



The Aurora Housing Authority™

PHA PLAN
FY2022

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

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

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																
A.1	<p> PHA Name: <u>AURORA HOUSING AUTHORITY</u> PHA Code: <u>IL090</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>04/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>502</u> Number of Housing Choice Vouchers (HCVs) <u>1428</u> Total Combined Units/Vouchers <u>1930</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. </p> <p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 25%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
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		PH	HCV																														
Lead PHA:																																	

B. Plan Elements

B.1 Revision of Existing PHA Plan Elements.

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

- | | | |
|-------------------------------------|-------------------------------------|--|
| Y | N | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Statement of Housing Needs and Strategy for Addressing Housing Needs |
| <input type="checkbox"/> | <input type="checkbox"/> | Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Financial Resources. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Rent Determination. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Operation and Management. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grievance Procedures. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Homeownership Programs. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Community Service and Self-Sufficiency Programs. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Safety and Crime Prevention. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pet Policy. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Asset Management. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Substantial Deviation. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Significant Amendment/Modification |

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

- B.1 (a) Statement of Housing Needs and Strategy for Addressing Housing Needs
- Awarded ninety-six Housing Choice Vouchers to clients in 2021
 - Awarded forty-eight (48) Emergency Housing Vouchers and service funding from HUD to assist individuals and families that are homeless, at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking or recently homeless.
 - Entered into MOUs with the Continuum of Care and local partners for applicant referrals and delivery of service funding to mitigate barriers to obtain housing for individuals and families who received Emergency Housing Vouchers
 - Working with a Housing Locator agency to assist Emergency Housing Voucher holders find rental housing
 - New construction of a seventy-unit elderly housing rental site which will utilize Project-based vouchers
 - The agency will maximize affordable housing opportunities through continuous program improvements and management efficiencies.
 - The agency will leverage public and private funds in the development of project-based vouchers with LIHTC and developer/owner funds.
 - Continue working with the City of Aurora to ensure the agency is consistent with their Consolidated Plan and link to many of the future community strategies
 - Administering the Resident Opportunity Self-Sufficiency Program (ROSS) to our public housing residents

See attachment A Section B.1 (a)

(c) The PHA must submit its Deconcentration Policy for Field Office review.

See attachment A (Section B.1 (c))

<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input type="checkbox"/> Non-Smoking Policies.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
<p>B.3</p>	<p>Progress Report.</p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p><u>Operations and Management</u></p> <p>The Aurora Housing Authority has upgraded its daily management and maintenance operations since July 2, 2018. The agency has increased its Occupancy rate from 92.43 percent in 2018 to 98 percent in 2019, 98 percent in 2020, and 98 percent for 2021 and 98 percent for fiscal year end 2022. The agency set the goal of unit turnaround for 30 days for every unit that becomes vacant. The agency monitors this process by conducting a monthly operational Public Housing staff meetings to discuss vacant units and strategize to get the units repaired and leased within the 30-day period. The monthly operations meeting is also the forum used to monitor annual reviews, work order completion, rent collection and accounts receivable. The agency has decreased its accounts receivable from \$100,000 to \$32,000 in fiscal year end 2019. Accounts receivable were reduced from \$32,000 to \$19,000 in 2020 and from \$19,000 to \$16,000 in 2021. The agency is currently facing a major challenge in 2022, due to the COVID-19 pandemic and eviction moratorium with rent collection and accounts receivables. The agency also conducts a monthly meeting with its Housing Choice Voucher department. The agency reviews its utilization, funding, and annual review monthly completions with the staff members.</p> <p><u>Safety and Crime Prevention</u></p> <p>The Aurora Housing Authority has created a positive relationship with the Aurora Police Department to increase safety and crime prevention at the agencies Public Housing sites. The Police Department COP officers participate in the agencies monthly resident meetings to provide information regarding safety issues and decrease crime and anti-social behavior at the properties. The agencies share critical information to assist in finding solutions for problems with banned and unauthorized tenants at the various sites. This collaboration and partnership have assisted the agency in reducing crime at all of our sites. This process has also assisted the agency in evicting problem tenants for our sites.</p> <p><u>Asset Management</u></p> <p>The Aurora Housing Authority converted its financial and management operations to the Asset Management model in September of 2018. Due to this change in the financial process, the agency’s financial conditions have improved significantly. The agency was a sub-standard performer in its financial condition and received a PHAS score of 0 for financial condition in July of 2018. Due to the conversion to Asset Management the agency’s financial PHAS score improved from 0 to 24 out of a possible 25 points. The conversion to Asset Management has assisted the agency in making major improvement in its financial and management operations.</p> <p><u>Units with Approved Vacancies for Modernization</u></p> <p>The Aurora Housing Authority has completed the modernization of the 5 units that were approved by HUD for modernization. The agencies 5 units were completed and leased in April of 2021.</p> <p>The agency is currently in the process of developing a 70-unit site called Fourteen Forty-Nine Senior Estates. The agency received a Low- Income Housing Tax Credit (LIHTC) grant via its non-profit instrumentality Northern Lights Development Corporation (NLDC). The grant was for \$15 million dollars from the Illinois Housing Development Authority (IHDA) and will assist the agency in developing the site for seniors who are 62 and older. The agency is currently in the process of converting the land from the Housing Authority to its non-profit NLDC via HUD’s Land disposition application.</p> <p>The agency will also begin the process of demo/disposition for its Eastwood site which has 58 units housing. The agency will begin meeting with the residents in April 2022 to discuss this process.</p>

	<p>Goal 1: Occupancy The Aurora Housing Authority has made substantial progress in increasing its occupancy rate and provide housing to clients. The agency has increased its occupancy rate in 2019 from 92.43% to 98%. The agency’s occupancy rate for 2020 was 98%, 2021 98% and 2022 98%. The agency has continued to improve its occupancy by creating a unit-turnaround plan to fill vacant units within a 30-day period.</p> <p>Goal 2: PHAS Score The Aurora Housing Authority has improved its PHAS score beginning in 2019. The agency improved its PHAS score from 47 to 91 in 2019. The agency became a “High Performer” agency and has been consistent in maintaining that score until 2022.</p> <p>Goal 3: SEMAP The agency has improved its SEMAP score for fiscal year 2018 by improving from “Troubled” (due to non-submission of SEMAP report) to Standard for 2018. The agency’s goal is to be a “High Performing” agency for its Housing Choice Voucher Program annually.</p> <p>Goal 4: Customer Service The Aurora Housing Authority has improved its customer service to its residents by initiating monthly management meetings with its residents at all of its sites. These meetings provide a forum for the residents to inform management of any anti-social behavior or maintenance requests. Once this information is provided to management during the meeting, all issues are resolved immediately.</p> <p>Goal 5: Modernization The Aurora Housing Authority has completed the modernization of its Indian Trail 36-unit site. The agency has modernized the exterior by replacing 9 roofs, gutters, and downspouts for the 9 buildings. The agency also removed the stone and replaced it with new siding for all 9 buildings. The agency has also modernized the interior of all 36-units by replacing kitchen cabinets, flooring, staircases, light fixtures, interior and exterior doors, bathroom toilets, vanities. The agency also painted the entire unit and replaced appliances. The agency also replaced furnaces and hot water tanks if needed. The agency also upgraded each unit’s electrical system and provide central air for each unit. The agency will be finalizing the modernization work by providing washer and dryers for each unit and upgrading the landscaping and parking lots in 2022. The agency has a plan to modernize the interior of its Southwind site in the fall of 2022 or spring of 2023. The Southwind site has 34-units and will be modernized like the interior of the Indian Trail site above. The Aurora Housing Authority will be creating a Master Development plan for its entire portfolio in the Summer of 2022. As a part of this plan, the agency will be applying for the demo/disposition of its Eastwood 58-unit site. The agency will complete this application process no later than July of 2022. The Master Plan will also include the agencies Maple Terrace 188-unit site, Centennial House 127-unit site and the 59 Scattered Sites units that the agency owns and manages.</p> <p>Goal 6: Crime Prevention The Aurora Housing Authority has created a Security plan for its various sites. The agency has installed new security cameras system at its Southwind site. The cameras give full view of the entire site and the Aurora Police Department has full access to the system. The agency will be installing new camera systems at all of its remaining sites in 2022. The agency is in the process of converting the Centennial House entrance door key system to the key fob system. The agency has solicited bids to select a contractor to complete this transition to make the property safer. The Aurora Housing Authority and the Aurora Police Department have formed a collaboration to address crime and anti-social behavior at all of its sites. The agency and the Aurora Police Department conduct meetings on a as needed basis and communicates daily, weekly, or monthly to address any crime issues. The Aurora Police Departments COP officers participate in the agency’s monthly meetings with its residents to aid and information regarding safety issues. This process has decreased the crime rate at all of the Aurora Housing Authorities sites.</p>
<p>B.4</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p style="text-align: center;">5-Year Action Plan for 2021-2025 - Approved 08/20/2021</p>
<p>B.5</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>C. Other Document and/or Certification Requirements.</p>	
<p>C.1</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p>

	<p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p>See attachment C C.2</p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p>See attachment D C.3</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
C.5	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing (AFFH).

Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal: <i><u>Describe fair housing strategies and actions to achieve the goal</u></i>

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**Attachment IL090a50075-ST
Statement of Financial Resources
2022 Annual Plan**

Financial Resources: Planned Sources and Uses

SOURCES	PLANNED \$	PLANNED USES
1. Federal Grants (FY2021)		
a. Public Housing AMP 1 Operating Funds	\$1,121,337	Management/Operations
b. Public Housing AMP 2 Operating Funds	\$1,166,341	Management/Operations
c. Public Housing Capital Fund	1,532,754.00	Capital Improvements and CF Eligible Activities
d. Hope VI Revitalization	\$0	n/a
e. Hope VI Demolition		
f. Annual Contributions for HCV Tenant-based assistance	\$12,896,498	HAP Funding
g. Public Housing Drug Elimination Program (include any Technical Assistance Funds)	\$0	n/a
h. Resident Opportunity and Self-sufficiency Grant	\$ 239,250.00	Program Activities
i. Community Development Block Grant	\$233,876.00	Indian Trail Modernization Project
j. HOME		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Income		
AMP 1	\$537,474.00	Management/Operations
AMP 2	\$769,576.00	Management/Operations



DECONCENTRATION POLICY

Attachment IL090b50075-ST

DECONCENTRATION POLICY

It is AHA's policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into

higher income developments. Toward this end, the AHA will skip families on the waiting list to reach other families with a lower or higher income. The AHA will accomplish this in a uniform and non-discriminatory manner.

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

DECONCENTRATION INCENTIVES

The AHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

**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 2/29/2016

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

I, _____, the _____
Official's Name *Official's Title*

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

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

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

Name of Authorized Official	Title
Signature	Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

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

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

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. 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.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

PHA Name

PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 20_____

_____ 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 Authorized Official	Title
Signature	Date



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SMOKE-FREE POLICY

This Smoke-free Policy defines the Aurora Housing Authority's (AHA)'s policies and procedures concerning HUD Smoke-Free Public Housing for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 INSTITUTING SMOKE-FREE PUBLIC HOUSING

It is the policy of the Aurora Housing Authority to fully comply with all Federal, State and local non-discrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Aurora Housing Authority's programs.

With that in mind, AHA as a public housing agency administering public housing is required to implement a smoke-free policy in compliance with the Final Rule 24 CFR Parts 965 and 966.

2.0 PURPOSE OF SMOKE-FREE POLICY

HUD and AHA desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of property insurance for a non-smoke-free building.

3.0 DEFINITIONS

3.1 *“SMOKE” OR “SMOKING”*

To smoke or to be smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or any form. “Smoking” also includes the use of an electronic smoking device.

3.2 *“ELECTRONIC SMOKING DEVICE”*

Any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah.



4.0 SCOPE OF SMOKE-FREE POLICY

4.1 BUILDINGS

Smoking is not permitted anywhere in the building, including apartments, in accordance with the following guideline. Effective July 1, 2018, all current residents, all employees, all guests, and all new residents of AHA will be prohibited from smoking anywhere in the building, including apartment units.

4.2 COMMON AREAS

Smoking is not permitted in common areas of the property to include but not limited to: laundry rooms, community centers, common area bathrooms, lobbies hallways stairways, elevators and the office.

4.3 ENTRANCES

Smoking is not permitted within 25 feet of the entrance to any apartment or common area to include the office. Entrances include but not limited to: entry ways, windows, porches, balconies, patios, or ventilation system

4.4 PLAYGROUNDS

Smoking is not permitted within 15 feet of any area of the playgrounds.

5.0 POSTINGS

The Aurora Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

5.1 “Smoke Free Building” Bilingual signs inside all common area ;

5.2 “Smoke Free Building/ Thank you” signs at entrances and/or common area windows;

6.0 CURRENT RESIDENTS

Current residents will receive a copy of this Smoke-Free Policy and will be required to sign lease addendums reflective of the Smoke-Free Policy at a future meeting, but no later than July 1, 2018.

7.0 NEW AND RETURNING RESIDENTS

New residents who sign leases effective on or after July 1, 2018 will be given copies of the Smoke-Free Policy and their lease will reflect this policy.



8.0 RESIDENTS TO PROMOTE SMOKE-FREE POLICY

Resident will inform guests of the smoke-free policy. Resident will also promptly give AHA a written statement of any incident where resident observes smoking not allowed by this policy or believes smoke is migrating into the tenant's unit from sources outside the unit.

9.0 ENFORCEMENT OF SMOKE-FREE POLICY

9.1 AHA will post “No Smoking” signs as designated in Section 5.0 of this policy.

9.2 AHA staff will take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. A resident household will be determined to be in violation of the Smoke-Free policy if:

- a.* AHA staff witness a resident, a resident's guest, or family member, service provider or other person smoking inside a unit.
- b.* AHA staff witness a lighted smoking product in an ashtray or other receptacle inside a unit.
- c.* Damage to the interior of the unit that is the result of burns caused by smoking products including damages to resident owned property.
- d.* Evidence of smoking in a unit such as cigarette or other smoking product smells, smoke clogged filters, smoke film including smoke damage to walls.
- e.* Repeated reports to staff of violations of this policy by third parties
- f.* Clogged plumbing caused by a smoking product or products.
- g.* Evidence of ashes on any surface in a unit.

9.3 AHA staff will enforce the smoking ban according to the following procedures except when a violation causes a fire on AHA property. In the case of a fire, the resident will be evicted in conformance with the AHA Policy. Staff will follow a progressive course of lease enforcement actions in implementing the smoking ban.

a. 1st offense:

Staff will give a verbal warning to resident reminding them of the non-smoking policy and provide a copy of the Smoke-Free policy.

b. 2nd offense:

Staff will issue the tenant a written warning regarding the report of violation of the non-smoking policy, including a copy of the Smoke-Free policy and provide the resident with smoking cessation resources.



c. 3rd offense:

Staff will issue a 30-day Notice of Termination of Housing Assistance.

10.0 EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE

Resident acknowledges that a breach (violation) of the Lease Addendum will render Resident liable for the costs to repair the unit due to damage from smoke odors or residue. A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum is a material breach of the Lease and ground for immediate enforcement action, including termination of the Lease by AHA.



11.0 RESIDENT CERTIFICATION

As Head of Household, I have read and understand the above Smoke-Free Policy and I agree to comply fully with the provisions. I understand that failure on my part, other members of the household, and my guests to comply with this Smoke-Free Policy could result in a 30 day eviction notice as outlined above.

Resident Signature (Head of Household) _____

Unit Number: _____

Date: _____

Co-Head Signature: _____

Other Adult Resident over 18: _____

Other Adult Resident over 18: _____



Attachment F - ILP090Fv01

Violence Against Women Act Policy

The AHA has adopted the following language as part of the AHA Admissions and Continued Occupancy Policy (ACOP) in response to the Violence Against Women Act (VAWA):

Certification of Domestic Violence, Dating or Stalking

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. Information provided is to be used by the AHA and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the AHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the AHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively “domestic violence”) under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

The AHA provides referrals to Mutual Grounds, assistance agency for domestic violence cases and the Aurora Police Department. Mutual Ground (MGI) operates a shelter for women and their minor children who are victims of domestic violence. Here victims are provided safety, shelter and support services while they learn they have the power to change their lives.

Mutual Ground provides:

- professional staff available 24 hours a day
- specialized support services
- thirty-two bed capacity
- serving southern Kane and Kendall counties

Domestic Violence Counseling For Women



Domestic violence is the physical abuse, threat of physical abuse, or the emotional abuse by a relative or person with whom the victim resides. Not all domestic violence victims need shelter. Some need to assess and explore their options before making a decision. Some need continuing support regarding their decision.

Some need group interaction to break down feelings of isolation, and promote healing.

- individual counseling available by appointment
- weekly support groups
- parenting group to encourage non-violent behavior
- referrals and advocacy with local social service agencies

For Children

Children are victims too, directly or indirectly. Understanding the violence is necessary to break this cycle of abuse.

- individual counseling
- support groups
- education about cooperative, non-violent problem solving
- activity and play groups

Sexual Assault Counseling

Sexual assault refers to all types of sexual violence with or without a weapon: rape, incest, molestation, child sexual assault/abuse and sexual harassment. Services are provided to all victims regardless of age or gender.

- 24 hour crisis intervention at hospitals and police stations
- individual counseling by professional staff
- support groups for rape, incest, children, adolescents, non-offending parents, and significant others
- specialized services for teens
- specialized services for children
- play and art therapy

Victim Advocacy

Mutual Ground provides critical advocacy services for both domestic violence and sexual assault victims. MGI supplies information, emotional support, and sound technical understanding of the legal and social systems involved. These systems can be frightening and frustrating to both adults and children who must then deal with numerous institutions during their crisis.

Domestic Violence Victims

- 24 hour availability for advocacy at hospital emergency rooms
- information on protection available through the Illinois Domestic Violence Act
- Advocacy with social service agencies and the criminal justice system
- support in criminal and civil court proceedings



- advocacy with obtaining Orders of Protection
- transportation to court

Sexual Assault Victims

- 24 hour availability for intervention at hospitals and police stations
- information about medical exams and evidence collection
- court preparation for adult or child victims
- information about legal procedures
- transportation to court

24-Hour Crisis Lines

It takes courage for those devastated by domestic violence or sexual assault to reach out for help. Their first contact can be crucial. MGI operates a 24-hour hot line for domestic violence and sexual assault victims.

- NO LINES HAVE CALLER ID
- All calls confidential
- Calls taken by professional staff
- Crisis intervention counseling
- Support for families and friends of victims
- Informed, non-judgmental support
- Sensitive, accurate information

Community Education

Mutual Ground believes education is the key in prevention of domestic violence and sexual assault. MGI has several pro-active programs that are tailored to fit our philosophy that social change is necessary to prevent these crimes. Please click on the Community Education link for more information.

Domestic Violence: Sexual Assault:

Hotline 630.897.0080 Hotline 630.897.8383

Office 630.897.0084 Office 630.897.8989

FAX (all) 630.897.3536

Mailing Address:

Mutual Ground, Inc.

418 Oak Avenue

Aurora, Illinois 60506

Email: MutualGround@Ameritech.net



**AURORA HOUSING AUTHORITY
FORM TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE**

Date Written Request Received From Family Member: _____

Name of the Victim of Domestic Violence: _____

Name(s) of other family members listed on the lease

Name of the abuser: _____

Relationship to Victim: _____

Date(s) the incident of domestic violence occurred: _____

Time: _____

Location of Incident: _____

Name of victim: _____

Police Report Number: _____

Reporting Agency: _____

Date of report: _____

Any other pertinent data: _____

Printed Name

Signature

Date

20.7 PET POLICY

DEFINITION

For the purpose of these rules, “pet” is defined as a domesticated small animal traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to: dogs litter box-trained cats, birds (specifically parakeets, canaries, or finches), small caged rodents (i.e., hamsters, gerbils, and guinea pigs), fish and turtles. Exotic animals are not considered “pets”. These rules, in compliance with federal regulations, distinguish cats and dogs from other pets as “fur-bearing” animals. Except where otherwise indicated, these rules apply principally to dogs and cats. “Pet” means dogs (excluding, but not limited to Pit Bulls, Rottweilers, Greyhounds, Dobermans and Afghans), cats, parakeets, canaries, finches, hamsters, guinea pigs, fish and turtles (ferrets are considered exotic animals). These rules, in compliance with federal regulations, distinguish cats and dogs from other pets, as “fur bearing animals”. Snakes, reptiles and other animals are not included in this definition and are specifically excluded by the AHA. The AHA reserves the right to reject an animal considered as a “pet” that may cause interference with peaceful environment of the development.

PET RESTRICTIONS

No more than one fur-bearing pet is permitted in an apartment. There may be no more than two birds or small caged animals per apartment. No limit is placed on the number of fish; however, the size of fish tank may not exceed 10 gallons. Guests are not permitted to bring any type of pet onto the premises.

LOCATION OF PETS WITHIN THE BUILDING

Pets shall not be brought into public lobbies, laundry rooms, and storage areas, dining areas or other public gathering spaces. When dogs or cats are moved through the building, they must be moved from the resident’s apartment to the outside exit.

SIZES

Dogs shall weigh no more than 20 pounds at the time of maturity and stand no more than 20 inches at the shoulder. Pets acquired as puppies shall be understood to mature at the height and weight not to exceed these height and weight restrictions. American Kennel Club’s standards shall determine the height and weight after maturity of the breed. A non-documented animal will be assumed to mature to that size which has been determined by veterinarian evidence to the Management in a signed letter.

LICENSURE AND TAGS

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner’s name, address and telephone number. All licenses and tags must be current.

ADMISSION/REGISTRATION

Every dog and cat must be registered with management upon admission and, thereafter, annually on the resident lease expiration and recertification date. Registration of dogs and cats requires proof of current dog or cat licensure, including, but not limited to feline distemper shots. Dogs shall have certifications of appropriate inoculations for heartworm, parvo and rabies, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered is required prior to admission. Proof of liability insurance, evidence of a flea control program and verification of alternate care-takers are also required as discussed below.

Prior to admittance of a pet into the facility, residents will be required to complete the pet registration form and sign the Lease Addendum pertaining to pets. All pets must be registered.

As part of the application the applicant shall acknowledge and agree that Management has the right to refer cases of pet abuse or abandonment to the appropriate Humane Society or other agency and the AHA and its representatives shall be held harmless for such referral made in good faith.

Applicants are encouraged to review and complete the appropriate form for estimating the costs of pet ownership prior to acquiring a pet.

Any change in pet will be treated as a new pet, and the permission procedure must be initiated and approval obtained once again before the new pet is allowed on the property.

ALTERING

Female dogs and cats over six months must be spayed, and males over eight months must be neutered. Dogs and cats cannot be admitted until they are old enough to be spayed or neutered.

LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet and all cleaning, flea control and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Development caused by their pet. (Resident's will hold AHA, owners of the development and its employees harmless and indemnify them from any and all claims arising directly and indirectly from any injury or damage as a result of pet ownership.) Pet owners are encouraged to obtain liability insurance. Pet liability insurance can be obtained through most insurance agents and companies. It can also be included in renter's policies. At the discretion of the Executive Director or his designee, any owner with an aggressive breed or an animal perceived as such, may be required to obtain insurance.

PET DEPOSIT

Each dog and cat owner must provide a pet security deposit in the amount of \$200.00 in addition to the standard rental security deposit. This deposit shall be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposits. The amount of pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains and damage. This fee also reflects the average pet deposit required by apartment facilities in the market area that permit pet ownership.

SANITATION

Dogs and cats are required to be "house-broken". Cats must be litter-box trained. Dogs must be able to exercise outside the building. Management shall designate a space or spaces to be used exclusively for the purpose of exercising dogs. Pet owners shall be responsible for the immediate cleanup of feces after the exercise of their dog. Resident dog owners must place the waste feces in a plastic bag, securely tie and deposit it in designated outdoor trash receptacles. Cat owners shall place "kitty litter" waste in a plastic bag, tie securely, and drop it in specified outdoor trash receptacles. "Kitty-litter" waste may not be disposed of down any garbage chute.

FLEA CONTROL

Upon admission of a pet, the pet owner shall file with Management, proof that a flea control program acceptable to Management will be maintained for a fur bearing pet. Thereafter, the owner of the fur-bearing pet shall file at intervals determined by Management proof that the pet and/or the apartment is being sprayed for fleas by an accredited exterminator or as recommended by an exterminator.

NOISE

No pet may make noise which disrupts other residents. Barking and/or whining dogs and crying or “caterwauling” cats will not be considered acceptable pets.

PET BEHAVIOR

No pet that bites, attacks, or demonstrates other aggressive behavior toward humans or other domesticated animals may be kept.

LEASHES

Dogs and cats shall be on hand-held leashes no longer than 5 feet in length under the control of a responsible individual at all times outside the confines of the pet owner’s apartment.

ALTERNATE CARETAKER

The pet owner must supply the name of a pet sponsor who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the management of any change in the name, address or telephone number of the person designated as alternate caretaker. Any expenses relating to alternate caretaker are the responsibility of the pet owner.

In cases of emergency, when management is unable to reach the alternate caretaker, the pet owner agrees to allow management to place the pet in an appropriate boarding facility with all fees and cost borne by the pet owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with the holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.

The resident pet owner absolves Management and/or its agents of any and all liability, financial or otherwise, for actions taken on behalf of the pet owner, or the well-being of the pet.

SICK OR INJURED ANIMALS

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the pet’s ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of the Management. Admitted pets which suffer illness or injury must be immediately taken for veterinarian care at the resident pet owner’s expense.

RULE ENFORCEMENT

Any tenant who receives three letters of violation of these pet rules and a letter of intent describing these violations from Management may be required, after private conference, to remove the pet from the premises and provide management with a signed affidavit stating that the pet is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting that an offending pet be removed forthwith in situations deemed to be of an emergency nature. In such instances, Management will act as specified in the section on “Alternate Caretaker” in removing a sick, diseased, or injured and/or aggressive animal.

ASSISTANCE ANIMALS AS A REASONABLE ACCOMMODATION

Assistance animals assist, support, or provide service to a person with a disability, or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. They perform many disability-related functions, including but not limited to the following:

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

Assistance animals that are needed as a reasonable accommodation for person with disabilities are not considered pets, and thus, are not subject to the size restriction or the payment of a pet deposit.

APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the AHA approve a reasonable accommodation in accordance with the policies contained herein. The assistance animal must not pose a threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation or there is reliable objective evidence that the animal would cause substantial physical damage to the property of others. The AHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability. Unless there is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation or there is reliable objective evidence that the animal would cause substantial physical damage to the proper of others, refusal to permit the assistance animal would be a violation of Section 504 of the Rehabilitation Act and the Fair Housing Act.

COURTESY

Pets can be therapeutic for those who enjoy, own and care for them. However, pets can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Owners must exercise common courtesy to other residents and AHA staff in dealing with your pet.

COMPLAINT PROCESS

Management has established a system for handling complaints regarding pet ownership. Management will give the pet owner written notification of a pet rule violation or complaint and will give the owner an opportunity to correct the violation.

The pet owner has the opportunity to meet with management within ten days of written notice to discuss the violation. If the violation is not adequately resolved, management may initiate action to remove the pet or terminate tenancy. Any pet owner with a past history of not being a responsible pet owner for example; has not followed the pet policy rules, or has had a pet removed for violations of the pet policy, will not be allowed to obtain another pet.

VISITING ANIMALS

These rules pertain only to residents and resident pet owners. No visiting pets are allowed, with the exception of animals through an approved pet therapy program or a disabled visitor requiring an animal as a reasonable accommodation.

MANAGEMENT'S DETERMINATION FORM

Management will be required to complete the management's determination form. This form will be used to determine whether the pet should be admitted into the building. Management reserves the right to prohibit the admission of any pet in cases where it determines the pet or pet owner will not be able to meet the requirements of these pet rules.

LEGAL OBLIGATIONS

The State of Illinois and the City of Aurora have many laws relating to dogs and cats. The following is a list of main requirements.

1. All dogs and cats must wear a license (available at the City/Village/County Buildings).
2. All dogs and cats must wear a valid rabies tag (available at your veterinarian's office).
3. All dogs and cats must wear a tag with the owner's name and address on it (available through a pet store).
4. All dogs and cats must be leashed and accompanied by the owner or another person at all times when the pet is off the owner's property.
5. You may not knowingly keep a vicious animal.
6. You may not permit your dog to defecate on the public highway.
7. You may not tie your dog or cat so that it can stand on a sidewalk. This means you cannot tie your dog or cat up in your yard so that the pet can reach the sidewalk. Nor can you leave your pet tied outside a store or other building while you go inside.
8. If your dog or cat should bite a person, it must be isolated at a veterinarian's office for ten days for rabies observation.
9. You must provide veterinary care, food and shelter for your pet.