St. Louis Housing Authority

PHA Name

MO001

PHA Number/HA Code

I hereby certify that all the statement above, 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 Executive Director:

Alana C. Green

Signature

Date 7/15/2023

Name of Board Chairperson:

Sal Martinez

Signature

Date 7/15/2023

The United States Department of Housing and Urban Development is authorized to collect 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. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Attachment #5

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Nahuel Fefer, the Executive Director, CDA
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal
year 2023 of the St. Louis Housing Authority is consistent with
the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

The City of St. Louis Missouri
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
State Consolidated Plan.

The St. Louis Housing Authority's (SLHA's) Fiscal Year 2023 Agency Plan (Annual Plan) is consistent
with the City of St. Louis's Consolidated Plan because its business strategies are aligned to provide
programs that benefit the very-low and low-to moderate-income households in the City. SLHA and the City
strive to accomplish this through the prevention or elimination of neighborhood blight and by providing
safe, decent, affordable housing choices throughout the community. The SLHA and City continue to pursue
and invest in opportunities for mixed-finance partnerships with private developers, investors, and
community residents to develop affordable housing choices to improve the quality and energy efficiency of
housing in the jurisdiction.

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 Executive Director:

Name of Board Chairperson:

Sal Martinez

Signature

Date

Signature

Date


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. This information is collected to
ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing
instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD
may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

RESOLUTION No. 2967

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green, Executive Director 

From: Jason W. Hensley, Director of Real Estate Development

Date: June 7, 2023

Subject: Resolution No. 2967
Approving and Authorizing the St. Louis Housing Authority Capital Fund Five-Year Plan and the FFY 2023 Capital Fund Annual Statement

In 2013, HUD published the Capital Fund Final rule, which decoupled the Capital Fund Submissions from the Agency Plan. The rule requires housing authorities to develop a separate Capital Fund submission. Housing authorities are required to hold a public hearing, consult with the resident advisory board (RAB) and submit any comments received from these hearings and the consultations for the Capital Fund submission. HUD guidance suggests that this process be held concurrent with the Agency Plan process.

The St. Louis Housing Authority (SLHA) prepared a revised Capital Fund Five-Year Plan (Plan) in conjunction with the 2023-2027 Agency Five-Year Plan and Annual Plan. SLHA provided a 45-day comment period and conducted a public hearing on June 14, 2023. The Capital Fund Five-Year Plan was available to residents and the St. Louis Tenant Affairs Board (the City-Wide RAB) prior to the hearing. The comments to the Capital Fund Five-Year Plan and the responses are attached.

In addition, HUD revised the process for accepting annual Capital Fund grants. The ACC amendments are now deemed executed when the first funds are drawn from the grant. Board approval of individual ACC amendments is no longer required. Additionally, HUD no longer provides Replacement Housing Factor Capital Fund grants. SLHA was notified on February 17, 2023 that its FFY 2023 Capital Fund allocation is \$8,977,188.00. SLHA completed the FFY 2023 Capital Fund Annual Statement in accordance with the latest approved Capital Fund Five-Year Plan.

A Physical Needs Assessment (PNA) has been finalized and accepted by SLHA and the data has been used to realign the capital fund for the five-year 2023-2027 planning period.

Board approval of the SLHA Capital Fund Five-Year Plan 2023-2027, FFY 2023 Capital Fund Annual Statement and the definition of a significant amendment or modification to the plan are requested. All supporting documents are attached.

**Authorizing and Approving the St. Louis Housing Authority Capital Fund Five-Year Plan
and the FFY 2023 Capital Fund Annual Statement**

WHEREAS, the St. Louis Housing Authority (SLHA) has prepared the Capital Fund Five-Year Plan and the FFY 2023 Capital Fund Annual Statement in accordance with 24 CFR § 903.7(g) and the guidance provided by HUD; and

WHEREAS, SLHA has worked in collaboration with the St. Louis Tenant Affairs Board and conducted planning meetings to obtain comments on the proposed Capital Fund Five-Year Plan and FFY 2023 Capital Fund Annual Statement; and

WHEREAS, SLHA has published notices and made the proposed Capital Fund Five-Year Plan and FFY 2023 Capital Fund Annual Statement available for inspection and public comment for a period of 45 days prior to the Public Hearing; and

WHEREAS, SLHA has developed a definition of a significant amendment or modification to the plan regarding the proposed Capital Fund Five-Year Plan; and

WHEREAS, SLHA conducted a Public Hearing on June 14, 2023 to obtain public comments regarding the proposed Capital Fund Five-Year Plan; and

WHEREAS, SLHA has considered all comments and recommendations received and has incorporated all relevant changes in the proposed Capital Fund Five-Year Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The Executive Director of the St. Louis Housing Authority is authorized and directed to take all actions necessary to obtain HUD approval and implement the Capital Fund Five-Year Plan and the FFY 2023 Capital Fund.

AGENCY PLAN FY 2023 CAPITAL FUND BUDGETS

Capital Fund Program
Form HUD-50075.2

Five Year Action Plan
FY 2023 - FY 2027

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/30/2011

PHA Name/Number		Locality: (City/County & State)		Revision No:		
St. Louis Housing Authority		St. Louis, MO				
A. Development Number/Name	Work Stmt. for Year 1 2023	Work Statement for Year 2 FFY: 2024	Work Statement for Year 3 FFY: 2025	Work Statement for Year 4 FFY: 2026	Work Statement for Year 5 FFY: 2027	
MO001000002 Clinton-Peabody	See Annual Statement	\$300,000				
MO001000010 James House		\$299,934				
MO001000013 Euclid Plaza			\$1,991,064			
MO001000017 West Pine			\$4,600	\$141,450	\$70,955	
MO001000019 Parkview				\$52,440	\$250,000	
MO001000028 Badenfest			\$31,395		\$199,588	
MO001000028 Badenhaus			\$150,995		\$430,675	
MO001000034 LaSalle Park					\$42,464	
MO001000037 Cochran Plaza				\$221,679	\$50,934	
MO001000038 Armand & Ohio				\$31,395		
MO001000038 California Gardens			\$86,940			
MO001000038 Folsom			\$20,700	\$115,581	\$136,069	
MO001000038 Lafayette Apartments				\$72,086	\$18,478	
MO001000038 Lafayette Townhomes				\$34,500	\$218,500	
MO001000038 Marie Fanger			\$134,605		\$58,783	
MO001000038 South Broadway			\$81,672		\$71,071	
MO001000038 Tiffany Turnkey			\$123,190	\$5,686	\$591,097	\$126,150
MO001000038 Walnut Park			\$34,040	\$89,712	\$76,245	
MO001000041 Cupples						
MO001000041 Hodiamont						
MO001000041 Lookaway						
MO001000041 McMillan Manor			\$39,634	\$51,290	\$44,281	
MO001000041 McMillan Manor II			\$80,017		\$24,840	
MO001000041 Page Manor			\$6,210	\$14,950		\$176,768
MO001000041 Samuel Shepard			\$12,765	\$58,650	\$55,821	\$175,260
MO001000052 King Louis III					\$474,720	
PHA Wide Unit Repairs			\$2,184,572	\$1,225,217	\$2,567,662	\$2,794,367
B. Physical Improvements Subtotal			\$3,404,279	\$3,739,140	\$4,654,139	\$4,554,139
C. Management Improvements		\$60,000	\$60,000	\$60,000	\$60,000	
D. HA-Wide Nondwelling Structures and Equipment		\$0	\$0	\$0	\$0	
E. Administration		\$831,201	\$831,201	\$831,201	\$831,201	
F. Other		\$810,722	\$481,316	\$608,667	\$708,667	
G. Operations		\$2,078,002	\$2,078,002	\$2,078,002	\$2,078,002	
H. Demolition		\$0	\$0	\$0	\$0	
I. Development		\$80,000	\$80,000	\$80,000	\$80,000	
J. Capital Fund Financing - Debt Service		\$1,047,805	\$1,042,350	\$0	\$0	
K. Total CGP Funds		\$8,312,009	\$8,312,009	\$8,312,009	\$8,312,009	
L. Total Non-CGP Funds		\$0	\$0	\$0		
M. Grand Total		\$8,312,009	\$8,312,009	\$8,312,009	\$8,312,009	
Signature of Executive Director and Date:			Signature of Public Housing Director/Office of Native American Programs Administrator and Date:			
X			X			

Part II: Supporting Pages

Capital Fund Program (CFP)

Office of Public and Indian Housing

Expires 4/30/2011

[illegible]

Five Year Action Plan
Part II: Supporting Pages
 Physical Needs Work Statement(s)
 Capital Fund Program (CFP)

**U. S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

[illegible]

Five Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

U. S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Work Statement for Year 1 2023	Work Statement for Year 2 FFY: 2024			Work Statement for Year 3 FFY: 2025			
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	
See Annual Statement	Management Improvement	1 Year	\$60,000.00	Management Improvement	1 Year	\$60,000.00	
	TOTAL		\$60,000.00	TOTAL		\$60,000.00	
	Other:	1 Year		Other:	1 Year		
	Fees & Cost		\$400,000.00	Fees & Cost		\$400,000.00	
	Dwelling Equipment		\$340,722.00	Dwelling Equipment		\$11,316.00	
	Non-Dwelling Equipment		\$0.00	Non-Dwelling Equipment		\$0.00	
	Relocation		\$70,000.00	Relocation		\$70,000.00	
	Debt Service		\$1,047,805.00	Debt Service		\$1,042,350.00	
	TOTAL		\$1,858,527.00	TOTAL		\$1,523,666.00	
	Operations	1 Year		Operations	1 Year		
Adequacy and Efficacy Operations and Development security		\$2,078,002.25	Adequacy and Efficacy Operations and Development security		\$2,078,002.25		
TOTAL		\$2,078,002.25	TOTAL		\$2,078,002.25		
Subtotal of Estimated Cost			\$3,996,529.25	Subtotal of Estimated Cost			\$3,661,668.25

Five Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

U. S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Work Statement for Year 1 2023	Work Statement for Year 4 FFY: 2026			Work Statement for Year 5 FFY: 2027			
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	
See Annual Statement	Management Improvement	1 Year	\$60,000.00	Management Improvement	1 Year	\$60,000.00	
	TOTAL		\$60,000.00	TOTAL		\$60,000.00	
	Other:			Other:			
	Fees & Cost	1 Year	\$400,000.00	Fees & Cost	1 Year	\$500,000.00	
	Dwelling Equipment		\$138,667.00	Dwelling Equipment		\$138,667.00	
	Non-Dwelling Equipment		\$0.00	Non-Dwelling Equipment		\$70,000.00	
	Relocation		\$70,000.00	Relocation		\$70,000.00	
	Debt Service		\$0.00	Debt Service			
	TOTAL		\$608,667.00	TOTAL		\$708,667.00	
	Operations	1 Year		Operations	1 Year		
	Adequacy and Efficacy Operations and Development security		\$2,078,002.25	Adequacy and Efficacy Operations and Development security		\$2,078,002.25	
	TOTAL		\$2,078,002.25	TOTAL		\$2,078,002.25	
Subtotal of Estimated Cost			\$2,746,669.25	Subtotal of Estimated Cost			\$2,846,669.25

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0157
 Expires 11/30/2023

“Public reporting burden for this collection of information is estimated to average 2.2 hours. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

PHA Name St. Louis Housing Authority	Grant Type and Number Capital Fund Program Grant No: MO36P00150123 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval: 2023
--	---	--

Type of Grant

☒ Original Annual Statement
 ☐ Reserve for Disasters/Emergencies
 ☐ Revised Annual Statement (revision no:
 ☐ Final Performance and Evaluation Report

☐ Performance and Evaluation Report for Period Ending:

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) ³	\$2,244,297.00			
3	1408 Management Improvements	\$60,000.00			
4	1410 Administration (may not exceed 10% of line 15)	\$897,718.00			
5	1480 General Capital Activity	\$4,724,058.00			
6	1492 Moving to Work Demonstration				
7	1501 Collateralization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment	\$1,051,115.00			
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part I: Summary					
PHA Name: St. Louis Housing Authority	Grant Type and Number Capital Fund Program Grant No: MO36P00150123 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval: 2023			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	\$8,977,188.00			
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				
Signature of Executive Director *		Date	Signature of Public Housing Director		Date

* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0157
Expires 11/30/2023

Part II: Supporting Pages								
PHA Name: St. Louis Housing Authority		Grant Type and Number Capital Fund Program Grant MO36P00150123 No: CFFP (Yes/ No): Replacement Housing Factor Grant No: —			Federal FFY of Grant: 2023			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
MO001000002 Clinton Peabody	Redevelopment Planning and Execution			\$1,000,000.00				
MO001000019 Parkview Elderly	Replace Roofing			\$58,995.00				
MO001000028 Badenhaus Elderly	Roofing & Water Heater Replacements			\$165,588.00				
MO001000038 California Gardens	Elevator Cab Finishes Replacement & HVAC PTAC Unit Replacements			\$112,930.00				
MO001000038 Folsom	Casework & Countertop Replacements, HVAC Split System Replacements, & Parking Lot Reseal			\$73,252.00				
MO001000038 Lafayette Townhomes	Water Heater Replacements			\$56,810.00				
MO001000038 Marie Fanger	Parking Lot Reseal			\$802.00				
MO001000038 Walnut Park	Roofing & Water Heater Replacements			\$129,533.00				
MO001000041 Hodiament	Board Up Building & Temporary Fencing			\$33,966.00				
MO001000041 McMillan Manor	Install Interior Doors, Flooring, Bathroom Casework, Parking Lot Reseal			\$62,400.00				
MO001000052 King Louis III	Parking Lot Reseal, Playground Surface Replace, & Remediate Suspect Fungal Growth			\$7,935.00				
(Continued Next Page)								

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

[illegible]

² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

⁴ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

**STATEMENT DEFINING
SIGNIFICANT AMENDMENT OR
MODIFICATION TO THE CAPITAL
FUND FIVE-YEAR PLAN**



Statement Defining Significant Amendment or Modification to the Capital Fund Five-Year Plan

The St. Louis Housing will amend or modify its Capital Fund Five-Year Plan upon the occurrence of any of the following events:

- A proposed demolition, disposition, homeownership, Capital Fund Financing, development, or mixed-finance proposal that is not incorporated in an approved Agency Plan.
- A federal statutory or regulatory change is made effective and, in the opinion of the St. Louis Housing Authority, has either a substantial programmatic or financial effect on the Capital Fund program.


RESOLUTION No. 2968

Asset Management Department

3520 Page Blvd. ■ St. Louis, MO 63106 ■ p 314.531-4770 ■ f 314.531.0184 ■ tdd 314.286.4223 ■ www.slha.org

MEMORANDUM

To: Board of Commissioners

Through: Alana Green, Executive Director 

From: Paul Werner, Acting Director of Operations for Public Housing

Date: June 7, 2023

Subject: Resolution No. 2968
Authorizing and Approving Revisions to the St. Louis Housing Authority's
Admissions and Continued Occupancy Policy (ACOP)

Board approval is requested for revisions to the St. Louis Housing Authority's Admissions and Continued Occupancy Policy (ACOP). In accordance with 24 CFR Sec. 960, Public Housing Authorities (PHAs) must adopt written policies concerning the Admissions to and Occupancy of Public Housing. Revisions to the ACOP include the following:

1. Adopting HUD issued income limits;
2. Adopting new flat rent schedule; and
3. Adopting changes to the ACOP as detailed in the attached matrix.

The draft revisions to the ACOP were submitted for public review for 45 days, concurrent with the Agency Plan. The comments and responses from the public review are attached.

**Authorizing and Approving Revisions to the St. Louis Housing Authority's
Admissions and Continued Occupancy Policy (ACOP)**

WHEREAS, the St. Louis Housing Authority (SLHA) desires to revise its Admissions and Continued Occupancy Policy (ACOP) to provide additions, clarifications and changes in accordance with Federal regulations with the U.S. Housing Act of 1937; and

WHEREAS, the revisions to the ACOP have been prepared in accordance with the requirements of 24 CFR Part 903, 960 and 966; and

WHEREAS, SLHA has presented the proposed revisions of the ACOP at resident planning meetings held in conjunction with the preparation of the Agency Plan; and

WHEREAS, SLHA has presented the proposed revisions of the ACOP to the St. Louis Tenant Affairs Board in conjunction with the preparation of the Agency Plan; and

WHEREAS, SLHA has published notices and made the revisions to the ACOP available for inspection and public comment for a period of 45 days prior to the Public Hearing; and

WHEREAS, SLHA conducted a Public Hearing on June 14, 2023 to obtain public comments regarding the revisions to the ACOP; and

WHEREAS, the comments received regarding the revisions to the ACOP are attached; and

WHEREAS, SLHA has considered all comments and recommendations received and has incorporated all relevant changes to the proposed ACOP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The revised St. Louis Housing Authority's Admissions and Continued Occupancy Policy (ACOP) is hereby adopted and approved.
2. The Executive Director is hereby directed to take all actions necessary to implement the revisions to the ACOP.

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

Chapter	Current	Change/Addition/Comment	Page
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.1 Overview	<p>The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or receiving assistance under the public housing program.</p>	<p>The Violence Against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or are the beneficiaries of assistance under a covered HUD program, such as SLHA's public housing program. Notwithstanding, the title of the statute, the protections under the statute cover victims regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements of 24 CFR 5.105(a), victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. SLHA's public housing program operates consistent with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing be made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.</p>	4-6
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality	<p>As used in VAWA:</p> <ul style="list-style-type: none"> Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship 	<p><u>HUD Notice PIH 2017-08 revised definitions of terms defined in the VAWA Final Rule. All definitions will be updated to reflect 24 CFR 5.2003.</u></p> <p>As used in VAWA</p> <ul style="list-style-type: none"> <i>Actual and imminent threat</i> refers to a physical danger that is real, would occur within an immediate time frame, and 	4-6

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

<p>4.6.2 Definitions [24 CFR 5.2003]</p>	<ul style="list-style-type: none"> Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction Immediate family member means, with respect to a person: <ul style="list-style-type: none"> A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or Any other person living in the household of that person and related to that person by blood and marriage Stalking means: <ul style="list-style-type: none"> To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate 	<p>could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.</p> <ul style="list-style-type: none"> <i>Affiliated individual</i>, with respect to an individual, means: <ul style="list-style-type: none"> A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or Any individual, tenant, or lawful occupant living in the household of that individual. <i>Bifurcate</i> means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for 	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	family of that person, or (3) the spouse or intimate partner of that person	<p>continued occupancy of the remaining tenants and lawful occupants.</p> <ul style="list-style-type: none">• <i>Covered housing provider</i> refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.• <i>Dating violence</i> means violence committed by a person:<ul style="list-style-type: none">○ Who is or has been in a social relationship of a romantic or intimate nature with the victim; and○ Where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		<p>relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.</p> <ul style="list-style-type: none">• <i>Domestic violence</i> includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.• <i>Sexual assault</i> means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.	
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Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		<ul style="list-style-type: none"> <i>Stalking</i> means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: fear for the person's individual safety or the safety of others; or suffer substantial emotional distress. 	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.3 Notification	Notification [24 CFR 5.2305(a)]	Notification [24 CFR 5.2005(a)]	4-6
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.3.2 Notification to Applicants and Tenants	SLHA will provide all residents with information about VAWA at the time of admission and at annual reexamination, including Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, and Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation.	SLHA will provide each of its applicants and tenants the following information regarding VAWA (i) at the time the applicant is denied assistance or admission to SLHA's public housing program; (ii) at the time an individual is admitted to SLHA's public housing program; and (iii) with any notification of termination of lease, tenancy, or assistance: <ul style="list-style-type: none"> (i) Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and 	4-6

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		(ii) Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation, which is the certification form approved by HUD to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking.	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.4 Prohibited Basis for Denial or Termination of Assistance or Eviction [24 CFR 5.2005(b)]		<p>An applicant for assistance or tenant assisted under SLHA's public housing program will not be denied admission to, denied assistance under, terminated from participation in, or evicted from their housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.</p> <p>A tenant in SLHA public housing will not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:</p> <ul style="list-style-type: none"> (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, 	4-7

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

		dating violence, sexual assault, or stalking.	
Chapter 4 Program Administration 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.6.5 Request for Documentation	4.6.4.1 Overview When SLHA is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse, it may request that the individual making the claim document the abuse. Any request for documentation will be in writing, and the individual will be allowed at least 14 business days after receipt of the request to submit the documentation. The individual may satisfy SLHA's request by providing any one of the following three forms of documentation: <ul style="list-style-type: none"> • A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which will include the name of the perpetrator • A federal, state or local police report or court record • Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider, an attorney or a medical professional. The person signing the 	If an applicant to or tenant in SLHA's public housing program represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request that the applicant or tenant submit the following specified documentation to SLHA. Any request by SLHA for documentation will be in writing, and the individual will be allowed fourteen (14) business days after receipt of the request to submit the documentation. The individual may satisfy SLHA's request by providing any one of the following permissible forms of documentation. It is at the discretion of the applicant or tenant which one of the forms of documentation to submit: <ol style="list-style-type: none"> 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: <ol style="list-style-type: none"> (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking; 	4-7

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	<p>documentation will attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim will also sign the documentation</p> <p>SLHA will not require third party documentation in addition to certification, except as specified in Section 4.6.2. All requests for documentation of VAWA issues specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.</p>	<p>(ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and</p> <p>(iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide.</p> <p>2) A document:</p> <p>(i) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse.</p> <p>(ii) signed by the applicant or tenant; and</p> <p>(iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA ;or</p> <p>3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.</p>	
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		SLHA will not require third party documentation in addition to certification, except as specified in its Emergency Transfer Plan. All requests for documentation of VAWA issues specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.1 Conflicting Documentation [24 CFR 5.2007(b)(2)]</p>	<p>4.6.4.2 Conflicting Documentation [24 CFR 5.2007(e)]</p> <p>If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, SLHA will attempt to determine which is the true victim by requiring each of them to provide third party documentation. SLHA will honor any court orders issued to protect the victim or to address the distribution of property.</p>	<p>If SLHA receives documentation under the above section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator) SLHA may require an applicant or tenant to submit third-party documentation, as described in the section above, within thirty (30) calendar days of the date of the request for the third-party documentation.</p>	4-8

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<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.2 Discretion to Require No Documentation [24 CFR 5.2007(b)(1)(iv) and (b)(3)]</p>	<p>4.6.4.3 Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]</p> <p>SLHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.</p>	<p>SLHA may, at its discretion, require no documentation or may accept an individual's own statement or other corroborating evidence—i.e., without requiring any other form of documentation. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.</p>	<p>4-8</p>
<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.5.3 Failure to Provide Documentation [24 CFR 5.2007(2)(i)]</p>	<p>4.6.4.4 Failure to Provide Documentation [24 CFR 5.2007(c)]</p> <p>In order to deny relief for protection under VAWA, SLHA will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as SLHA may allow, SLHA may deny relief for protection under VAWA.</p>	<p>If an applicant or tenant does not provide documentation requested by SLHA under this section within the timeframe provided, nothing in VAWA limits SLHA's authority to (A) deny admission to or assistance under SLHA's public housing program, or to terminate the lease, tenancy or participation in SLHA's public housing program.</p>	<p>4-8</p>

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<p>Chapter 4 Program Administration</p> <p>4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality</p> <p>4.6.6 Confidentiality [24 CFR 5.2007(c)]</p>	<p>4.6.5 Confidentiality [24 CFR 5.2007(b)(4)]</p> <p>All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence. SLHA will not enter the information into any shared database, will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and will not provide the information to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.</p>	<p>All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be maintained in strict confidence. SLHA will not enter the information into any shared database will not allow any person within their employ, including contractors, to have access to confidential information unless explicitly authorized by SLHA for reasons that specifically call for these individuals to have access under applicable Federal, State or local law, and will not disclose confidential information to any other entity or individual, except to the extent that the disclosure is 1) requested or consented to by the individual in writing in a time-limited release; 2) required for use in an eviction proceeding or hearing regarding termination of assistance from SLHA's program; or 3) otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.</p>	<p>4-8</p>
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Chapter 10 Denial of Admission 10.2 Prohibited Reasons for Denial of Admission [24 CFR 5.105, 24 CFR 5.2005(b)]	<ul style="list-style-type: none"> Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence or stalking if the applicant is otherwise qualified for assistance (See Chapter 4) 	Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is otherwise qualified for assistance (See Chapter 4)	10-1
Chapter 10 Denial of Admission 10.5 Criteria for Deciding to Deny Admission 10.5.4 Reasonable Accommodation	Reasonable Accommodation If the family includes a person with disabilities, SLHA's decision concerning denial of admission is subject to consideration of reasonable accommodation. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.	If the family includes a person with disabilities, SLHA's decision to deny admission based on the action or failure to act of a family member is subject to consideration of a request for reasonable accommodation if made in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.	10-4
Chapter 10 Denial of Admission 10.6 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence and Stalking 10.6.1 Documentation	SLHA will request in writing that the applicant provide documentation supporting the claim in accordance with Section 4.6.4 of this ACOP.	Change reference to: Section 4.6.5 of this ACOP.	10-4

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<p>10.6.1.1 Victim Documentation [24 CFR 5.2007]</p>			
<p>Chapter 16 Unit Offers</p> <p>16.4 Refusal of Unit Offer with Good Cause</p>	<ul style="list-style-type: none"> The family demonstrates to SLHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with Section 4.6.4 of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exception. 	<ul style="list-style-type: none"> The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption. If an applicant represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA. SLHA may request that the applicant submit documentation to SLHA in accordance with Section 4.6.5 of this ACOP. 	<p>16-2</p>

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Chapter 18.4 Pro-Rated Rent for Mixed Families		<p>Per PIH Notice 2023-03 and 24 CFR 5.520(d)(1), this addition clarifies that the same 24 month limit at ACOP Section 20.6 applies to Mixed Families:</p> <p>Once a mixed family has exceeded the over-income limit for twenty-four (24) consecutive months, the family will have their tenancy terminated. In that event, the mixed family will pay their current, prorated rent amount during the 6-month period before termination.</p>	
Chapter 20.1 Overview	<p>SLHA reexamines each family's income and composition at least annually, and adjusts the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. Annual and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of rent increases. Families will be informed annually of their choice to select either income or flat-based rent. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three years.</p>	<p>Per PIH Notice 2023-03 and 24 CFR 960.253(f) add:</p> <p>However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in Section 20.6 of this ACOP for Over Income Families.</p>	
Chapter 20.3 Flat Rents	<p>SLHA offers all families the choice of paying income-based rent or flat rent at least annually. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a full reexamination of family income at least once every three years.</p>	<p>Per PIH Notice 2023-03 and 24 CFR 960.253(f) add:</p> <p>However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in Section 20.6 of this ACOP for Over Income Families.</p>	

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<p>Chapter 21 Unit Transfer</p> <p>21.3 Special Transfers</p>	<p>21.3.2. Transfers Related to Medical Necessity or Reasonable Accommodation Under the Americans with Disabilities Act. A transfer to move residents with medical conditions or disabilities to accessible units or units with features that accommodate their disabilities. All transfer applications must be accompanied by third party documentation. Example of acceptable documentation include: medical professional's statement stating need for transfer based on a medical condition or disability (See Section 2.2.5 for additional information regarding verifying reasonable accommodation requests).</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21.3.2 Request for Reasonable Accommodation</p> <p>If the family requests a transfer to accommodate a person with disabilities, that transfer application will be processed in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p> <p>In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.</p>	<p>21-2</p>
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.1 VAWA Transfer Policy Background</p>	<p>The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.</p>		<p>21-3</p>

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<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.2 Definitions [24 CFR 5.2005(e)]</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	21-4
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.3 Eligibility for Emergency Transfers</p>	<p>21.7.2 Eligibility for Emergency Transfers</p> <p>A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if:</p> <ul style="list-style-type: none"> • The resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. • The resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar-day 	<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	21-4

Admissions and Continued Occupancy Policy (ACOP) Changes/Additions 2023

	<p>period preceding a request for an emergency transfer.</p> <p>Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.</p>		
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.1 Emergency Transfers in Cases Where a Safe Unit Is Not Immediately Available</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	

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<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.2 Priority of VAWA Emergency Transfers over Other Categories of Emergency Transfer</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	
<p>Chapter 21 Unit Transfer</p> <p>21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking</p> <p>21.7.6 Emergency Transfer Timing and Availability</p> <p>21.7.6.2 Priority of VAWA Emergency Transfers over Other Categories of Emergency Transfer</p> <p>21.7.6.2.1 Accessible Units</p>		<p>SEE ATTACHMENT</p> <p>Section will be revised to reference Emergency Transfer Plan</p>	

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<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.1 Violence Against Women Act (VAWA) Protections against Termination of Tenancy</p>	<p>VAWA provides specific protections against termination of tenancy for victims of domestic violence, dating violence or stalking. Those protections are as follows:</p> <ul style="list-style-type: none"> • Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim • Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence 	<p>VAWA provides specific protections against termination of tenancy for victims of domestic violence, dating violence, sexual assault or stalking. Those protections are as follows:</p> <ul style="list-style-type: none"> • An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. • A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: <ul style="list-style-type: none"> ○ The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and ○ The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking. 	<p>22-3</p>
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<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.3 Documentation of Abuse</p>	<p>When an individual facing termination of assistance for reasons related to domestic violence, dating violence or stalking claims protection under VAWA, SLHA will request that the individual provide documentation supporting the claim. SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, SLHA will document the waiver in the individual's file.</p>	<p>When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, SLHA may request that the applicant or tenant submit documentation to SLHA in accordance with Section 4.6.5 of this ACOP. SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, SLHA will document the waiver in the individual's file.</p>	22-4
<p>Chapter 22 Lease Terminations</p> <p>22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking</p> <p>22.4.4 Terminating or Evicting a Perpetrator of</p>	<p>Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives SLHA the explicit authority to bifurcate a lease, or remove a household member from a lease.</p> <p>SLHA will bifurcate a family's lease and terminate the tenancy of a family member if SLHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy of the remaining, non-culpable family members. In making its decision, SLHA will consider all credible evidence,</p>	<p>Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators.</p> <p>SLHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual regardless of</p>	22-4

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Domestic Violence [24 CFR 5.2009]	<p>including, but not limited to, a signed certification or other documentation of abuse submitted to SLHA by the victim.</p> <p>If SLHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, SLHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process in accordance with the transfer policies in Chapter 21.</p>	<p>whether that household member is a signatory to the lease and without evicting, removing, terminating or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.</p> <p>If SLHA bifurcates the lease, it will do so in accordance with the lease, applicable law, and the policies in this ACOP.</p>	
Chapter 22 Lease Terminations 22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence or Stalking 22.4.4 Terminating or Evicting a Perpetrator of Domestic Violence [24 CFR 5.2009] 22.4.4.1 Reasonable Time to Establish Eligibility Assistance or find Alternative Housing 24 CFR 2.009(b)(2)(i)]	<p><i>(This cell contains a large diagonal watermark reading "DRAFT")</i></p>	<p>If SLHA bifurcates a lease as provided in Section 22.4.4, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under SLHA's public housing program, SLHA will provide any remaining tenant or tenants that were not already eligible a period of ninety (90) calendar days from the date of bifurcation of the lease to:</p> <ol style="list-style-type: none"> 1. Establish eligibility for SLHA's public housing program; or 2. Establish eligibility under another covered housing program; or 3. Find alternative housing. <p>However, the 90-day period provided in this section will not be available to a remaining household member if the statutory requirements for SLHA's public housing program prohibit it.</p>	<p>22-4</p>

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		<p>The 90-day period does not apply beyond the expiration of the lease unless expressly permitted by public housing regulations.</p> <p>SLHA may in its discretion extend the 90-day period for an additional sixty (60) days, unless prohibited from doing so by statutory requirements or unless the extended time period would extend beyond the expiration of the lease.</p>	
Chapter 22 Lease Terminations 22.5 Reasonable Accommodation	<p>If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.</p>	<p>If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of a request for reasonable accommodation if made by the family in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.</p>	22-5
ACOP Appendix 1 Tenant Parking Procedure	SEE ATTACHMENT	SEE ATTACHMENT	Appendix 1-1

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ACOP Appendix 2 Income Limits		SEE ATTACHMENT	Appendix 2-1
ACOP Appendix 3 Flat Rent Schedule		SEE ATTACHMENT	Appendix 3-1
ACOP APPENDIX 5 Emergency Transfer Plan		SEE ATTACHMENT	

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

SLHA is concerned about the safety of the participants¹ in its programs, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),² SLHA allows program participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.³ The ability of SLHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SLHA has another dwelling unit that is immediately available⁴ tenant for temporary or more permanent occupancy.

There are five parts to this emergency plan:

- Part 1: Eligibility for Emergency Transfers**
- Part 2: Emergency Transfer Request Documentation**
- Part 3: Confidentiality**
- Part 4: Emergency Transfer Timing and Availability**
- Part 5: Safety and Security of Program Participants**

¹ For purposes of this Emergency Transfer Plan, the terms “participant,” “tenant,” “resident,” and “individual” are interchangeable.

² Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

⁴ For the purposes of this emergency transfer plan, SAHA defines “immediately available” as a vacant unit ready for move-in within a reasonable period of time.

Part 1: Eligibility for Emergency Transfers

As provided in HUD regulations at 24 CFR 5.2005(e)(2), a program participant is eligible for an emergency transfer if **one** of the following applies:

1. The participant is a victim of domestic violence, dating violence, sexual assault, or stalking; or
2. The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit; or
3. If the participant is a victim of sexual assault, and the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

An applicant or participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this Plan and submit it to:

**Attn: VAWA Coordinator
St. Louis Housing Authority
3520 Page Blvd.
St. Louis MO 63106**

or

VAWA@slha.org

Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Eligibility for an emergency transfer does not guarantee continued assistance under the program or a transfer to another covered housing program.

The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)].

Part 2: Emergency Transfer Request Documentation

If an applicant or tenant represents to SLHA that they or a member of their household is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request (but is not required to request), in writing, that the applicant or participant submit to SLHA the documentation described in Section B of this Part 2.

However, SLHA may choose to provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. In cases where SLHA decides to rely on such information, SLHA will document, in a confidential manner, the individual's verbal statement or other corroborating evidence.

A. Written Request for Documentation [24 C.F.R. 5.2007(a)(1)]

If SLHA chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, SLHA must make such request in writing and include the following:

- ☐ a deadline of fourteen (14) business days following receipt of the request;
- ☐ description of the three forms of acceptable documentation, and
- ☐ instructions on where and to whom the documentation must be submitted.

SLHA may choose to extend the 14-day period. [24 C.F.R. 5.2007(a)(2)(ii)] In determining whether to do so, SLHA will consider factors that may contribute to the individual's inability to provide the documentation in a timely manner. These factors may include, but are not limited to the following:

- cognitive limitations
- disabilities
- limited English proficiency
- absence from the unit due to hospitalization or time in an emergency shelter
- administrative delays in obtaining police or court records,
- danger of further violence, and
- the individual's need to address health or safety issues.

SLHA will also grant reasonable accommodation for persons with disabilities.

During the 14-day period and any granted extensions, SLHA may not take any adverse actions, such as eviction, termination, or denial against the individual requesting VAWA protection.

However, if an applicant or participant does not provide the documentation requested by SLHA within the 14-day period and any granted extensions, SLHA may:

- Deny admission by the applicant or tenant to the covered housing program;
- Deny assistance under the covered housing program to the applicant or tenant;
- Terminate the participation of the tenant in the covered housing program; or
- Evict the tenant, or a lawful occupant that commits a violation of a lease.

[24 C.F.R. 5.2007(a)(2)(i)]

B. Permissible Documentation [24 C.F.R. 5.2007(b)(1)(i)-(iii)]

The individual may satisfy SLHA's request for documentation by providing any **one** of the following permissible forms of documentation. It is at the discretion of the applicant or participant which one of the forms of documentation to submit:

1. A completed and signed Form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* that:
 - ☐ States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking;
 - ☐ States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and
 - ☐ Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking **if** the name is known **and** safe to provide.
2. A document that:
 - ☐ is signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence,

dating violence, sexual assault, or stalking, or the effects of such abuse;

- ☐ is signed by the applicant or tenant; and
 - ☐ specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA.
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.

If the applicant or participant submits a completed and signed *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (Form HUD-5382), additional third-party documentation is not required, **unless** for the reasons specified below under "Conflicting Documentation." [24 CFR 5.2005(e)(10)]

C. Conflicting Documentation [24 CFR 5.2007(b)(2)]

If SLHA receives documentation under the above section that contains conflicting information, SLHA may require an applicant or participant to submit third-party documentation, as described in Section B (2) and (3) above, within thirty (30) calendar days of the date of the request for the third-party documentation.

Conflicting information includes, but is not limited to:

1. More than one applicant or participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or
2. Submitted documentation contains information that conflicts with existing information already available to SLHA.

In the circumstance that an individual has submitted conflicting documentation, SLHA may request the individual submit any one of the following to meet the third-party documentation request:

1. A document that:

- ☐ is signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse;
 - ☐ is signed by the applicant or tenant; and
 - ☐ specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA.
2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.

SLHA must grant the individual thirty (30) calendar days from the date of the request to provide such third-party documentation.

If the individual submits third-party documentation that meets the above criteria and supports the individual's VAWA request, SLHA will **not** require further documentation of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking.

If the individual does not submit any third-party documentation within the required time period or submits documentation that does not meet the above criteria, SLHA may, but is not required to, accept that individual's assertion of victim status for the purpose of VAWA protection.

Part 3: Confidentiality

SLHA will keep confidential any information related to the exercise of the applicant's or participant's rights under VAWA, including the fact that they are exercising their rights under VAWA. [24 CFR 5.2007(c)]

SLHA will not allow any individual administering assistance or other services on its behalf (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. SLHA, however, may disclose the information provided if:

- ☐ The victim gives written permission to SLHA to release the information on a time limited basis.
- ☐ SLHA needs to use the information in an eviction or termination proceeding, such as to evict the abuser or perpetrator or terminate the abuser or perpetrator from assistance under this program.
- ☐ A law requires SLHA or a landlord to release the information.

SLHA will not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. [24 CFR 5.2005(e)(4)]

Part 4: Emergency Transfer Timing and Availability

SLHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SLHA will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)]; therefore, the emergency transfer plan does not guarantee an external transfer to another covered housing program.

At the applicant or participant's request, SLHA will assist with contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this Plan.

A. Housing Choice Voucher (HCV) Program [24 CFR 5.2005(e)(9)]

When a participant communicates an emergency transfer request due to reasons that fall under VAWA, the VAWA Coordinator will handle the request as follows:

1. The VAWA Coordinator will ask the participant to provide contact information at which the victim feels safe receiving communication and the manner of communication (e.g. phone call, email, U.S. Mail).
2. The VAWA Coordinator will provide the individual with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (Form HUD-5382) and *Notice of Occupancy Rights* attached to this Plan [24 CFR 5.2005], along with a written request for documentation that includes the following:
 - ☐ a deadline of fourteen (14) business days following receipt of the request;
 - ☐ description of the three forms of acceptable documentation, and
 - ☐ instructions on where and to whom the documentation must be submitted.
3. The VAWA Coordinator will review the request once the completed Form HUD-5382 or other acceptable documentation has been submitted and determine whether the case falls under VAWA definitions.

4. If the case falls under VAWA definitions, the VAWA Coordinator will send an e-mail to the assigned Housing Specialist instructing that the individual should be issued a voucher to move, and that issuance of the voucher is time-sensitive.
5. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.
6. The assigned Housing Specialist will expedite completing the recertification (if recertification is necessary) and issue the voucher to the participant.
7. The VAWA Coordinator will inform the participant that local victim service providers may be able to assist them with identifying temporary shelter or other services, such as safety planning, counseling, and emergency funding. The VAWA Coordinator will provide the list of resources in this Plan.
8. When the participant's Request for Tenancy Approval is submitted SLHA will expeditiously inspect the unit, conduct a rent reasonableness determination, and prepare the HAP contract.
9. **Family Break-Up.** The VAWA Coordinator may instruct the Housing Specialist to issue a voucher to facilitate the emergency transfer of the victim without first terminating assistance to the perpetrator. [24 CFR 982.315(a)(2)]
10. SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. However, the VAWA Coordinator will retain VAWA documentation in a separate case file for a period of three (3) years after completion of the request, including a record of each request made under this Plan and the outcomes of each request. [24 CFR 5.2005(e)(12)]

No restrictions on moves. SLHA's policies on restricting timing and number of moves do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health and safety of the family or family member. [24 CFR 982.354(c)(2)(iii)]

Porting. If the participant requests to move outside of SLHA's jurisdiction, the portability regulations will still apply [PIH Notice 2016-09].

B. Project-Based Voucher (PBV) Program⁵

Unlike families receiving tenant-based assistance under the HCV program, PBV families cannot move with their project-based assistance as the assistance is tied to the unit. However, if a participant makes an emergency transfer request and SLHA's VAWA Coordinator determines the case falls under VAWA definitions, SLHA will offer the participant a transfer to an available Project-Based Voucher unit provided the participant meets any tenant screening or eligibility requirements of the property.

Participants will not be denied admission on the basis or as a direct result that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

If there is no safe Project-Based Voucher unit immediately available, SLHA will offer the family a tenant-based voucher in accordance with the procedures outlined in this Plan.

C. Public Housing Program

For purposes of this Section:

- *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be considered a new applicant, meaning the tenant may reside in a new unit without having to undergo an application process. [24 CFR 5.2005(1)(e)(i)]
- *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be considered a new applicant, meaning the tenant must undergo an application process in order to reside in the new unit. [24 CFR 5.2005(1)(e)(ii)]
- *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe. [24 CFR 5.2005(1)(e)(iii)]

When a SLHA public housing resident communicates an emergency transfer request due to reasons that fall under VAWA, the resident may make an internal emergency transfer under VAWA when a safe unit is immediately available. The VAWA Coordinator will process the request as follows [24 CFR 5.2005(e)(6)]:

⁵ PHAs administering Public Housing, HCV (including PBV), and Section 8 Mod Rehab must ensure that their Emergency Transfer Plan covers these programs. PIH Notice 2017-08.

1. The VAWA Coordinator will ask the participant to provide contact information at which the victim feels safe receiving communication and the manner of communication (e.g. phone call, email, U.S. Mail).
2. The VAWA Coordinator will provide the participant with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (Form HUD-5382) and *Notice of Occupancy Rights* attached to this Plan, along with a written request for documentation that includes the following:
 - ☐ a deadline of fourteen (14) business days following receipt of the request;
 - ☐ description of the three forms of acceptable documentation; and
 - ☐ instructions on where and to whom the documentation must be submitted.
3. The VAWA Coordinator will give the resident the list of domestic violence advocacy organizations attached to this Emergency Transfer Plan.
4. The VAWA Coordinator will review the request once the completed Form HUD-5382 or other acceptable documentation has been submitted and determine whether the case falls under VAWA definitions.
5. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.
6. If the case falls under VAWA definitions, the VAWA Coordinator will email SLHA's Contract and Compliance Specialist and request a list of available units for which the household is eligible.
7. The Contract and Compliance Specialist will identify all units that may be available in SLHA's database and contact each property to confirm unit availability. Once confirmed, the Contract and Compliance Specialist will email the list of available units (if any) to the VAWA Coordinator.
8. If a safe unit is immediately available, the VAWA Coordinator will contact the participant by phone (and confirm in writing by email or U.S. Mail if safe to do so), the address for the first available unit.

9. The VAWA Coordinator will contact the public housing site of the available unit to arrange a date and time for the resident to view the unit and complete any paperwork necessary to complete the transfer.
10. If the resident accepts the unit offered, the VAWA Coordinator will confirm by obtaining the resident's signature of acceptance on a unit offer letter. The VAWA Coordinator will then email the signed unit acceptance to both public housing sites (former unit and new unit) to SLHA's Contract and Compliance Specialist.
11. Upon receipt of the signed unit acceptance, the new public housing site will send an email to the old public housing site and SLHA's Contract and Compliance Specialist, stating the exact move-in date.
12. The resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred.
13. SLHA may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit. For example, a non-elderly individual will not be eligible to transfer to an elderly only property.
14. If the resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit subject to unit availability and the following:
 - a. SLHA will limit emergency unit transfer offers to three (3) unit offers unless the individual submits supporting documentation of "good cause" to reject the unit offer.
 - b. "Good cause" is defined as a situation in which an individual is willing to move but is unable to do so at the time of the unit offer, or the individual demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the individual's race, color, national origin, etc.
15. If the resident declines a unit offered, the VAWA Coordinator will confirm by obtaining the resident's signature declining on the unit offer letter. The VAWA Coordinator will then email the signed unit decline to both public housing sites (former unit and new unit) and to SLHA's Contract and Compliance Specialist.

16. SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. However, the VAWA Coordinator will retain VAWA documentation in a separate case file for a period of three (3) years after completion of the request, including a record of each request made under this Plan and the outcomes of each request. [24 CFR 5.2005(e)(12)]

If a Safe Unit Is Not Immediately Available [24 CFR 5.2005(e)(6)]: If SLHA does not have a safe unit immediately available for an Internal Emergency Transfer, the resident will be placed on the Emergency Transfer Waitlist. Residents on the Emergency Transfer Waitlist will take precedence over non-VAWA transfers and new applicants. The resident may also request an External Emergency Transfer. A resident may choose to pursue both an Internal and an External Transfer at the same time. [24 CFR 5.2005(e)(8)]

If External Emergency Transfer is Requested [24 CFR 5.2005(e)(7)]: The VAWA Coordinator will take the following steps to assist the tenant with an External Emergency Transfer:

1. Provide the resident with a list of other SLHA-assisted properties. The list will include unit sizes, preferences, and contact information.
2. At the tenant's request, SLHA will also provide a list of non-SLHA assisted properties and/or housing providers that includes unit size, preferences, and contact information obtained from <https://hopeforseniorsstl.org/case-management/senior-housing-list/>
3. At the tenant's request, the VAWA Coordinator will assist the resident by contacting one or more of the housing providers.
4. At the tenant's request, the VAWA Coordinator will share documentation from the resident's current file in order to expedite the application process to a new unit, as long as the resident provides written consent to do so, and applicable confidentiality requirements are met.

Priority of VAWA Emergency Transfers in Public Housing [24 CFR

5.2005(e)(3)]: The order for priority of VAWA Emergency Transfers will be as follows (subject to the requirements of HUD Section 504 discussed below):

- **First priority:** Internal Emergency Transfers. Priority among Internal Emergency Transfers will be evaluated on a case-by-case basis if any conflicts arise.
- **Second priority:** External Emergency Transfers.
- **Third priority:** Internal Special Transfers (i.e. non-VAWA).

Accessible Units in Public Housing: In order to meet the requirements of HUD Section 504 to maximize use of accessible units by those who need accessibility features, SLHA will apply the following order of priority for Accessible Units only:

- **First priority:** current occupant of the property who needs the accessibility features of the vacant unit.
- **Second priority:** eligible qualified individual on the waiting list who needs accessible features.
- **Third priority:** individuals without disabilities who need an emergency transfer under VAWA.

Part 5: Safety and Security of Program Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, applicants and participants are urged to take all reasonable precautions to be safe. SLHA will provide information to applicants and participants to obtain assistance for their security and safety with the following disclaimer:

St. Louis Housing Authority is not responsible for and does not operate, control, or endorse, any of the below listed providers or websites. The information is provided merely as a resource.

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

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

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

Local Resources:

Domestic/Sexual Violence Crisis Hotlines

ALIVE	314.993.2777
Safe Connections	314.531.2003
YWCA Metro St. Louis	314.531.7273

Domestic Violence Shelters

A Safe Place	636.232.2301 (Jefferson County)
Bridgeway Behavioral Health	636.224.1800 (St. Charles)
Kathy J. Weinman Shelter	314.423.1117 (St. Louis County)
Saint Martha's Hall	314.533.1313
The Women's Safe House	314.772.4535

Legal Assistance and Courts

St. Louis City Adult Abuse Office	314.622.4434
St. Louis County Adult Abuse Office	314.615.4725

Jefferson County Courthouse	636.797.5060
St. Charles County Courthouse	636.949.3080
Legal Assistance of Eastern Missouri	314.532.4200

Other support services and programs

Crime Victim Center	314.652.3623
Family Forward – ROW Programs	314.588.8300
Life Source Consultant	314.524.0686
Lydia's House	314.771.4411
Missouri Coalition Against Domestic & Sexual Violence (MCADSV)	573.634.4161
Pathways to Brightness	314.328.4348

St. Louis Housing Authority

Notice of Occupancy Rights under the Violence Against Women Act⁶

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.⁷ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Public Housing** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under Public Housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under Public Housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights **under Public Housing** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Ref. Form HUD-5380
(12/2016)

⁶ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

⁷ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

St. Louis Housing Authority may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If St. Louis Housing Authority chooses to remove the abuser or perpetrator, St. Louis Housing Authority may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, St. Louis Housing Authority must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, St. Louis Housing Authority must follow Federal, State, and local eviction procedures. In order to divide a lease, St. Louis Housing Authority may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, St. Louis Housing Authority may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, St. Louis Housing Authority may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If St. Louis Housing Authority does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, St. Louis Housing Authority may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** St. Louis Housing Authority may choose to require that you submit a form or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

St. Louis Housing Authority will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

St. Louis Housing Authority's emergency transfer plan provides further information on emergency transfers, and St. Louis Housing Authority must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

St. Louis Housing Authority can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from St. Louis Housing Authority must be in writing, and St. Louis Housing Authority must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. St. Louis Housing Authority may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to St. Louis Housing Authority as documentation. It is your choice which of the following to submit if St. Louis Housing Authority asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- ☐ A complete HUD-approved certification form given to you by St. Louis Housing Authority with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

Ref. Form HUD-5380
(12/2016)

- ☐ A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- ☐ A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- ☐ Any other statement or evidence that St. Louis Housing Authority has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, St. Louis Housing Authority does not have to provide you with the protections contained in this notice. If St. Louis Housing Authority receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), St. Louis Housing Authority has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, St. Louis Housing Authority does not have to provide you with the protections contained in this notice.

Confidentiality

St. Louis Housing Authority must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

St. Louis Housing Authority must not allow any individual administering assistance or other services on behalf of St. Louis Housing Authority (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. St. Louis Housing Authority must not enter your information into any shared database or disclose your information to any other entity or individual. St. Louis Housing Authority, however, may disclose the information provided if:

- ☐ You give written permission to St. Louis Housing Authority to release the information on a time limited basis.

Ref. Form HUD-5380
(12/2016)

- ☐ St. Louis Housing Authority needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- ☐ A law requires St. Louis Housing Authority or your landlord to release the information.

VAWA does not limit St. Louis Housing Authority's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, St. Louis Housing Authority cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if St. Louis Housing Authority can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If St. Louis Housing Authority can demonstrate the above, St. Louis Housing Authority should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **St. Louis FHEO Field Office, 1222 Spruce Street, Room 3.203, St. Louis, MO 63103, (314)418-5400.**

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, St. Louis Housing Authority must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact St. Louis Housing Authority General Counsel at (314) 286-4231.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Legal Services of Eastern Missouri, 4232 Forest Park Avenue, St. Louis, MO 63108, (314) 534-4200 or 1-800-444-0514.

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

For help regarding sexual assault, you may contact RAINN (Rape, Abuse & Incest National Network) at 1-800-656-HOPE (1-800-656-4673).

Victims of stalking seeking help may contact the Stalking Resource Center at 1-855-4-VICTIM (1-855-484-2846).

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

PROPOSED SLHA RESIDENT PARKING PROCEDURE

Attachment 1 **Resident Parking Procedure**

To ensure that residents are receiving full benefit and use of resident parking facilities, the St. Louis Housing Authority (SLHA) has implemented a parking sticker policy to govern their use.

The Management Office will be responsible for the issuance and record keeping of parking stickers utilizing the SLHA Parking Sticker Issuance Form. The Management Office will establish and maintain a log for all parking stickers indicating the date of issuance, name of Resident issued to, Guest Name (if applicable for temporary permit), driver's license number (if available), telephone number, vehicle make and model, and license plate number.

Parking will be on a first come, first served basis. There will be no assigned parking spaces. Families may be allowed more than one parking sticker per household if there are a sufficient number of parking spaces available at the development.

Parking stickers will be issued to the Head of Household. In the event the Head of Household does not own a vehicle but another family member (who is on the lease and resides in the household) has a vehicle, the head of the household can authorize that family member to become the recipient of the parking sticker. Residents must provide the Management Office with proof of current registration.

Once the parking sticker is issued, it should be affixed to the front windshield (bottom left-hand corner) where it is visible. Parking stickers must be visible at all times. Parking stickers shall only be issued to current residents and are only valid during the term of a resident's lease. In the event that a Resident's vehicle is sold, stolen, sustains windshield damage, etc., additional documentation will be required in order to receive a second parking sticker (i.e.: bill of sale, police reports, etc.).

Upon request from the Head of Household, Management may issue a temporary parking permit to a visitor not to exceed twenty-one (21) days. The following information must be provided to the Management Office before a temporary parking permit will be issued:

1. Name of visitor
2. License plate number
3. Make and Model of car

Residents must abide by SLHA rules and regulations regarding the use of SLHA parking facilities. The following guidelines have been established for each development:

1. Parking facilities are solely for the convenience of Residents. The use of the parking facilities by unauthorized persons is prohibited.

PROPOSED SLHA RESIDENT PARKING PROCEDURE

2. Parking facilities are not to be used as a storage lot. Any derelict, abandoned, unregistered, hazardous, or unauthorized vehicles may be towed at the owner's expense.
3. Trailers, boats, or commercial vehicles cannot be parked on SLHA property without prior written permission from the Management Office.
4. Maintenance and/or repairs to vehicles is prohibited except for emergency repairs such as changing of a flat tire.
5. Vehicles must be removed at times specified by Management for cleaning and repair of parking facilities as long as proper notification is provided.
6. Vehicles shall be parked within designated, striped areas only. Parking on sidewalks, fire lanes, lawns or any other area not designated for parking is prohibited.
7. Vehicles parked in accessible or handicapped spaces are required to display a current disabled placard or disabled license plates as required by state law.
8. Vehicles violating these rules may be towed at the owner's expense.

THE USE OF ANY PARKING FACILITY IS SOLELY AT THE VEHICLE OWNER'S OWN RISK, AND THE ST. LOUIS HOUSING AUTHORITY ASSUMES NO RESPONSIBILITY OF ANY NATURE WITH RESPECT TO THE VEHICLE OR ITS CONTENTS.

PERMISSION TO USE PARKING FACILITIES IS A PRIVILEGE AND MAY BE REVOKED AT ANY TIME.

PROPOSED SLHA RESIDENT PARKING PROCEDURE

ST. LOUIS HOUSING AUTHORITY

Parking Sticker Issuance Form

CHECK ONE:

☐ Head of Household

☐ Other Resident

☐ Temporary

Head of Household:

Address:

Telephone Number:

Development:

Resident/Guest Name:

If applicable

VEHICLE INFORMATION

Make:

Model:

License Plate Number:

Proof of Current Registration
Provided

☐

Expiration Date:_____

Parking Sticker Number:

Expiration Date:

Head of Household

Date

Witnessed By/Issued By
Management Staff Signature

Date

CURRENT TENANT PARKING PROCEDURE

Attachment 1 **Tenant Parking Procedure**

In order to ensure that tenants are receiving full benefit and use of tenant parking facilities, the St. Louis Housing Authority (SLHA) has implemented a parking sticker policy to govern their use.

The Management Office will be responsible for the issuance and record keeping of parking stickers. A log is to be established and maintained indicating the date of issuance, parking sticker number, name of tenant issued to, driver's license number, telephone number of tenant, the tenant's original signature verifying receipt of parking sticker, car make and model, license plate number and vehicle registration number.

Parking will be on a first come, first served basis. Families may be allowed more than one parking sticker per household if there are a sufficient number of parking spaces at the development.

Parking stickers will be issued to the head of household. In the event the head of household does not own a vehicle but another family member (who is on the lease and resides in the household) has a vehicle, the head of the household can submit an affidavit authorizing that family member to become the recipient of the parking sticker. Tenants must provide the Management Office with a valid driver's license and registration. The driver's license and registration must list the development address as the driver's place of residence.

Once the parking sticker is issued, it should be affixed to the front windshield (bottom left hand corner) where it is visible.

In general, no second parking sticker will be issued to tenants. In the event that a tenant vehicle is sold, stolen, sustains windshield damage, etc., proof will be required in order to receive a second parking sticker (i.e.: bill of sale, police reports, etc.).

Upon request from the head of the household, management staff may issue temporary visitor parking permits to the head of the household only. A temporary permit may be issued for occasions when a visitor requires vehicle parking on the parking facilities overnight or during a resident's new vehicle registration, not to exceed 30 days. The following information must be provided to the Management Office before a temporary permit will be issued:

1. Name of visitor
2. License plate number
3. Make of car
4. Date on which the visitor will be leaving (for the purpose of indicating an expiration date on the temporary permit).

CURRENT TENANT PARKING PROCEDURE

All unauthorized parking vehicles will be subject to issuance of a summons and/or removal of the vehicle from the parking lot at the owners' expense.

Tenants must abide by SLHA rules and regulations regarding the use of SLHA parking facilities. The following guidelines have been established for each development:

1. Parking facilities are solely for the convenience of tenants. The use of the parking facilities by unauthorized persons is prohibited.
2. Parking facilities are only to be used by properly licensed vehicles (license must be lawfully displayed) and are not to be used as a storage lot.
3. Trailers, boats, or commercial vehicles cannot be parked on SLHA property without prior written permission from the Management Office.
4. Maintenance and/or repairs to vehicles must not take place in the parking facilities.
5. Parking facilities will be cleaned on designated days during the month. These days will be determined by each development with prior notification provided. The area must be cleared of vehicles between the hours of 9:00 a.m. to 12:00 p.m. on the day cleaning is to take place.
6. Vehicles shall be parked within designated, striped areas only.
7. Vehicles violating these rules will be subject to removal from the parking area.

Parking is at your own risk. Permission to use parking facilities is a privilege and may be revoked at any time.

CURRENT TENANT PARKING PROCEDURE

ST. LOUIS HOUSING AUTHORITY

Parking Sticker Issuance

Name: _____

Address: _____

Telephone Number: _____

Make: _____

Model: _____

Driver's License Number: _____

License Plate Number: _____

Registration Number: _____

Development Parking Sticker Number: _____

Expiration Date: _____

Resident Signature

Date

Witnessed By/Issued By
(Management Staff Signature)

Date

St. Louis Housing Authority

INCOME LIMITS

FY 2023 Income Limits
Median Family Income \$101,200

No. of Persons	1	2	3	4	5	6	7	8	9	10	11	12
30% Extremely Low	\$21,150	\$24,150	\$27,150	\$30,150	\$35,140	\$40,280	\$45,420	\$50,560	\$55,650	\$59,000	\$63,700	\$68,800
50% Very Low	\$35,200	\$40,200	\$45,250	\$50,250	\$54,300	\$58,300	\$62,350	\$66,350	\$71,700	\$77,400	\$83,600	\$90,300
80% Low	\$56,250	\$64,300	\$72,350	\$80,350	\$86,800	\$93,250	\$99,650	\$106,100	\$115,600	\$123,800	\$133,700	\$144,350

NOTE: The above income limits are effective as of May 15, 2023 and subject to change as HUD generally revises these limits annually.

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into and made a part of this policy as of the effective date of the newly established income limits as set forth and approved by HUD. As Income Limits are revised and modified by HUD and adopted by the SLHA Board of Commissioners through board resolution, they will be posted at each development.

RESOLUTION No. 2969




Asset Management Department

3520 Page Blvd. ■ St. Louis, MO 63106 ■ p 314.531-4770 ■ f 314.531.0184 ■ tdd 314.286.4223 ■ www.slha.org

MEMORANDUM

To: Board of Commissioners

Through: Alana Green, Executive Director 

From: Paul Werner, Acting Director of Operations for Public Housing

Date: June 7, 2023

Subject: Resolution No. 2969
Authorizing and Approving the Allowances for Tenant-Furnished Utilities and
Other Services for the Public Housing Program

In accordance with HUD regulations, Public Housing Authorities are required to revise the utility allowance schedule if there is a change in the utility rate of 10 percent or more from the rate on which the allowance was based.

Board approval is requested for the proposed utility allowance schedule.

**AUTHORIZING AND APPROVING THE ALLOWANCES FOR TENANT FURNISHED UTILITIES
AND OTHER SERVICES FOR PUBLIC HOUSING**

WHEREAS, it is necessary to revise the Tenant-Furnished Utility Allowances for Public Housing to be consistent with current utility rates and regulatory requirements; and

WHEREAS, the attached Tenant-Furnished Utility Allowances replace the previous utility allowances; and

WHEREAS, the attached Tenant-Furnished Utility Allowances comply with all federal rules and regulations, and

WHEREAS, the utility allowances will be implemented on all recertifications entered into the St. Louis Housing Authority's computer system on July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The attached 2023 Tenant-Furnished Utility Allowance schedule for the Public Housing Program is hereby adopted and approved.
2. The Executive Director is hereby directed to take all actions necessary to implement the Tenant-Furnished Utility Allowances.

Clinton Peabody		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas		\$67	\$80	\$93	\$111	\$125	
Total Electric		\$55	\$68	\$82	\$101	\$115	
Total		\$122	\$148	\$175	\$212	\$240	
Cochran Plaza		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$80	\$93	\$111	\$125	\$139
Total Electric			\$68	\$82	\$101	\$115	\$131
Total			\$148	\$175	\$212	\$240	\$270
Towne XV		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$68			
Total Electric				\$67			
Total				\$135			
McMillan Manor		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$85	\$101		
Total Electric				\$96	\$119		
Total				\$181	\$220		
Mc Millan Manor II		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$93	\$111		
Total Electric				\$82	\$101		
Total				\$175	\$212		
Page Manor		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$93	\$111		
Total Electric				\$82	\$101		
Total				\$175	\$212		
LaSalle Park		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$80	\$93	\$111		
Total Electric			\$68	\$82	\$101		
Total			\$148	\$175	\$212		
Armand & Ohio		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$81		\$113	
Total Electric				\$100		\$135	
Total				\$181		\$248	
Folsom		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$66	\$76	\$89		
Total Electric			\$59	\$70	\$87		
Total			\$125	\$146	\$176		
Samuel Shepard		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$66	\$76	\$89		
Total Electric			\$59	\$70	\$87		
Total			\$125	\$146	\$176		
Marie Fanger		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$66	\$76	\$89		
Total Electric			\$59	\$70	\$87		
Total			\$125	\$146	\$176		
Cuppies		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$76	\$89		
Total Electric				\$70	\$87		
Total				\$146	\$176		

Hodiamont		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas			\$66	\$76	\$89		
Total Electric			\$59	\$70	\$87		
Total			\$125	\$146	\$176		
Badenfest		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas							
Total Electric		\$90	\$110				
Total		\$90	\$110				
South Boardway		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$76			
Total Electric				\$70			
Total				\$146			
Walnut Park		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$93		\$125	
Total Electric				\$82		\$115	
Total				\$175		\$240	
Lookaway		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas				\$93	\$111		
Total Electric				\$82	\$101		
Total				\$175	\$212		
Lafayette Towne		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas		\$56	\$66	\$76			
Total Electric		\$48	\$59	\$70			
Total		\$104	\$125	\$146			
Tiffany Turnkey		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas		\$56	\$66				
Total Electric		\$48	\$59				
Total		\$104	\$125				
King Louis Square III		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances							
Total Gas							
Total Electric		\$83		\$145	\$184		
Total		\$83		\$145	\$184		

Murphy Park I,II & III	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances			Garden	Garden			
Total Gas			\$66	\$76			
Total Electric			\$59	\$70			
Total			\$125	\$146			
Murphy Park I,II & III	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances			Townhouse	Townhouse	Townhouse	Townhouse	Townhouse
Total Gas			\$80	\$93	\$111	\$125	\$139
Total Electric			\$68	\$82	\$101	\$115	\$131
Total			\$148	\$175	\$212	\$240	\$270
King Louis Square I	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances		Garden	Townhouse	Townhouse	Townhouse		
Total Gas		\$56	\$80	\$93	\$111		
Total Electric		\$48	\$68	\$82	\$101		
Total		\$104	\$148	\$175	\$212		
King Louis Square II	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances		Garden	Garden	Townhouse			
Total Gas		\$0	\$0	\$0			
Total Electric		\$105	\$121	\$178			
Total		\$105	\$121	\$178			
Renaissance Place I, II, III	Unit Type	Bedroom 1	Bedroom 2	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5
Utility Allowances		Garden	Garden	Townhouse	Townhouse	Townhouse	Townhouse
Total Gas		\$56	\$66	\$80	\$93	\$111	\$125
Total Electric		\$48	\$59	\$68	\$82	\$101	\$115
Total		\$104	\$125	\$148	\$175	\$212	\$240
Cambridge Heights I & II	Unit Type	Bedroom 1	Bedroom 2	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5
Utility Allowances		Garden	Garden	Townhouse	Townhouse	Townhouse	Townhouse
Total Gas		\$0	\$0	\$0	\$0	\$0	\$0
Total Electric		\$105	\$121	\$145	\$178		\$244
Total		\$105	\$121	\$145	\$178	\$223	\$244
Arlington Grove	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances			Towhhouse	Townhouse			
Total Gas			\$73	\$85			
Total Electric			\$79	\$96			
Total			\$152	\$181			
North Sarah	Unit Type	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 4	Bedroom 5	Bedroom 6
Utility Allowances		Garden	Towhhouse	Townhouse			
Total Gas		\$51	\$73	\$85			
Total Electric		\$57	\$79	\$96			
Total		\$108	\$152	\$181			

RESOLUTION No. 2970




Asset Management Department

3520 Page Blvd. ■ St. Louis, MO 63106 ■ p 314.531-4770 ■ f 314.531.0184 ■ tdd 314.286.4223 ■ www.slha.org

MEMORANDUM

To: Board of Commissioners

Through: Alana Green, Executive Director 

From: Paul Werner, Acting Director of Operations for Public Housing

Date: June 7, 2023

Subject: Resolution No. 2970
Authorizing and Approving the Flat Rent Schedule for the Public Housing Program

Sections 210 and 243 of Title II of P.L. 113-76, the Consolidated Appropriations Act of 2014, established new parameters that housing authorities must use when determining flat rent amounts. Specifically, flat rents must now be set at no less than 80% of the applicable Fair Market Rent (FMR). The St. Louis Housing Authority revised the Flat Rent Schedule to be consistent with the statutory requirements and submitted the proposed Flat Rent Schedule for public review for 45 days, concurrent with the Agency Plan.

Board approval is requested for the proposed Flat Rent Schedule for the Public Housing Program.

Authorizing and Approving the Proposed Flat Rent Schedule for the Public Housing Program

WHEREAS, it is necessary to revise the Flat Rent Schedule for the Public Housing program to be consistent with current utility rates and regulatory requirements; and

WHEREAS, the St. Louis Housing Authority (SLHA) has worked in collaboration with the St. Louis Tenant Affairs Board and conducted planning meetings to obtain comments on the proposed Flat Rent Schedule; and

WHEREAS, SLHA has published notices and made the proposed Flat Rent Schedule available for inspection and public comment for a period of 45 days prior to the Public Hearing; and

WHEREAS, SLHA conducted a Public Hearing on June 14, 2023 to obtain public comments regarding the revisions to the proposed Flat Rent Schedule; and

WHEREAS, SLHA has considered all comments and recommendations received and has incorporated all relevant changes to the proposed Flat Rent Schedule; and

WHEREAS, the attached Flat Rent Schedule replaces the previous Flat Rent Schedule; and

WHEREAS, the attached Flat Rent Schedule complies with all Federal rules and regulations; and

WHEREAS, the flat rents will be implemented on leases effective on or after July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The attached 2023 Flat Rent Schedule for the Public Housing Program is hereby adopted and approved.
2. The Executive Director is hereby directed to take all actions necessary to implement the Flat Rent Schedule for the Public Hearing.

PROPOSED FLAT RENT COMPARABLES
FY 2023

							80% FMR Increase No Increase Decrease
Development	Current Flat Rent	Comp. Rent	Comp. Rent	Comp. Rent	Average Comp. Rent	80% minus UA	2023 Proposed Flat Rent
<u>James House</u>							
0 bdrm	\$759	\$831	\$796	\$801	\$809	\$598	\$809
1 bdrm	\$814	\$822	\$978	\$1,335	\$1,045	\$636	\$864
<u>West Pine</u>							
1 bdrm	\$1,017	\$1,309	\$1,096	\$1,145	\$1,183	\$636	\$1,067
2 bdrm	\$1,082	\$1,826	\$1,294	\$1,480	\$1,533	\$799	\$1,132
<u>Parkview</u>							
0 bdrm	\$843	\$1,154	\$1,144	\$1,139	\$1,146	\$598	\$893
1 bdrm	\$969	\$1,353	\$1,713	\$1,312	\$1,459	\$636	\$1,019
<u>Kingsbury Terrace</u>							
1 bdrm*	\$524	\$845	\$1,372	\$1,378	\$1,198	\$636	\$524
2 bdrm*	\$616	\$1,368	\$1,336	\$1,424	\$1,376	\$799	\$616
<u>Euclid Plaza</u>							
0 bdrm	\$625	\$796	\$727	\$781	\$768	\$598	\$675
1 bdrm	\$685	\$752	\$737	\$752	\$747	\$636	\$735
2 bdrm	\$824	\$938	\$908	\$908	\$918	\$799	\$874
<u>Badenfest</u>							
1 bdrm	\$564	\$809	\$665	\$751	\$742	\$531	\$614
2 bdrm	\$723	\$602	\$893	\$980	\$825	\$678	\$773
<u>Badenhaus</u>							
0 bdrm	\$603	\$797	\$663	\$787	\$749	\$598	\$653
1 bdrm	\$596	\$738	\$794	\$676	\$736	\$636	\$646
<u>Cochran Plaza</u>							
2 bdrm twnhm	\$959	\$1,154	\$1,132	\$1,248	\$1,178	\$651	\$1,009
3 bdrm twnhm	\$1,069	\$1,444	\$1,523	\$1,376	\$1,448	\$860	\$1,119
4 bdrm twnhm	\$1,128	\$1,814	\$2,206	\$2,047	\$2,022	\$998	\$1,178
5 bdrm twnhm	\$1,264	\$1,910	\$2,055	\$1,710	\$1,892	\$1,151	\$1,314
6 bdrm twnhm	\$1,407	\$2,678	\$2,840	\$2,638	\$2,719	\$1,302	\$1,457

FY 2023

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PROPOSED FLAT RENT COMPARABLES FY 2023

							80% FMR
							Increase
							No Increase
							Decrease
Development	Current Flat Rent	Comp. Rent	Comp. Rent	Comp. Rent	Average Comp. Rent	80% minus UA	2023 Proposed Flat Rent
<u>Marie Fanger</u>							
2 bdrm	\$1,061	\$1,321	\$1,237	\$1,185	\$1,248	\$670	\$1,111
3 bdrm	\$1,175	\$1,272	\$1,295	\$1,283	\$1,283	\$883	\$1,225
4 bdrm	\$1,175	\$1,546	\$1,580	\$1,486	\$1,537	\$1,026	\$1,225
<u>South Broadway</u>							
3 bdrm	\$1,050	\$1,137	\$1,431	\$1,211	\$1,260	\$889	\$1,100
<u>McMillan Manor</u>							
3 bdrm	\$1,020	\$1,355	\$880	\$840	\$1,025	\$860	\$1,025
4 bdrm	\$1,225	\$1,600	\$1,867	\$1,381	\$1,616	\$998	\$1,275
<u>McMillan Manor II</u>							
3 bdrm	\$1,070	\$1,492	\$1,306	\$1,549	\$1,449	\$854	\$1,120
4 bdrm	\$1,225	\$1,564	\$1,821	\$1,336	\$1,574	\$990	\$1,275
<u>Samuel Shepard</u>							
2 bdrm	\$809	\$1,111	\$1,129	\$888	\$1,043	\$670	\$859
3 bdrm	\$1,050	\$1,235	\$1,067	\$1,240	\$1,181	\$883	\$1,100
4 bdrm	\$1,157	\$1,496	\$1,158	\$1,486	\$1,380	\$1,026	\$1,207
<u>Page Manor</u>							
3 bdrm	\$845	\$932	\$1,033	\$810	\$925	\$860	\$895
4 bdrm	\$990	\$1,496	\$1,499	\$1,582	\$1,526	\$998	\$1,040
<u>Hodiamont</u>							
2 bdrm	\$734	\$1,187	\$1,075	\$905	\$1,056	\$674	\$784
3 bdrm	\$868	\$933	\$968	\$1,031	\$977	\$889	\$918
4 bdrm	\$1,154	\$795	\$1,792	\$865	\$1,151	\$1,034	\$1,151
<u>Towne XV</u>							
3 bdrm	\$1,037	\$1,421	\$1,274	\$1,396	\$1,364	\$863	\$1,087
<u>Cupples</u>							
3 bdrm	\$860	\$1,221	\$774	\$750	\$915	\$883	\$915
4 bdrm	\$1,008	\$1,504	\$1,675	\$1,604	\$1,594	\$1,026	\$1,058

FY 2023

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FY 20235

PROPOSED FLAT RENT COMPARABLES
FY 2023

							80% FMR Increase No Increase Decrease
Development	Current Flat Rent	Comp. Rent	Comp. Rent	Comp. Rent	Average Comp. Rent	80% minus UA	2023 Proposed Flat Rent
<u>King Louis Square II (Old Frenchtown)</u>							
1 bdrm garden*	\$572	\$975	\$975	\$781	\$910	\$531	\$572
2 brdm garden*	\$704	\$1,442	\$1,450	\$1,405	\$1,432	\$678	\$704
3 bdrm twnhm*	\$830	\$1,985	\$1,909	\$1,731	\$1,875	\$857	\$830
<u>LesChateaux</u>							
1 bdrm	\$704	\$1,272	\$1,067	\$1,266	\$1,202	\$636	\$804
2 bdrm	\$867	\$1,179	\$1,385	\$1,179	\$1,248	\$799	\$964
<u>Cahill House</u>							
1 bdrm garden*	\$732	\$864	\$716	\$588	\$723	\$636	\$732
2 brdm garden - PH**	\$817	\$971	\$969	\$835	\$925	\$799	\$867
<u>Cambridge Heights I</u>							
1 bdrm garden*	\$583	\$657	\$896	\$912	\$822	\$531	\$583
2 brdm garden*	\$715	\$754	\$515	\$842	\$704	\$678	\$715
2 bdrm twnhm*	\$772	\$845	\$825	\$750	\$807	\$654	\$772
3 bdrm twnhm*	\$843	\$1,386	\$865	\$1,435	\$1,229	\$857	\$843
4 bdrm twnhm - PH**	\$1,175	\$965	\$1,626	\$965	\$1,186	\$987	\$1,186
5 bdrm twnhm - PH**	\$1,240	\$2,183	\$1,553	\$1,433	\$1,723	\$1,147	\$1,290
<u>Cambridge Heights II</u>							
1 bdrm garden*	\$606	\$911	\$657	\$913	\$827	\$531	\$606
2brdm garden*	\$786	\$817	\$733	\$1,117	\$889	\$678	\$786
2 bdrm twnhm*	\$812	\$1,293	\$1,041	\$1,257	\$1,197	\$654	\$812
3 bdrm twnhm*	\$910	\$1,588	\$1,827	\$1,626	\$1,680	\$857	\$910
4 bdrm twnhm - PH**	\$1,224	\$2,202	\$1,887	\$1,940	\$2,010	\$987	\$1,274
5 bdrm twnhm - PH**	\$1,240	\$2,439	\$2,188	\$2,399	\$2,342	\$1,147	\$1,290
<u>Cambridge Senior</u>							
1 bdrm garden*	\$667	\$732	\$910	\$977	\$873	\$636	\$667
2 brdm garden	\$817	\$1,034	\$1,124	\$1,003	\$1,054	\$799	\$867
<u>Arlington Grove</u>							
2 brdm twnhm*	\$749	\$916	\$1,105	\$1,055	\$1,025	\$647	\$749
3 bdrm twnhm*	\$856	\$1,470	\$1,363	\$1,889	\$1,574	\$854	\$856


PROPOSED FLAT RENT COMPARABLES
FY 2023

							80% FMR
							Increase
							No Increase
							Decrease
Development	Current Flat Rent	Comp. Rent	Comp. Rent	Comp. Rent	Average Comp. Rent	80% minus UA	2023 Proposed Flat Rent
<u>North Sarah</u>							
1 bdrm garden*	\$640	\$922	\$995	\$959	\$959	\$528	\$640
2 brdm twnhm*	\$749	\$1,406	\$1,437	\$1,249	\$1,364	\$647	\$749
3 bdrm twnhm*	\$855	\$1,712	\$1,628	\$1,690	\$1,677	\$854	\$855
<u>North Sarah II</u>							
1 bdrm garden*	\$600	\$940	\$1,016	\$979	\$978	\$528	\$600
2 brdm twnhm*	\$700	\$1,389	\$1,420	\$1,430	\$1,413	\$647	\$700
3 bdrm twnhm*	\$800	\$1,715	\$1,630	\$1,690	\$1,678	\$854	\$800
<u>North Sarah III</u>							
1 bdrm garden*	\$600	\$1,140	\$1,052	\$883	\$1,025	\$528	\$600
2 brdm twnhm*	\$700	\$1,406	\$1,437	\$1,448	\$1,430	\$647	\$700
3 bdrm twnhm*	\$800	\$1,712	\$1,725	\$1,690	\$1,709	\$854	\$800
<u>Preservation Square I</u>							
2 bdrm garden*	\$808	\$1,049	\$772	\$1,130	\$984	\$678	\$808
2 brdm twnhm*	\$1,005	\$1,550	\$1,255	\$1,556	\$1,454	\$654	\$1,005
3 bdrm garden*	\$1,019	\$1,211	\$1,247	\$1,165	\$1,208	\$888	\$1,019
* Tax Credit Max ** PH Unit, not Tax Credit							

RESOLUTION No. 2971

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green – Executive Director 

From: Latasha Barnes, Chief of Staff

Date: June 7, 2023

Subject: Resolution No. 2971
Authorizing and Approving the St. Louis Housing Authority's Language Assistance Plan (LAP)

The St. Louis Housing Authority (SLHA) desires to implement a Language Access Plan (LAP) to ensure individuals with Limited English Proficiency have appropriate access to its programs and services pursuant to Title VI of the Civil Rights Act of 1964, Executive Order 13166, and United States Department of Housing and Urban Development (HUD) notice entitled "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons."

The LAP does the following:

- establishes SLHA's Language Access Policy;
- clarifies the Purposes of the Policy;
- documents SLHA's Four-Factor Analysis;
- outlines SLHA's Language Assistance Measures; and
- highlights the Language Access Complaint Process.

Further, SLHA converted its website (slha.org) to a multilingual webpage. Website users can now translate website content into over 130 different languages.

Board approval is requested for the St. Louis Housing Authority's Language Assistance Plan.

AUTHORIZING AND APPROVING THE ST. LOUIS HOUSING AUTHORITY'S LANGUAGE ASSISTANCE PLAN (LAP)

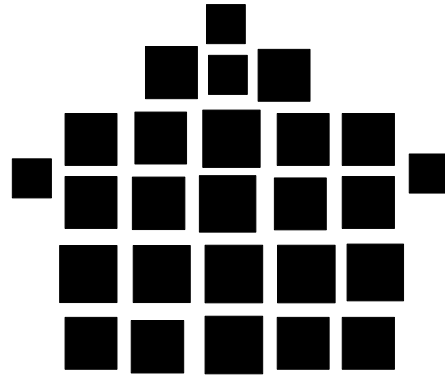
WHEREAS, the St. Louis Housing Authority (SLHA) desires to implement a Language Access Plan (LAP) to ensure individuals with Limited English Proficiency have appropriate access to its programs and services; and

WHEREAS, the LAP has been prepared in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Executive Order 13166, and United States Department of Housing and Urban Development (HUD) notice entitled "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons"; and

WHEREAS, the LAP will establish SLHA's Language Access Policy, clarify the Purposes of the Policy, document SLHA's Four-Factor Analysis, outline SLHA's Language Assistance Measures, and highlight the Language Access Complaint Process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The St. Louis Housing Authority's Language Access Plan (LAP) is hereby adopted and approved.
2. The Executive Director is hereby directed to take all actions necessary to implement the LAP.



St. Louis Housing Authority

LANGUAGE ASSISTANCE PLAN

Resolution No. 2971

June 22, 2023

Introduction

The St. Louis Housing Authority (SLHA) administers a variety of housing programs impacting approximately 24,000 residents of diverse backgrounds across the St. Louis Metropolitan Area. SLHA is committed to ensuring equal access to these programs, services and activities for all applicants, residents, and program participants, including those with Limited English Proficiency (LEP).¹

SLHA issues this Language Access Plan (LAP) to ensure individuals with LEP have appropriate access to its programs and services. Specifically, this plan outlines actions SLHA will take to ensure compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, which requires recipients of federal financial assistance take reasonable actions to ensure meaningful access for individuals with LEP.

Policy

It is SLHA's policy to take reasonable steps to ensure persons with LEP can effectively participate in and benefit from SLHA programs and activities in compliance with the United States Department of Housing and Urban Development (HUD) notice entitled "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," published on January 22, 2007, at 72 Federal Register 2732.

SLHA will provide language access services to all applicants, residents, and program participants with LEP; manage and train SLHA staff on LAP implementation procedures; inform individuals with LEP of available language access services; and continuously monitor and evaluate the implementation of this plan. SLHA will review and update its LEP four-factor analysis at least every three-years and will revise this LAP as needed.

Purpose

SLHA believes equitable language processes are essential to providing high quality services and has prepared this LAP to be used by SLHA staff. The goals of the plan include the following:

- To ensure access to all LEP persons who may come in contact with the SLHA's Programs/Services/Activities;
- To ensure SLHA staff are aware of available language assistance services and how to access appropriate services to meet the needs of our LEP population;
- To ensure all LEP persons who come into contact with SLHA are made aware of SLHA's obligation to provide free interpretation services to facilitate their

¹ SLHA defines persons with LEP as those individuals who have a limited ability to read, write, speak, or understand English and who may require language assistance with respect to a particular type of service, benefit, or encounter.

participation in SLHA programs/activities/services;

- To provide periodic review and update of this LAP in accordance with the needs of the SLHA community; and
- To provide written translations of vital documents to LEP persons in accordance with HUD “safe harbors” guidelines.

Four-Factor Analysis: Identifying LEP Individuals Needing Language Assistance

In accordance with federal requirements, SLHA was required to conduct an assessment, that considers the following four factors to prepare this LAP:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP persons come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program; and
4. The resources available to the grantee/recipient and costs.

A review of SLHA’s four-factor analysis is included below.

I. LEP Service-Eligible Population

Data used to estimate the proportion of LEP persons in the City of St. Louis is derived from the United States Census Bureau. There are approximately 284,339 St. Louis City residents over the age of 5.² Approximately 9.5% of city residents speak a language other than English at home, and of that population 3.4% report speaking English less than very well.³ The predominant language groups are as follows:

- Spanish: 6,836 individuals or 2.4% of the total population;
- Indo-European: 6,724 individuals or 2.4% of the total population; and
- Asian and Pacific Islander: 5,236 individuals or 1.8% of the total population.⁴

Whereas SLHA occasionally serves residents of St. Louis County, an analysis of St. Louis County LEP population was also performed. There are approximately 943,729 residents over the age of 5 in St. Louis County.⁵ Similar to St. Louis City demographics, approximately 9.5% of county residents speak a language other than English at home, and of that population 3% report speaking English less than very well.⁶ The predominant

² American Community Survey, ACS 5-Year Estimates Data Profiles, https://data.census.gov/table?tid=ACSDP5Y2021.DP02&g=160XX00US2965000_040XX00US29&hidePreview=true

³ Id.

⁴ Id.

⁵ American Community Survey, ACS 5-Year Estimates Data Profiles, https://data.census.gov/table?g=040XX00US29_050XX00US29189&tid=ACSST5Y2021.S0101

⁶ Id.

language groups are Spanish (2% or 19,001), Indo-European (3.6% or 34,193), and Asian and Pacific Islander (2.8% or 26,905).

The Census Bureau's American Community Survey (ACS) 5-year data profile (2015-2020)¹– Table “B16004: Age by Languages Spoken at Home by Ability to Speak English for the Population 5 Years and Over” indicates an overwhelming majority of survey respondents who speak a language other than English at home report speaking English “well” or “very well.”⁷

II. Contact Frequency

SLHA's housing programs address the long-term, affordable housing needs of St. Louis City residents by providing assistance to homeowners, tenants, landlords, and applicants. Contact between SLHA and LEP persons may occur in a number of ways, including but not limited to:

- In-person;
- Telephone;
- Writing;
- Community Outreach and Engagement Events;
- Public Notices;
- Public Hearings;
- Marketing Materials;
- Agency Website; and
- Social Media Profiles.

III. Nature and Importance of Program Services

The more important the activity, information, service, or program, the greater the possible consequences of the contact to the persons with LEP (and the more likely the language services may be needed). Those programs that provide a means of helping individuals obtain housing are critically important to LEP individuals. There is an urgent need to expand the supply of affordable housing, to stimulate economic activity, and to replace lost or damaged housing stock. The importance of federally funded housing programs for homeowners, landlords, and renters, including individuals with LEP, has been demonstrated by the response to already active programs and the waiting lists that have developed. LEP outreach will focus on the programs that provide critical services to renters, homeowners, and landlords.

⁷ American Community Survey, ACS 5-Year Estimates Selected Population Detailed Tables, https://data.census.gov/table?q=Language+Spoken+at+Home+by+Ability+to+Speak+English+for+the+Population+5+Years+and+Older.&g=160XX00US2965000_040XX00US29&tid=ACSDT5YSPT2015.B16004

IV. Available Resources and Costs

This LAP balances the needs of the LEP community with available funding resources. SLHA will take all reasonable steps to provide individuals with LEP with meaningful access to housing programs and activities. SLHA will also leverage existing resources to the greatest extent possible, including language line contracts and partnerships with community organizations that offer interpretive services. The availability of resources, however, may limit the provision of language services in some instances.

SLHA's language assistance services are request driven, in which individuals with LEP seeking information about programs and services may contact SLHA personnel to request interpretation and/or translation services.

Language Assistance Measures

In accordance with federal guidance, and in accordance with Executive Order 13166, SLHA has adopted the following measures to ensure effective communication at all points of contact between a person with LEP and SLHA.

I. "I Speak" Cards

In order to help identify individuals with LEP and determine appropriate language assistance needs, SLHA will provide "I Speak" Cards at its administrative office and developments. Applicants, residents, and program participants may use these cards to indicate their primary language and an SLHA staff member (or in some instances staff from SLHA's third-party property management company) will secure appropriate language assistance services. Training on the use of "I Speak" Cards will be provided to SLHA and third-party management staff upon hire and periodically as needed. Sample "I Speak" cards are included in Appendix 1.

If an individual with LEP is unable to make use of "I Speak" Cards because of reading limitations or disability, SLHA staff will make reasonable efforts to ascertain interpretation needs and provide language assistance services in an alternative manner.

II. Provision of Language Access Services

For oral encounters, SLHA staff may use the following measures:

- Oral Interpretation - Staff: Where feasible, bilingual staff will be utilized to

communicate with individuals in their native languages and to assist them in reviewing materials, answering questions, and responding to forms and information requests.

- Oral Interpretation - Telephone Support: SLHA will use the services of Language Line Solutions, a professional telephone interpretation service, whenever requested by an individual with LEP and/or when an individual uses an I Speak card to signify that they speak a non-English language and/or when SLHA staff recognizes the person with LEP and his/her need for language services (and a qualified staff person that speaks the appropriate language is unavailable). The toll-free language line is 1-800-752-6096.
- Oral Interpretation – Third-Party, In-Person Assistance: When in-person assistance is necessary to ensure meaningful access and SLHA deems other oral interpretative services insufficient, SLHA will provide third-party, in-person interpretation services at no cost to the individual with LEP through local community partners or qualified, third-party, interpretation services. However, in consideration of balancing costs with maximum delivery of program benefits, these services will be offered as a last resort. SLHA will generally strive to rely on the assistance of bilingual staff members or the assistance of non-profit organizations, and where appropriate, the use of telephone assistance. If the LEP person does not wish to use the free interpretation services provided by SLHA, the LEP person may provide their own interpreters at their own expense; however, see below regarding use of family and friends as interpreters.
- Oral Interpretation - Use of Other Interpreters not provided by SLHA: An LEP individual's request to use their own qualified, trained interpreter will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters is strongly discouraged. Exceptions may be made where:
 - the contact with the LEP person is of a routine nature;
 - the contact is one that does not involve confidential matters; or
 - the contact does not involve significant or complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues; **and**
 - the LEP person signs a release that indicates alternative services were offered and refused. A sample release is attached in Appendix 2.

Staff are advised to be alert to the potential of any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff have questions about the appropriateness of allowing family and friends as interpreters, they will consult the LAP Coordinator for guidance.

III. Translation of Vital Documents

At all times, SLHA will prioritize translating vital documents consistent with HUD’s “safe harbor” guidelines. HUD Guidance identifies actions that will be considered strong evidence of compliance with Title VI obligations. Failure to provide written translations under these cited circumstances does not mean that the recipient is in noncompliance. Rather, the “safe harbors” provide a starting point for recipients to consider:

- Whether and at what point the importance of the service, benefit, or activity involved warrants written translations of commonly used forms into frequently encountered languages other than English;
- Whether the nature of the information sought warrants written translations of commonly used forms into frequently encountered languages other than English;
- Whether the number or proportion of LEP persons served warrants written translations of commonly used forms into frequently encountered languages other than English; and
- Whether the demographics of the eligible population are specific to the situations for which the need for language services is being evaluated.

Pursuant to [HUD Guidance on LEP and Title VI](#), use of the “safe harbor” would mean provision of written language services when marketing to the eligible LEP population within the market area. However, when the actual population served (e.g., occupants of, or applicants to, the housing program) is used to determine the need for written translation services, written translations may not be necessary. The table below sets forth “safe harbors” for written translations:

Size of Language Group	Recommended Provision of Written Language Assistance	Application to SLHA
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents	<p>Applicable for marketing to eligible LEP populations</p> <p>Not applicable based on current SLHA beneficiary data.</p>
More than 5% of the eligible population or beneficiaries <i>and</i> more	Translated vital documents	Not applicable based on current demographic data.

than 50 in number		
More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.	Not applicable based on current demographic data.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.	Applicable based on current SLHA beneficiary data (less than 1,000 beneficiaries within any non-English language group).

Based on current demographic data, SLHA will provide written language services when marketing to eligible LEP populations within the market area; however, the proportion of LEP persons served through SLHA programming does not warrant written translation of vital documents.

A document will be considered vital if it contains information that is critical for accessing the SLHA's program or activities, or is required by law. Vital documents include, but are not limited to:

- Documents that must be provided by law;
- Complaint, consent, release or waiver forms;
- Application forms;
- Letters or notices pertaining to the reduction, denial, or termination of services or programs or that require a response from the LEP person;
- Form or written material related to individual rights;
- Notice of rights, requirements, or responsibilities; and,
- Notices regarding the availability of free language assistance services for LEP individuals.

Vital documents may be made available in other languages upon request as resources permit and will be maintained for future use as needed to develop a database of translated documents. HUD provides a selection of program documents in ten to thirteen languages other than English. The same can be accessed online at [HUD Translated Documents](#). The SLHA LAP Coordinator will ensure staff are able to obtain these documents as needed.

Please note that if an inconsistency arises between an English version and a translated version of any SLHA or HUD document that is required for participation in any program, service and activity, the wording of the English document will prevail. Translated documents are offered as a convenience to assist in understanding individual rights and

obligations. The English language version of any SLHA or HUD document is the official, legal, controlling document.

SLHA reserves the right not to translate a certain document into a particular language if it is determined that the overall cost to the program far outweighs the benefits.

IV. Public Hearings and Notices

Written materials requesting input and participation from the public for any housing-related activity may be translated electronically on SLHA's website or in paper format upon request, as resources permit.

V. Program Website

SLHA maintains a multilingual website that allows the presentation of content in more than one language thereby expanding programmatic access to a variety of users regardless of language preference. All programmatic information and public notices made available online will be translatable on SLHA's website.

The SLHA website will also include the following notice:

If English is not your primary language, you may request language translation services free of charge. For more information, please call (314) 531-4770 and a representative will connect you with an interpreter or arrange for an interpreter to return your call at your convenience.

VI. Providing Notice to LEP Individuals

SLHA will identify and maintain a list of partner organizations at the state and county level that serve LEP communities to assist in outreach efforts for program announcements, application opportunities, and other public information. SLHA will incorporate multi-lingual messages in its outreach documents that are not translated: these standard messages will indicate the availability of language assistance services upon request. SLHA may provide translations of outreach materials in other languages when outreach efforts are targeted towards specific LEP communities.

SLHA's administrative office and website will include posted information about how to obtain language access services as an LEP person.

Complaints and Appeals

Any person who feels that SLHA is not in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d), and Executive Order 13166 regulations may file a complaint with the SLHA LAP Coordinator if he/she believes he/she has not been provided with adequate language assistance services. Complaints will be investigated pursuant to SLHA's Grievance procedures. Written complaints may be submitted to the SLHA LAP Coordinator:

SLHA LAP Coordinator
 St. Louis Housing Authority
 3520 Page Blvd.
 St. Louis, Missouri
LAP@slha.org
 (314) 531-4770

LEP program applicants wishing to appeal eligibility or other programmatic decisions may also contact SLHA's Ombudsman. The Ombudsman will provide an interpreter to assist the applicant with the appeals process. SLHA will leverage the language line service and bilingual staff to provide interpretation services as needed for all appeal processes and all meetings related to program eligibility determinations.

Meagon Bradley, Ombudsman
 St. Louis Housing Authority
 3520 Page Blvd.
 St. Louis, Missouri
 (314) 531-4770

If after working with the LAP Coordinator, Ombudsman, or other SLHA designee, an individual with LEP believes SLHA has not taken reasonable steps to ensure meaningful access to language assistive services, that individual may file a complaint with HUD's local Office of FHEO. For contact information of the local HUD office, please visit the HUD website at www.hud.gov or call the housing discrimination toll free hotline at 1-800-669-9777 (voice) or 1-800-877-8339 (TTY).

Training Staff

I. ILEP Awareness and LEP Training

Training on LAP and LEP issues will be developed for all staff who may have direct contact with the public. SLHA will develop a Basic LEP/LAP course to provide an overview of the definition of LEP persons, overview of the legal requirements governing language access, roles and responsibilities of staff, SLHA language access procedures, and the LAP complaints/appeals process. A sample training deck is included in Appendix 3.

SLHA will incorporate LEP awareness and LAP protocol modules in new hire orientation offerings for all new staff who may interact with the public and/or program applicants.

SLHA will provide periodic refresher reviews and/or training on LEP awareness and required assistance actions under this Language Action Plan for employees. Key staff may also participate in the Annual Review of LEP needs. New Employees will be made aware of this Language Action Plan with training for those in key positions.

II. Guidance and Technical Assistance for Partner Agencies

Guidance and technical assistance training in providing language access services will be developed as needed for third-party management staff that frequently interact with the public. This assistance and guidance will cover an overview of the state and federal regulations governing language access and basic LEP/LAP training.

III. Training on LEP and LAP Compliance and Monitoring of Partner Agencies

SLHA will develop training for staff responsible for monitoring third-party management companies and ensuring that its partner agencies have taken reasonable steps to provide meaningful access to LEP persons. This training will cover components of a meaningful language access plan, LAP monitoring, LAP reporting requirements, and the LAP complaints/appeals process. Training will be conducted as needed for new staff or for existing staff taking over monitoring responsibilities.

Monitoring, Evaluating, and Updating the LAP

As part of its monitoring and evaluation effort, SLHA will review best practices, advance training programs, and language access data to periodically update the LAP. This LAP is a living document that, through monitoring and evaluation, may be updated as the needs of the LEP population and the demands on SLHA to serve this population evolve.

Monitoring and evaluation may include, but is not limited to the following:

- Observing the provision of language assistance services through audits or testing;
- Surveying staff on how often they use language assistance services, if they believe there should be changes in the way services are provided or the providers that are used, and if they believe that the language assistance services in place are meeting the needs of the LEP communities in SLHA service area;
- Conducting customer satisfaction surveys of LEP applicants and beneficiaries based on their actual experience of accessing the agency's programs, benefits or services;
- Soliciting feedback from community-based organizations and other stakeholders about

the agency's effectiveness and performance in ensuring meaningful access for LEP individuals;

- Updating community demographics and needs by engaging school districts, faith communities, refugee resettlement agencies, and other local resources;
- Considering new resources including funding, collaborations with other agencies, human resources, and other mechanisms for ensuring improved access for LEP individuals; and
- Monitoring agency response rate to complaints or suggestions by LEP individuals, community members and employees regarding language assistance services provided.

No later than every two years, SLHA will conduct a Four Factor Analysis and update this LAP to ensure relevancy and quality control of language access services.

Appendix 1: "I Speak" Cards

Ngiyasikhuluma isiZulu

Appendix 2: Release and Waiver of Language Assistance Services

WAIVER OF LANGUAGE ASSISTANCE SERVICES

The Saint Louis Housing Authority is committed to ensuring high quality oral and in-person interpreter services for all limited English proficient individuals. These services are available at no cost.

_____ was informed of his/her right to free interpretive services and has declined the same on this _____ of _____, 20_____.
Day Month Year

Client:

Signature

Print

Witness:

Signature

Print

Appendix 3: LAP Training Deck




LANGUAGE ACCESS PLAN

AGENDA

- Background
- Language Assistance Measures
- Language Access Protocols
- Interpretation
- Bilingual vs. Interpreter or Translator
- Document Translation
- Monitoring
- Useful Tools
- Q & A






Discrimination and Law

BACKGROUND

Who is a Limited English Proficient (LEP) individual?

- Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." These individuals may be entitled language assistance with respect to a particular type or service, benefit, or encounter



Discrimination and Law

BACKGROUND

Federal Laws:

- Title VI of the Civil Rights Act of 1964
- Title VI regulations prohibiting discrimination based on national origin
- Executive Order 13166

What is required?

- LEP should have meaningful access to federally conducted and federally funded programs and activities.

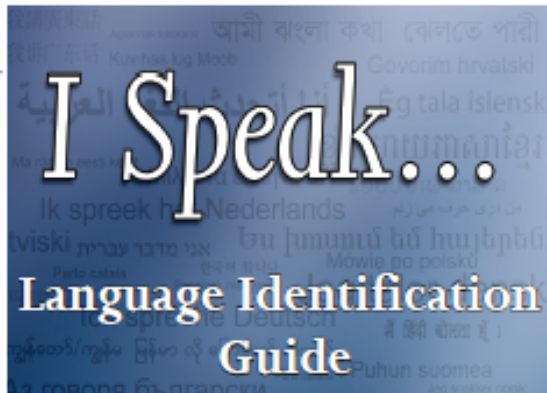
LANGUAGE ASSISTANCE MEASURES

SLHA believes equitable language processes are essential to providing high quality services:

- To ensure access to all LEP persons who may come in contact with the SLHA's Programs/Services/Activities;
- To ensure SLHA staff are aware of available language assistance services and how to access appropriate services to meet the needs of our LEP population;
- To ensure all LEP persons who come into contact with SLHA are made aware of SLHA's obligation to provide free interpretation services to facilitate their participation in SLHA programs/activities/services;
- To provide periodic review and update of this LAP in accordance with the needs of the SLHA community; and
- To provide written translations of vital documents to LEP persons in accordance with HUD "safe harbors" guidelines.




A
Amharic አኔ አማራጅ ነው ምናገረው
Arabic أنا أتحدث اللغة العربية
Armenian Ես խոսում եմ հայերեն
B
Bangla আমি বাংলা কথা বলতে পারি
Bosnian Ja govorim bosanski
Bulgarian Аз говоря български
Burmese ကျွန်ုပ်တို့/ကျွန်ုပ်မို့ မြန်မာလို ဆိုတာကို သိပါသည်
C
Cambodian ខ្ញុំនិយាយភាសាខ្មែរ
Chinese 我講廣東話 (Traditional) 我讲广东话 (Simplified)
Canton Palo cantu
Croatian Govorim hrvatski
Czech Mluvím česky
D
Dutch Ik spreek het Nederlands
Dari من دری حرف می زنم
Druck Ik spreek het Nederlands
E
Estonian Ma räägin eesti keelt
F
Finnish Puhun suomea
French Je parle français
G
German Ich spreche Deutsch
Greek Μιλώ το ελληνικά
Gurmukhi ਗੁਰਮੁਕੀ ਭਾਸ਼ਾ
H
Haitian Creole M pale kreyòl ayisyen
Hebrew אני מדבר עברית
Hindi मैं हिंदी बोलता हूँ।
Hmong Kuv xav txog Moob
Hungarian Beszélék magyarul



I	M
Icelandic Ég tala íslenska	Ido Bin shayola mi kiyol man
Ido Agosank di Idokano	Indonesian Saya bisa berbahasa Indonesia
Indonesian Saya bisa berbahasa Indonesia	Italian Parlo italiano
J	N
Japanese 私は日本語を話す	Norwegian Jeg snakker norsk
K	P
Kachchikwal Qaim chig'ile hi ch'hi' m' m' m'	Persian من فارسی صحبت می کنم
Korean 한국어 합니다	Polish Mówię po polsku
Kurdish man Kurdi naxim	Portuguese Eu falo português do Brasil (do Brasil)
Kurmanji man Kurmanji naxim	Portuguese Eu falo português de Portugal (de Portugal)
L	Prasbi ମି ପେନବି ସିମ୍ବାବେସି ବା
Lao ຂ້າພະເຈົ້າເວົ້າລາວ	
Latvian Es runāju latviski	
Lithuanian Aš kalbu lietuviškai	

Executive Order 13166 requires SLHA to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

Q
Quechua Ayma si ch'i wai q' ayoq' si
Quechua In kich'wa k'ich' ch'i w'aych'wa
R
Romanian Vorbesc românește
Russian Я говорю по-русски
S
Serbian Ja govorim srpski
Sigua Language 
Slovak Hovorím po slovensky
Slovenian Govorim slovensko
Somali Waxaan ku hadlaa af-Soomaal
Spanish Yo hablo español
Swahili Ninasitua KiSwahili
Swedish Jag talar svenska
T
Tagalog Nagmamagaling sa Tagalog
Tamil நான் தமிழ் பேசுவேன்
Telugu మనం తెలుగు మాట్లాడుతాము
Turkish Türkçe konuşurum
U
Ukrainian Я розмовляю українською мовою
Urdu اے میں نے ہندوستانی بولتا ہوں
V
Vietnamese Tôi nói tiếng Việt
W
Welsh Dwi'n siarad
X
Xhosa Mibhelela isiXhosa
Y
Yiddish איך רעד יידיש
Yoruba Mo nso Yoruba
Z
Zulu Ngizokhuluma isiZulu

I SPEAK CARDS

In order to help identify individuals with LEP and determine appropriate language assistance needs, SLHA will provide “I Speak” Cards at its administrative office and developments. Applicants, residents, and program participants may use these cards to indicate their primary language and an SLHA staff member (or in some instances staff from SLHA’s third-party property management company) will secure appropriate language assistance services.

If an individual with LEP is unable to make use of “I Speak” Cards because of reading limitations or disability, SLHA staff will make reasonable efforts to ascertain interpretation needs and provide language assistance services in an alternative manner.



ORAL INTERPRETATION

•Oral Interpretation - Staff

•Where feasible, bilingual staff will be utilized to communicate with individuals in their native languages and to assist them in reviewing materials, answering questions, and responding to forms and information requests.

•Oral Interpretation - Telephone Support

•SLHA will use the services of Language Line Solutions, a professional telephone interpretation service, whenever requested by an individual with LEP and/or when an individual uses an I Speak card to signify that they speak a non-English language and/or when SLHA staff recognizes the person with LEP and his/her need for language services (and a qualified staff person that speaks the appropriate language is unavailable). The toll-free language line is **1-800-752-6096**.



ORAL INTERPRETATION

- Oral Interpretation – Third-Party, In-Person Assistance

- When in-person assistance is necessary to ensure meaningful access and SLHA deems other oral interpretative services insufficient, SLHA will provide third-party, in-person interpretation services at no cost to the individual with LEP through local community partners or qualified, third-party, interpretation services.

- However, in consideration of balancing costs with maximum delivery of program benefits, these services will be offered as a last resort.

- SLHA will generally strive to rely on the assistance of bilingual staff members or the assistance of non-profit organizations, and where appropriate, the use of telephone assistance.

- If the LEP person does not wish to use the free interpretation services provided by SLHA, the LEP person may provide their own interpreters at their own expense.



ORAL INTERPRETATION

•Oral Interpretation - Use of Other Interpreters not provided by SLHA

•An LEP individual's request to use their own qualified, trained interpreter will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters is strongly discouraged. Exceptions may be made where:

- the contact with the LEP person is of a routine nature;
- the contact is one that does not involve confidential matters; or
- the contact does not involve significant or complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues; **and**
- the LEP person signs a release that indicates alternative services were offered and refused.

Staff are advised to be alert to the potential of any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff have questions about the appropriateness of allowing family and friends as interpreters, please consult the LAP Coordinator for guidance.



EL ALQUILER DEBE SEGUIRSE PAGANDO DURANTE LA EMERGENCIA NACIONAL POR EL COVID-19. HABLE CON SU ARRENDADOR DE INMEDIATO SOBRE UNA POSIBLE REDUCCIÓN DEL ALQUILER SI USTED TUVO UNA PÉRDIDA DE INGRESOS.

El 13 de marzo de 2020, el presidente Donald J. Trump firmó una declaración de emergencia nacional relacionada con la pandemia del coronavirus. La emergencia nacional ha tenido serias consecuencias para las operaciones de las propiedades multifamiliares aseguradas por la FIMA que reciben asistencia del HUD. Muchos inquilinos han perdido su trabajo o han sufrido recortes en las horas de trabajo y están preocupados acerca de cómo pagarán el alquiler y sus demás necesidades básicas.

Usted está recibiendo este folleto porque su complejo apartmental participa en un programa administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos.

El folleto enumera brevemente información importante sobre el pago del alquiler durante la emergencia nacional.

¿Debe seguir pagando el alquiler?

- Los pagos de alquiler deben seguir haciéndose en la fecha habitual durante la emergencia nacional. Si ha tenido una reducción en sus ingresos o un cambio de circunstancias que dificulten el pago oportuno del alquiler, comuníquese con su casero de inmediato.

¿Tiene problemas para pagar el alquiler?

Por ejemplo, si ha perdido su trabajo, ha sido suspendido sin salario o ha tenido un recorte en las horas de trabajo.

- Si recibe asistencia para el alquiler financiada por el HUD y ha experimentado una reducción en sus ingresos, disponga que se realice una reevaluación de ingresos con la administración de su propiedad tan pronto sea posible; puede que tenga derecho a una reducción inmediata del alquiler o a una excepción por dificultades financieras con vigencia a partir del primer mes después de la pérdida de los ingresos. Los pagos del estímulo federal (IRS) están incluidos en el cálculo de sus ingresos. Es posible que la administración de su propiedad también sepa de otros recursos locales.

- ¿Le preocupa acudir a la oficina de alquiler para una reunión o para firmar documentos? El HUD le permite enviar una firma alternativa por correo electrónico, fax u otro método electrónico, siempre y cuando proporcione su firma original después. Pregunte al administrador de su propiedad acerca de las maneras en que puede proporcionar una firma alternativa sin tener que acudir a la oficina de alquiler.



TRANSLATION SERVICES

Vital documents may be made available in other languages upon request as resources permit and will be maintained for future use as needed to develop a database of translated documents.

Vital documents include, but are not limited to:

- Documents that must be provided by law;
- Complaint, consent, release or waiver forms;
- Application forms;
- Letters or notices pertaining to the reduction, denial, or termination of services or programs or that require a response from the LEP person;
- Form or written material related to individual rights;
- Notice of rights, requirements, or responsibilities; and,
- Notices regarding the availability of free language assistance services for LEP individuals.

HUD provides a selection of program documents in ten to thirteen languages other than English: [HUD Translated Documents](#).

Translated documents are offered as a convenience to assist in understanding individual rights and obligations. Any inconsistency between an English version and a translated version of any SLHA or HUD document is invalid – the English wording will prevail.

COMMUNITY RESOURCES



Building stronger organizations through community resources



**INTERNATIONAL
INSTITUTE**

RESOURCES

SLHA will identify and maintain a list of partner organizations at the state and county level that serve LEP communities to assist in outreach efforts for program announcements, application opportunities, and other public information.

SLHA will incorporate multi-lingual messages in its outreach documents that are not translated: these standard messages will indicate the availability of language assistance services upon request.

SLHA may provide translations of outreach materials in other languages when outreach efforts are targeted towards specific LEP communities.



COMPLAINTS & APPEALS

LEP program applicants wishing to appeal eligibility or other programmatic decisions may also contact SLHA's Ombudsman. The Ombudsman will provide an interpreter to assist the applicant with the appeals process. SLHA will leverage the language line service and bilingual staff to provide interpretation services as needed for all appeal processes and all meetings related to program eligibility determinations.

Meagon Bradley, Ombudsman
St. Louis Housing Authority
3520 Page Blvd.
St. Louis, Missouri
(314) 531-4770

Any person who feels that he/she has not been provided with adequate language assistance services. Written complaints may be submitted to the SLHA LAP Coordinator:

SLHA LAP Coordinator
St. Louis Housing Authority
3520 Page Blvd.
St. Louis, Missouri
LAP@slha.org
(314) 531-4770

Q & A

