



Please email review information directly to the applicable IHDA staff member. Submit tenant files only through BDS. Be sure to answer all questions. Include responses directly on these tabs or on a separate letter.

## SUMMARY

### Insert:

- Name(s) of Owner and Property Contact.  
(Include beginning date of ownership and service)
- Owners:  
Illinois Housing Development Authority  
111 E. Wacker Drive, Suite 1000  
Chicago, IL 60101  
8/2021
- On-Site Contacts:  
Melvin Moonshine-Regional Property Manager  
Rikki Lake-Community Manager  
Alexa Turnpike -Assistant Community Manager  
James Brown-Maintenance Superintendent
- Total number of buildings.
  - Four Buildings
- Year of construction.
  - 1983
- A current vacant unit report.  
(Report should list all vacancies as of date of inspection.)
  - See Attached
- Number of move-outs during previous calendar year.  
(Provide total number of move-outs from 1/1/2021 – 12/31/2021.)
  - 17
- Identify any rent subsidies, type, and source, **not** monitored by IHDA.  
(i.e., 50 project based HUD Section 8 units monitored by NHC; 25 CLIHTF units monitored by the City of Chicago.)
  - None
- List the term and dates of any subsidy contracts.  
(i.e., project based HUD Section 8 subsidy contract has a 20 year term beginning 1/1/15 – 12/31/35.)
  - 121 project-based HUD Section 8 units monitored by NHC.
- A list of amenities offered at development.
  - Off street parking, Units come with Refrigerator, and Stove.  
Submit pictures of the development sign, curb appeal, office, full front and back of the buildings (include address), parking lots, common area (community room, and laundry rooms) etc. See attached.



- **Vacancy Report**

**AVAILABILITY**

As of 11/02/2022

Parameters: Status - Vacant Not Leased; Unavailable Units Included; Make Ready Status - Not Ready; Sort By - Unit; Show Amenity List - Yes; Show Scheduled Make Ready Date; Market Rent Type - Market + Addl.;

**DETAIL**

Bldg/ Unit	Floor Plan	SQFT	Market + Addl.	Curr/Last Lease Rent	Floor Level	Move- Out	Days Vacant	Estimated Vacancy Cost	Make Ready	Pleased				Comments	
										Date Applied	Date Approved	Scheduled Move-In	Lease Rent		Lease Signed
<b>Vacant Not Leased Not Ready (16)</b>															
1-433-A	2B2B	800	0.00	451.00		06/01/2020	884		06/08/2020						
	no amenities														
	Set aside: 30%														
1-433-B	2B2B	800	0.00	451.00		10/25/2022	8		11/01/2022						
	no amenities														
	Set aside: 30%, 50%, 60%														
1-435-C	2B2B	800	0.00	550.00		10/25/2022	8		11/01/2022						
	no amenities														
	Set aside: 50%														
2-456-A	3B2B	1,200	0.00	451.00		08/01/2019	1189		08/08/2019						
	no amenities														
	Set aside: 30%														
3-428-A	2B1B	600	0.00	550.00		10/25/2022	8		11/01/2022						
	no amenities														
	Set aside: 30%, 50%, 60%														
3-428-B	2B1B	600	0.00	750.00		08/01/2021	458		08/06/2021						
	no amenities														
	Set aside: 60%														
3-430-A	2B1B	600	0.00	550.00		08/02/2019	1188		08/09/2019						
	no amenities														
	Set aside: 60%														
3-430-B	2B1B	600	0.00	675.00		08/01/2017	1919		08/08/2017						
	no amenities														
	Set aside: 50%														
3-438-B	2B1B	600	0.00	750.00		07/26/2022	99		08/02/2022						
	no amenities														
	Set aside: 30%, 50%, 60%														
3-440-A	2B1B	600	0.00	750.00		10/01/2014	2954		10/08/2014						
	no amenities														
	Set aside: 60%														
3-440-B	2B1B	600	0.00	700.00		09/06/2018	1518		09/13/2018						
	no amenities														
	Set aside: 60%														
3-440-C	3B2B	1,200	0.00	780.00		09/14/2017	1875		09/21/2017						
	no amenities														
	Set aside: 50%														
3-442-A	2B1B	600	0.00	750.00		05/06/2016	2371		05/13/2016						

\* - There is no former Moveout date or a valid Make Ready date set for this unit. Unable to calculate days vacant without this data.

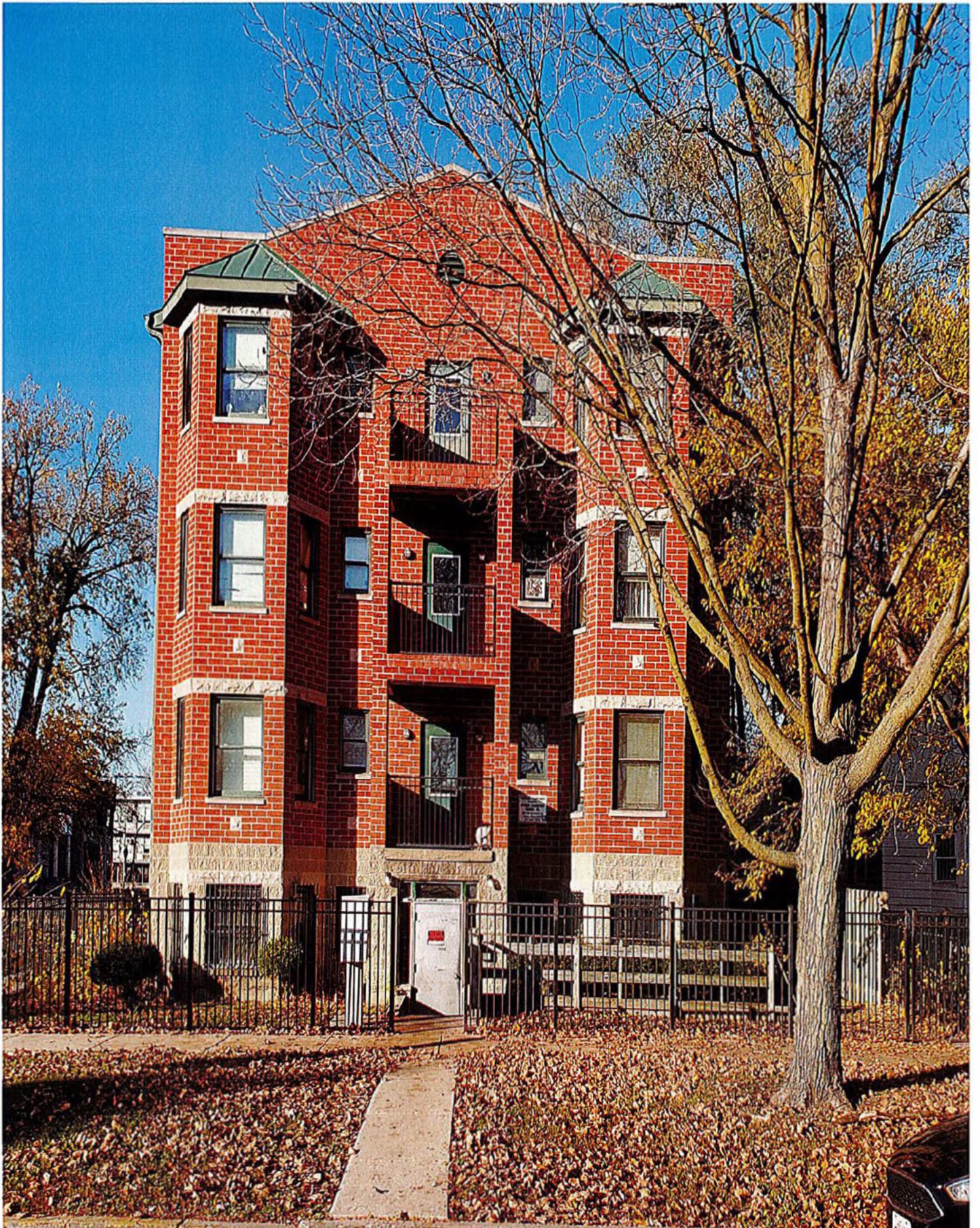
\*\* - This unit is on hold



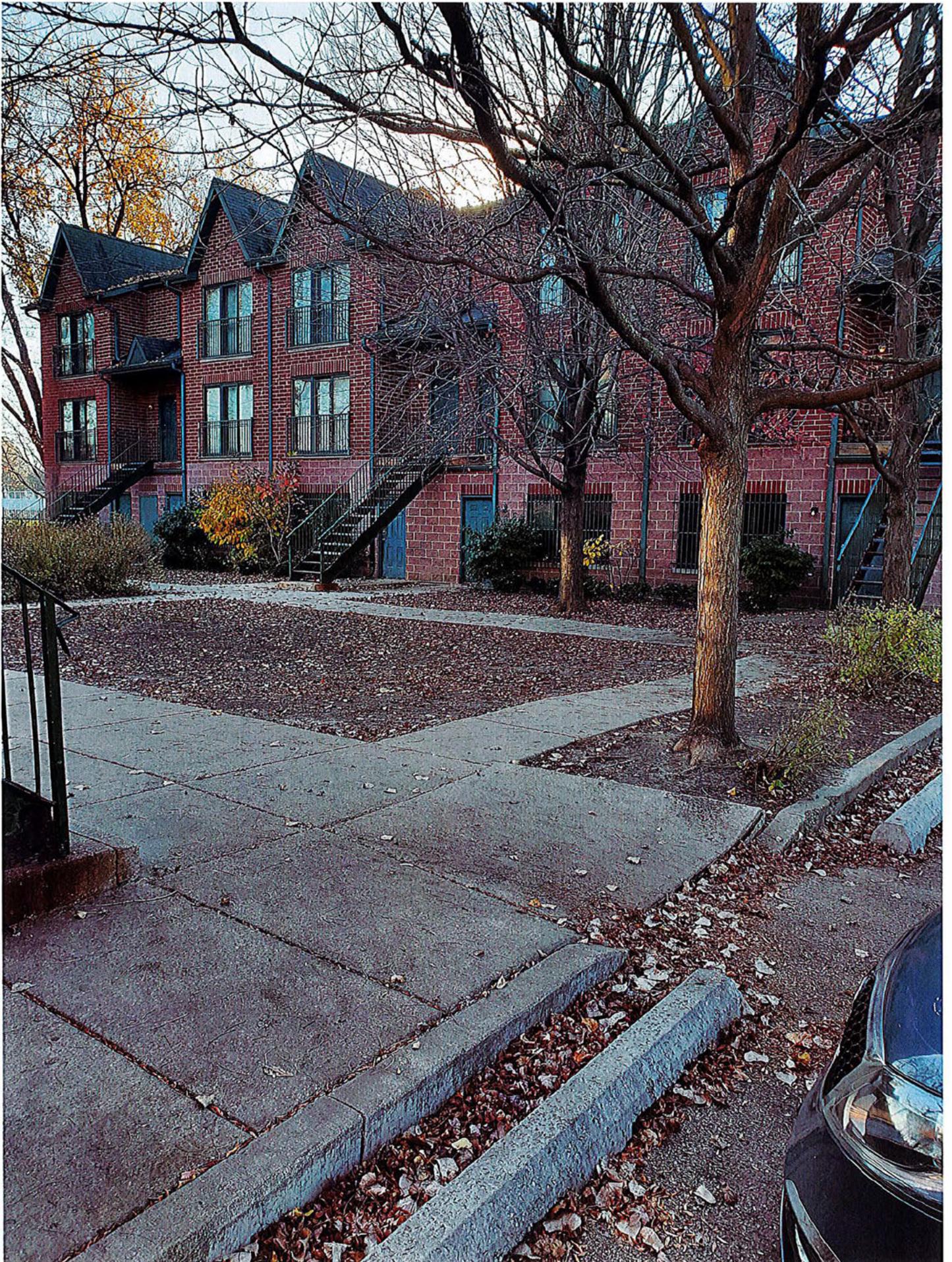


- **Site Pictures**











# #1. GENERAL PHYSICAL CONDITION

## Insert:

- A copy of all building and system certificates.  
(i.e., elevator certificates; proof of fire extinguisher annual servicing.)
  - None
- Housing code violations and resolutions.
  - See Attached
- Most recent Field Inspector's report for **all** physical inspections.  
(i.e., Tax Credit inspection; REAC; municipal inspections.)
  - None
- A list of all completed and planned capital improvements for the year and anticipated commencement date(s).
  - See Attached

# #2. WORK SCHEDULING

## Insert:

- Work orders and work order log for last completed month.  
(i.e., if IHDA inspection is scheduled for June 15<sup>th</sup>, work orders and log should reflect items for the entire month of May.)
  - See Attached
- List of all outstanding work orders, that includes number of days opened, as of the date of on-site inspection.  
(Provide explanation if work orders are open for more than a week.)
  - See Attached



- **Building Code Violations and Resolutions**

FILED-84

22 JUL 28 AM 9:11

IRIS Y MARTINEZ  
CLERK OF THE COURT  
COOK COUNTY

City of Chicago  
Department of Buildings  
Daily Court Case Transmittal Sheet

Run Date 07/13/2022

20221401045  
Judge: Courtroom, 1105

Case Number \_\_\_\_\_

Court Room  
1105

Court Day  
Monday

Court Time  
9:30 AM

11/7/22

Bureau



H-CSSW

Defendants	Capacity
[Redacted]	OWNER
[Redacted]	OWNER
BMO HARRIS BANK NA	MORTGAGE HOLDER
IL HOUSING DEVELOPMENT AUTHORITY	MORTGAGE HOLDER

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT - FIRST DISTRICT

20221401045  
Judge: Courtroom, 1105

CITY OF CHICAGO, a municipal corporation,  
Plaintiff  
v.

) Case No:  
) Amount claimed per day 5,500.00  
) Address:  
)  
)  
)  
)  
)  
)  
)

[REDACTED]

[REDACTED]

BMO HARRIS BANK NA  
IL HOUSING DEVELOPMENT AUTHORITY  
Unknown owners and non-record claimants,  
Defendants

9816

11/07/22

COMPLAINT FOR EQUITABLE AND OTHER RELIEF

Plaintiff, City of Chicago, a municipal corporation, by Corporation Counsel, by the undersigned Assistant(s) Corporation Counsel, complains of Defendants as follows:

Count I

1. Within the corporate limits of said city there is a parcel of real estate legally described as follows:

[REDACTED]

LOT 29 (EXCEPT THE EAST 12 FEET THEREOF) AND ALL OF LOTS 30 AND 31 IN BLOCK 1 IN E. L. BATES' RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AN ADJOINING THE NORTH 428 FEET) IN COOK COUNTY, ILLINOIS

Commonly known as

[REDACTED]

and that located thereon is a

- 3 Story(s) Building
- 0 Dwelling Units
- 0 Non-Residential Units

1105

2. That at all times pertinent thereto on information and belief the following named defendants owned, maintained, operated, collected rents for, or had an interest in the said property on the date (s) herein set forth.

[REDACTED] OWNER  
[REDACTED], OWNER  
BMO HARRIS BANK NA, MORTGAGE HOLDER  
IL HOUSING DEVELOPMENT AUTHORITY, MORTGAGE HOLDER  
Unknown owners and non-record claimants

3. That on 07/01/2022 and on each succeeding day thereafter and on numerous other occasions, the defendant(s) failed to comply with the Municipal Code of City of Chicago as follows:

- 1 CN070024  
Failed to repair or replace defective or missing members of porch system. (13-196-570, 13-196-641)  
Rear / Exterior Iron porch - rusted .  
Location: OTHER : :OTHER SEQ #: 001
- 2 CN138106  
Remove and stop nuisance. (7-28-060)  
Rear / nuisance - over grown tree branch on top porch .  
Location: OTHER : :OTHER SEQ #: 002
- 3 CN074024  
Failed to provide porch which is more than two risers high with rails not less than three and one-half feet above the floor of the porch. (13-196-570(b), 13-196-641)  
Front/ guardrails - missing pickets and loose .  
Location: OTHER : :OTHER SEQ #: 003
- 4 CN077014  
Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641)  
South and West elevation / Iron guardrails -rusted.  
Rear Iron fence leaning out over 1ft to the alley  
Location: OTHER : :OTHER SEQ #: 004
- 5 CN066034  
Failed to maintain balcony in good repair and free from cracks and defects. (13-196-530(e), 13-196-641)  
Front / balcony - 2nd fl the whole landing left up when walk on balcony .  
Joist pocket have no cement and is held up with shims.  
Balcony D&H permit required to repair balcony  
Location: OTHER : :OTHER SEQ #: 005
- 6 CN131026  
Repair or replace defective screen. (13-196-560 B)  
All elevation / Screen - missing  
Location: OTHER : :OTHER SEQ #: 006
- 7 CN078014  
Failed to provide and maintain adequate illumination of exit areas. (13-160-660, 13-160-670, 13-196-080)  
Front / interior stair / emergency light - out of service .  
Location: OTHER : :OTHER SEQ #: 007

8

CN133016

Repair or replace defective and dangerous carpeting. (13-196-630, 13-196-540)

Front interior stair / carpet -dirty

Location: OTHER : :OTHER

SEQ #: 008

9

CN103015

Failed to maintain floor free from holes and wide cracks and free from loose, warped, protruding or rotting floor boards. (13-196-540(a) and (b))

Front/ 3rd fl interior stair - floor tile broken and missing.

Location: OTHER : :OTHER

SEQ #: 009

10

CN101015

Failed to maintain interior walls and ceilings free from holes or cracks. (13-19-540(c))

3rd fl /456/ interior stair / wall - large hole and framing bent .

Location: OTHER : :OTHER

SEQ #: 010

11

CN197079

Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)

Front interior stair / smoke detector - beeping .

Location: OTHER : :OTHER

SEQ #: 011

\*\*\* End of Violations \*\*\*

4. That Matthew Beaudet is the Commissioner of the Department of Buildings of City of Chicago, and as such and pursuant to the Building Code of City of Chicago, caused inspection(s) to be conducted by inspectors of the Department of Buildings of City of Chicago, who have knowledge of the facts stated in this complaint.

5. That this proceeding is brought pursuant to the provisions of the Municipal Code of Chicago, and Chapter 65, Section 5/11-31-1, 5/11-31-2, and 5/11-13-15 of the Illinois Compiled Statutes, as amended.

Wherefore, plaintiff prays for a fine against the defendants, as provided under 13-12-020 of the Municipal Code of Chicago, in the amount indicated on the heading of the Complaint for each day said violations have existed and/or exist, said fine computed in accordance with Section 13-12-040 of the Municipal Code of Chicago.

## Count II

Plaintiff, City of Chicago, a municipal corporation, realleges the allegations of paragraphs one through five of Count I as paragraphs one through five of Count II and further alleges:

6. That the levying of a fine is not an adequate remedy to secure the abatement of the aforesaid municipal code violations and the public nuisance which they constitute, and that it is necessary that a temporary and permanent injunction issue and, if necessary, that a receiver be appointed, to bring the subject property into compliance with the Municipal Code of Chicago.

7. That Matthew Beaudet, the Commissioner of the Department of Buildings, City of Chicago, has determined said building does not comply with the minimum standards of health and safety set forth in the Building Code.

### WHEREFORE, PLAINTIFF PRAYS:

- a. For a temporary and permanent injunction requiring the defendants to correct the violations alleged in the complaint and to restrain future violations permanently, pursuant to 65 ILCS 5/11-31-1 (a), 5/11-31-2 and 5/11-13-15 and 13-12-070 of the Municipal Code.
- b. For the appointment of receiver, if necessary, to correct the conditions alleged in the Complaint with the full powers of receivership including the right to issue and sell receivers certificates in accordance with Section 5/11-31-2 of Chapter 65 of the Illinois Compiled Statutes, as amended.
- c. For an order authorizing the plaintiff to demolish, repair, enclose or clean up said premises, if necessary, and a judgment against defendants and a lien on the subject property for these costs in accordance with Section 5/11-31-1 (a) of Chapter 65 of the Illinois Compiled Statutes, as amended.
- d. If appropriate and under proper petition, for an order declaring the property abandoned under Section 5/11-31-1 (d) of Chapter 65 of the Illinois Compiled Statutes as amended and for an order granting City of Chicago a judicial deed to the property if declared abandoned.
- e. If a statutory lien is obtained in this proceeding under Section 5/11-31-1 or 5/11-31-2 of Chapter 65 of the Illinois Compiled Statutes, as amended, for an order permitting foreclosure of said lien in this proceeding.
- f. For reasonable attorney fees and litigation and court costs.
- g. For such other and further relief as may be necessary in the premises and which the court shall deem necessary.

CITY OF CHICAGO, a municipal corporation

By: \_\_\_\_\_

ASSISTANT CORPORATION COUNSEL

**VERIFICATION**

The undersigned, being first duly sworn on oath, deposes and says that he/she is the duly authorized agent of the plaintiff for the purpose of making this affidavit; that he/she has read the above and forgoing complaint, and has knowledge of the contents thereof, and that matters set out therein are true in substance and in fact, and as to matters alleged on information and belief that he/she believes them to be true.

[Redacted Signature]

Subscribed and sworn to before me this *17th*

[Redacted Date]



Deputy Circuit Court Clerk or Notary Public

For further information Contact: Department of Buildings  
Public Information Desk (312) 744 3400

**Corporation Counsel**

Attorney for Plaintiff

By: [Redacted Signature]

Assistant Corporation Counsel  
2 N. LaSalle St., Suite 320  
Chicago, Illinois 60602  
Atty. No 90909  
(312) 744-8791

[Redacted Signature]

**Proof of Service**

Pursuant to section 13-12-070 of the Municipal Code of the City of Chicago, I, Steve Mazur, an employee of the City of Chicago Department of Buildings, do hereby certify that I served a Notice of Building Code Violations--Court Action, on each person named below at the address indicated for that person, by causing said notice to be placed in a sealed envelope, with proper postage prepaid, addressed to the address (es) indicated below and that I mailed the document via first class mail by causing the documents to be deposited in the United States mail at 2045 W. Washington Boulevard in Chicago, Illinois 60612

on or before 5:00 P.M. on 7/18/2022

Address of Violation(s)

[REDACTED]

**BMO HARRIS BANK NA**

111 W. MONROE ST

CHICAGO IL 60603

**IL HOUSING DEVELOPMENT AUTHORITY**

LEGAL DEPARTMENT

401 N. MICHIGAN AVE STE 700

CHICAGO IL 60611

[REDACTED]

**APARTMENTS INC**

[REDACTED]

#510

CHICAGO IL 60607

[REDACTED]

[REDACTED]

#510

CHICAGO IL 60607

By: SM

Steve Mazur

There was a hearing on 11/07/2022, where our legal counsel was able to provide proof of the completed work, and we were given an extension into May 2023 for the work still in process. We were instructed to call the inspector and arrange another inspection prior to the next hearing.

#### Work Status:

1 CN070024

Failed to repair or replace defective or missing members of porch system. (13-196-570, 13-196-641)

Rear/ Exterior Iron porch - rusted .

**Still in process**

2 CN138106

Remove and stop nuisance. (7-28-060)

Rear/ nuisance \* over grown tree branch on top porch .

**Completed 11/01/2022 (Pictures Attached)**

3 CN074024

Failed to provide porch which is more than two risers high with rails not less than three and one-half feet above the floor of the porch. (13-196-570(b), 13-196-641)

Front/ guardrails - missing pickets and loose .

**Completed 11/01/2022 (Pictures Attached)**

4 CN077014

Failed to maintain fence in good condition and repair. (7-28-060, 13-196-630, 13-196-641) South and West elevation/ Iron guardrails -rusted.

Rear Iron fence leaning out over 1ft to the alley

**Rear fence completed 10/26/2022.**

**South and West Elevations guard railsstill in process.**

5 CN066034

Failed to maintain balcony in good repair and free from cracks and defects. (13-196-530(e), 13-196-641)

Front / balcony - 2nd fl the whole landing left up when walk on balcony . Joist pocket have no cement and is held up with shims.

Balcony D&H permit required to repair balcony

**In process, set to be complete by 11/06/2022. (Pictures Attached)**

6 CN131026

Repair or replace defective screen. (13-196-560 B) All elevation/ Screen - missing

**Still in process**

7

CN078014SEQ#: 005

Failed to provide and maintain adequate illumination of exit areas. (13-160-660, 13-160-670, 13-196-080)

Front / interior stair / emergency light- out of service .

Completed 09/29/2022 (Pictures Attached)

8

CN133016

Repair or replace defective and dangerous carpeting. (13-196-630, 13-196-540) Front interior stair / carpet -dirty

Completed 10/16/2022

9

CN103015

Failed to maintain floor free from holes and wide cracks and free from loose, warped, protruding or rotting floor boards. (13-196-540(a) and (b))

Front/ 3rd fl interior stair- floor tile broken and missing.

Completed 09/10/2022 (Pictures Attached)

10

CN101015

Failed to maintain interior walls and ceilings free from holes or cracks. (13-19-540(c)) 3rd fl /456/ interior stair/ wall - large hole and framing bent .

Completed 10/16/2022

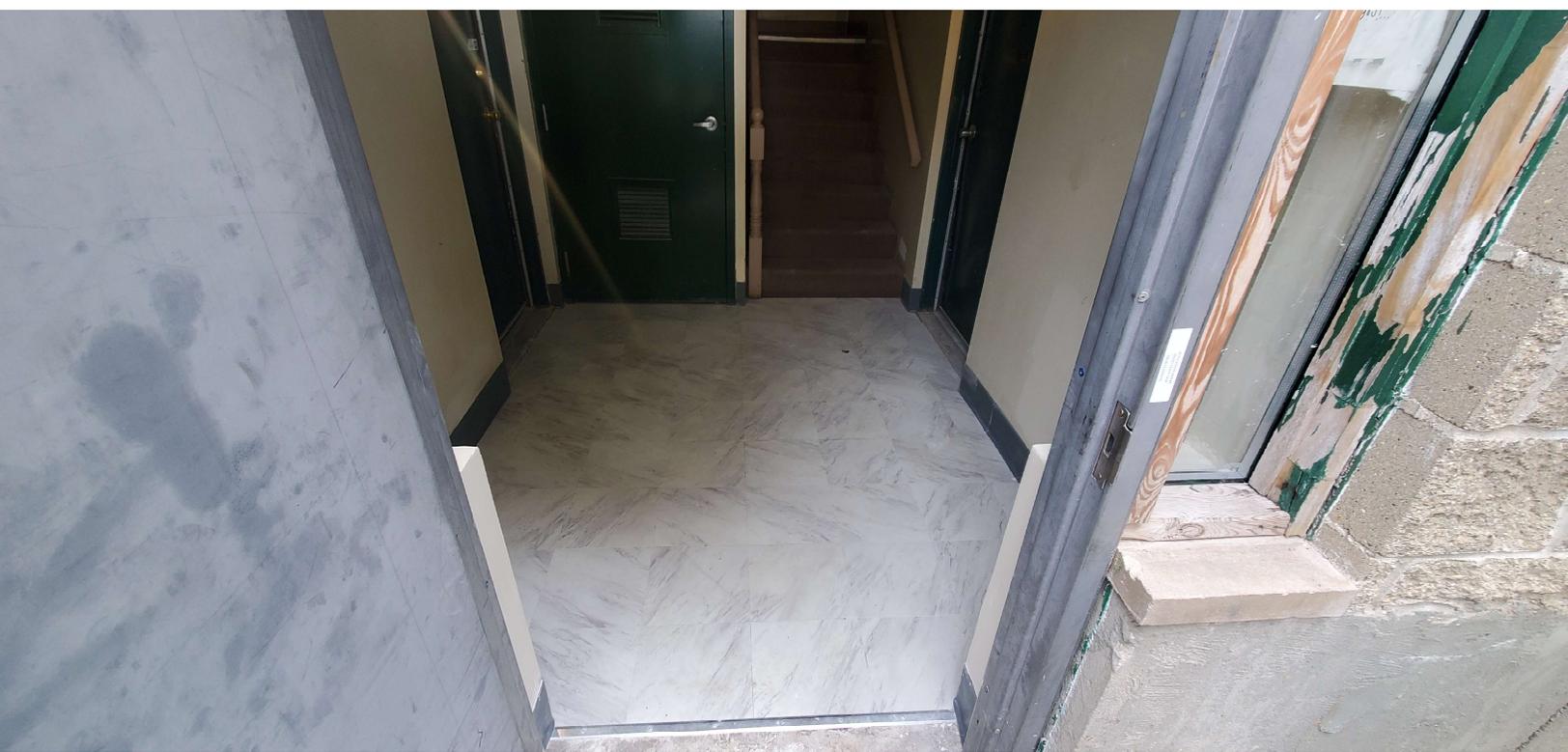
11

CN197079

Repair or replace defective or out of service smoke detectors and operate continuously. (13-196-130, 13-196-140)

Front interior stair/ smoke detector - beeping .

Completed 09/29/2022 (Pictures Attached)

























# • Capital Improvements



## Capital Improvements


<b>Improvements</b>	<b>Commencement Date</b>
Repairs to rear porch decking ( [REDACTED] )	March 2023
Hallway painting [REDACTED]	July 2023
Replace hallway entrance flooring [REDACTED]	Completed 09/2022
Fencing repairs/ Paint	Completed 11/2022
Replace Exterior lights	March 2023
Replace 2nd floor Balcony [REDACTED]	Completed 11/2022
Front Stairs Repairs	Various dates in 2022
<i>Other needs that will take longer</i>	
Resurfacing for all four parking lots	
Cycle painting 10 units	
Cycle painting 10 units	



# • Work Orders Log

### WORK ORDER STATUS REPORT

Date Range: From 10/1/2022 To 10/31/2022

Parameter: Exclude external contractor requests: No

	Resident Requests	Property Requests	Make Ready Work Orders	Total Requests
Number of service requests received this period	12	0	0	12
Number of service requests carried forward from prior periods	5	2	0	7
Number of service requests completed this period	14	2	0	16
Number of service requests outstanding	7	0	0	7
Percent of request completed	82.35%	100.00%	0.00%	84.21%



## #3. VACANT UNIT PREPARATION

### Insert:

- A written procedure for vacant unit turnover preparation.
  - See Attached
- Confirm number of units that are move-in ready.  
(Move-in ready units are those units that are ready for immediate occupancy by applicant.)
  - None
- Number of vacant units that require substantial rehab.  
(Examples include fire damaged units, units that require floor and wall replacements.)
  - Eight

## #4. SECURITY PROGRAM

### Insert:

- List types of security service and/or equipment available and used at the development.
  - Eight



- **Unit Turnover Policy**



## Unit Turnover Policy

**Units will be turned over within 5 days, except for in extraordinary circumstances.**

**Note:** Most of  turnover's require outside contractors.

### Wall repair/Painting

Vacated units are turned over using flat white paint in the living room and bedroom, white eggshell in the bathroom. Kitchen – white semi-gloss paint. If the walls require extensive repairs and outside contractor is used.

### Flooring

Carpet is cleaned, and tile flooring is striped and waxed or cleaned. When replacement is necessary an outside contractor is used. Vinyl plank flooring is the preferred flooring material.

### Cleaning

The appliances will be cleaned by maintenance using EPA approved supplies. Repairs or replacement is completed through an outside vendor.

### Maintenance

Repairs and/or damages to unit will be assessed, charged, and deducted from resident security deposit where applicable. Outside contractors are used for repairs or replacements that are outside of the scope of maintenance staff i.e. furnace replacement.



EQUAL HOUSING  
OPPORTUNITY

We Do Business in Accordance With the Federal Fair  
Housing Law

(The Fair Housing Amendments Act of 1988)



## #5-8. ACCOUNTING AND BOOKKEEPING; SUBMISSION OF REPORTS; BUDGET MANAGEMENT; FINANCIAL COMPLIANCE

### Insert:

- Copy of the most recent operating account bank statement.
  - See Attached
- Copy of the most recent security deposit account bank statement.
  - See Attached
- Copy of the development security deposit liability (i.e., rent roll or security deposit listing).
  - See Attached
- Proof of annual security deposit interest paid out to tenants, if required.
  - See Attached
- Copy of annual operating budget.
  - See Attached
- (For properties with cash flow issues) provide explanation, and steps taken to correct shortages.
  - See Attached
- Copy of the development's most recent balance sheet.  
(i.e., if inspection is June 15<sup>th</sup>, balance sheet should be for May 31<sup>st</sup>)
  - See Attached



- **Operating Account Bank Statement**



P. O. Box 718  
Evansville, IN 47705

CORPORATE ANALYSIS CHECKING

ACCOUNT INFORMATION

DATE 09/30/2022  
ACCOUNT NUMBER [REDACTED]

PAGE 1 OF 3

CLIENT CARE CONTACT INFORMATION

Client Care: 800-731-2265  
 Visit us Online: www.oldnational.com  
 Written Inquiries: P. O. Box 419  
Evansville, IN 47703

ACCOUNT SUMMARY

Previous Statement Balance	08/31/2022	\$7,472.50
Deposits/Credits	3	\$21,399.00
Withdrawals/Debits	9	-\$5,057.75
Total Service Charges		\$0.00
Interest Paid		\$0.00
Current Statement Balance	09/30/2022	\$23,813.75

DEPOSITS AND OTHER CREDITS

DATE	TRACER	TRANSACTION DESCRIPTIONS	AMOUNT
09/06	600000	Desktop RDC Deposit	\$10,502.00
09/19	1900000	Desktop RDC Deposit	\$7,785.00
09/28	2800000	Desktop RDC Deposit	\$3,112.00

WITHDRAWALS AND OTHER DEBITS

DATE	TRACER	TRANSACTION DESCRIPTIONS	AMOUNT
09/01	1244	COMCAST CABLE [REDACTED]	-\$393.47
09/12	246	MONTHLY SERVICE CHARGE JULY 2022	-\$96.02
09/19	263	MONTHLY SERVICE CHARGE AUGUST 2022	-\$108.32
09/30	117	INT XFER TO DDA [REDACTED] [REDACTED] (MO 279697039)	-\$750.00



www.oldnational.com

00023727 0120646 0001-0003

# To Help Balance Your Account

Enter your checkbook balance		
Add Interest credited and other deposits shown on this statement, but not previously entered in your checkbook		
Subtotal		
Subtract service charge and other deductions shown on this statement, but not previously entered in your checkbook		
Subtotal		
<b>A</b> Adjusted checkbook balance		
Enter the current balance from this statement		
Add deposits entered in your checkbook, but not shown on this statement		
Subtotal		
Subtract checks and withdrawals entered in your checkbook, but not shown on this statement	Check No.	Amount
	Subtotal	
<b>B</b> Adjusted statement balance		

Your checkbox is in balance If line A agrees with line B.

**If your adjusted checkbook and bank statement balance do not agree:**

1. Review last month's statement to make sure any differences were corrected.
2. Check additions and subtractions in your checkbook.
3. Compare the amount of each check and deposit on this statement with the amount recorded in your checkbook.
4. Make sure all outstanding checks have been listed, including those that may not have been paid from the previous statement.
5. Make sure that any electronic fund transfers or automatic payments are recorded in your checkbook.

**How Finance Charge is Calculated** If this statement includes billing information regarding a personal line of credit for consumer use, the finance charge for each statement (loan) period is calculated by applying the applicable daily periodic rate(s) to the daily balances. To get daily balances, we take the beginning balance of your account each day, add any new loans or charges and subtract any payments or credits. Then, we multiply the daily balance each day of the statement period by the applicable daily periodic rate(s). We then add up all of these daily finance charges to get your total finance charge. If there is only one (1) daily periodic rate during the statement period, the finance charge may also be verified by multiplying the average daily balance by the number of days in the statement period and multiplying the result by the applicable daily periodic rate. If your line of credit has a variable rate feature, the rate used to calculate your finance charge may vary as described in the disclosure provided to you initially. Payments received during regular hours on business days at all of our full-service offices will be credited on the same business day. Payments received at other locations or after regular business hours will be credited on the next business day.

**In Case of Errors or Questions About Your Personal Line of Credit (This is a summary of Your Billing Rights)** If you think your statement is wrong, or you need more information about a transaction on your statement, write us at P.O. Box 419, Evansville, IN 47703. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. However, charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question, or any interest or other fees related to that amount. We can apply any unpaid amount against your credit limit.

If you have authorized us to pay your minimum monthly payment automatically by charging your deposit account with us, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

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 **OLD NATIONAL BANK®**P. O. Box 718  
Evansville, IN 47705

CORPORATE ANALYSIS CHECKING

## ACCOUNT INFORMATION

DATE 09/30/2022  
ACCOUNT NUMBER 

PAGE 2 OF 3



## CHECKS

CHECK NUMBER	DATE	AMOUNT	CHECK NUMBER	DATE	AMOUNT
3487	09/02	\$585.46	3518	09/19	\$480.32
3516 *	09/06	\$730.00	3519	09/27	\$815.58
3517	09/09	\$1,098.58			

\* Denotes check paid out of sequence

## DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/31	\$7,472.50	09/01	\$7,079.03	09/02	\$6,493.57
09/06	\$16,265.57	09/09	\$15,166.99	09/12	\$15,070.97
09/19	\$22,267.33	09/27	\$21,451.75	09/28	\$24,563.75
09/30	\$23,813.75				

00023727 0120648 0002-0003



CORPORATE ANALYSIS CHECKING

5405049007



3487 \$585.46 09/02/2022



3516 \$730.00 09/06/2022



3517 \$1,098.58 09/09/2022



3518 \$480.32 09/19/2022



3519 \$815.58 09/27/2022

00023727 01 20649 0003-0003



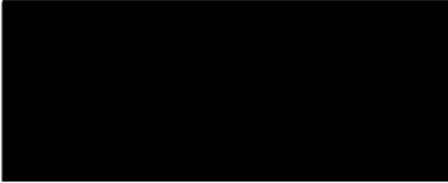


- **Security Deposit Account Bank Statement**

SELECT BUSINESS SAVINGS	
ACCOUNT INFORMATION	
DATE	09/30/2022
ACCOUNT NUMBER	[REDACTED]

00107183 FP264310032201165200 05 000000000 0290993 003

PAGE 1 OF 2



CLIENT CARE CONTACT INFORMATION	
	Client Care: 800-731-2265
	Visit us Online: <a href="http://www.oldnational.com">www.oldnational.com</a>
	Written Inquiries: P. O. Box 419 Evansville, IN 47703

00107183 1001511 0001-0002

ACCOUNT SUMMARY		
Previous Statement Balance	07/10/2022	\$15,779.88
Deposits/Credits	1	\$550.00
Withdrawals/Debits	0	\$0.00
Total Service Charges		\$0.00
Interest Paid		\$0.37
Current Statement Balance	09/30/2022	\$16,330.25
Days in Statement Period	82	

OVERDRAFT CHARGES SUMMARY		
	THIS CYCLE	YEAR TO DATE 2022
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

DEPOSITS AND OTHER CREDITS			
DATE	TRACER	TRANSACTION DESCRIPTIONS	AMOUNT
08/09	923	Desktop RDC Deposit	\$550.00
09/30	999	INTEREST PAYMENT	\$0.37

DAILY BALANCE SUMMARY					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/10	\$15,779.88	08/09	\$16,329.88	09/30	\$16,330.25



# To Help Balance Your Account

Enter your checkbook balance		
<b>Add</b> Interest credited and other deposits shown on this statement, but not previously entered in your checkbook		
Subtotal		
<b>Subtract</b> service charge and other deductions shown on this statement, but not previously entered in your checkbook		
Subtotal		
<b>A</b> Adjusted checkbook balance		
Enter the current balance from this statement		
<b>Add</b> deposits entered in your checkbook, but not shown on this statement		
Subtotal		
<b>Subtract</b> checks and withdrawals entered in your checkbook, but not shown on this statement	Check No.	Amount
Subtotal		
<b>B</b> Adjusted statement balance		

Your checkbox is in balance if line A agrees with line B.

**If your adjusted checkbook and bank statement balance do not agree:**

1. Review last month's statement to make sure any differences were corrected.
2. Check additions and subtractions in your checkbook.
3. Compare the amount of each check and deposit on this statement with the amount recorded in your checkbook.
4. Make sure all outstanding checks have been listed, including those that may not have been paid from the previous statement.
5. Make sure that any electronic fund transfers or automatic payments are recorded in your checkbook.

**How Finance Charge is Calculated** If this statement includes billing information regarding a personal line of credit for consumer use, the finance charge for each statement (loan) period is calculated by applying the applicable daily periodic rate(s) to the daily balances. To get daily balances, we take the beginning balance of your account each day, add any new loans or charges and subtract any payments or credits. Then, we multiply the daily balance each day of the statement period by the applicable daily periodic rate(s). We then add up all of these daily finance charges to get your total finance charge. If there is only one (1) daily periodic rate during the statement period, the finance charge may also be verified by multiplying the average daily balance by the number of days in the statement period and multiplying the result by the applicable daily periodic rate. If your line of credit has a variable rate feature, the rate used to calculate your finance charge may vary as described in the disclosure provided to you initially. Payments received during regular hours on business days at all of our full-service offices will be credited on the same business day. Payments received at other locations or after regular business hours will be credited on the next business day.

**In Case of Errors or Questions About Your Personal Line of Credit (This is a summary of Your Billing Rights)** If you think your statement is wrong, or you need more information about a transaction on your statement, write us at P.O. Box 419, Evansville, IN 47703. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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ACCOUNT INFORMATION

DATE 09/30/2022  
ACCOUNT NUMBER 5583919105



INTEREST SUMMARY

Interest Earned In Statement Period of **07/11/22** Through **09/30/22**

Days in Statement Period	82
Interest Earned	\$0.36
Annual Percentage Yield Earned	0.01 %
Year to Date and Prior Year Interest Reporting	
Interest Paid This Year	\$1.17
Interest Withheld This Year	\$0.00
Interest Paid Last Year	\$1.63
Interest Withheld Last Year	\$0.00

00107183 1001513 0002-0002





- **Security Deposit Liability** (rent roll with security deposit listing)

**ALL RESIDENTS**  
As of 11/02/2022

**Parameters:** Status: Current resident  
Lease Signer or Occupant: Both  
Exclude inactive household members: N  
Sort By: Unit  
Unit Range: all units  
Name starts with: N/A

Name	Status	Contact Status	Bldg/Unit	Age	Phone	Move In	Expires	Notice For Date	Move Out	Jrnl	Rent	OtherDeposit	NSF Late		
Gartley, Ashley	Current resident	S	1-433-C	29	C: (213) 905-5374	11/03/2021	10/31/2022			RESIDENT	451.00	0.00	451.00	0	0
McCambry, Isaiah	Current resident	S	1-433-C	9		11/03/2021	10/31/2022			RESIDENT	451.00	0.00	451.00	0	0
Crosby, Antamica	Current resident	S	1-433-D	43	C: (773) 414-6157	11/03/2021	10/31/2022			RESIDENT	650.00	0.00	650.00		
Appling, Douglas	Current resident	S	1-435-A	32		03/11/2015	03/31/2017			RESIDENT	700.00	0.00	700.00	1	
Dalton, Lauren	Current resident	S	1-435-A	35	(630) 742-6105	03/11/2015	03/31/2017			RESIDENT	700.00	0.00	700.00	1	
BROWN, PORSHA	Current resident	S	1-435-B	28	(773) 567-6795	09/01/2015	08/31/2016			RESIDENT	451.00	0.00	452.00	4	
Ford, Brittany	Current resident	S	1-435-D	28	C: (708) 465-9191	02/25/2020	02/28/2021			RESIDENT	393.00	0.00	451.00	0	0
Williams, Talisha	Current resident	S	2-456-B	45	(773) 641-3895	10/04/2013	09/30/2014			RESIDENT	451.00	0.00	0.00	27	
Williams, Natasha	Current resident	S	2-456-C	28	(773) 953-5155	07/01/2019	06/30/2020			RESIDENT	451.00	0.00	451.00	4	
Weston, Isaiah	Current resident	S	2-456-D	29	(773) 367-5461	03/06/2019	02/29/2020			RESIDENT	451.00	0.00	451.00	9	
JONES, KRYSTAL	Current resident	S	2-458-A	36	(312) 414-8121	12/14/2017	11/30/2018			RESIDENT	550.00	0.00	725.00	23	
Jones, Terry	Current resident	S	2-458-B	29	(312) 887-2057	12/14/2017	11/30/2018			RESIDENT	470.00	0.00	451.00	23	
Meek, Ronald	Current resident	S	2-458-C	32	C: (312) 785-1045	04/09/2022	03/31/2023			RESIDENT	550.00	0.00	550.00		
Meeks, Nazir	Current resident	S	2-458-C	5		04/09/2022	03/31/2023			RESIDENT	550.00	0.00	550.00		
Skinner, Brianna	Current resident	S	2-458-C	29	C: (773) 876-1045	04/09/2022	03/31/2023			RESIDENT	550.00	0.00	550.00		
Harris, Jquera	Current resident	S	2-458-D	21		01/17/2020	01/31/2021			RESIDENT	550.00	0.00	0.00		
Phyifer, Annie	Current resident	S	2-458-D	55		01/17/2020	01/31/2021			RESIDENT	550.00	0.00	0.00		
Phyifer, Annie	Current resident	S	2-458-D	92		01/17/2020	01/31/2021			RESIDENT	550.00	0.00	0.00		
Castillo, Kendrick	Current resident	S	3-428-A	57	(312) 686-8923	05/31/2012	05/30/2013			RESIDENT	780.00	0.00	0.00	30	
Gibson, Carolyn	Current resident	S	3-428-B	64	(224) 441-0533	08/22/2014	08/31/2015			RESIDENT	750.00	0.00	0.00	0	47
Dean, Leila	Current resident	S	3-426-C	60	(312) 599-9271	12/05/2018	11/30/2019			RESIDENT	830.00	0.00	830.00		
Tate, Dimitri	Current resident	S	3-426-C	20		12/05/2018	11/30/2019			RESIDENT	830.00	0.00	830.00		
BRYANT, DONNITA	Current resident	S	3-426-D	43	(312) 799-1452	07/01/2019	06/30/2020			RESIDENT	550.00	0.00	550.00	4	
HARPER, DIONTAE	Current resident	S	3-426-D	23		07/01/2019	06/30/2020			RESIDENT	550.00	0.00	550.00	4	
COMMINGS, ALISHA	Current resident	S	3-428-C	43	(773) 606-8646	08/15/2018	07/31/2019			RESIDENT	550.00	0.00	550.00	13	
MOORE, DEANDRE	Current resident	S	3-428-C	12	(773) 606-8646	08/15/2018	07/31/2019			RESIDENT	550.00	0.00	550.00	13	
COMMINGS, KISHA	Current resident	S	3-428-D	45	(773) 551-8616	08/15/2018	07/31/2019			RESIDENT	550.00	0.00	550.00	9	
Willis, Aniah	Current resident	S	3-428-D	19		08/15/2018	07/31/2019			RESIDENT	550.00	0.00	550.00	9	

**ALL RESIDENTS**  
As of 11/02/2022

**Parameters:** Status: Current resident  
Lease Signer or Occupant: Both  
Exclude inactive household members: N  
Sort By: Unit  
Unit Range: all units  
Name starts with: N/A

Name	Status	Contact Status	Bldg/Unit	Age	Phone	Move In	Expires	Notice For Date	Move Out	Jrnl	Rent	OtherDeposit	NSF	Late
McGregory, Benita	Current resident	S	3-430-C	41	(773) 957-4393	12/10/2019	12/10/2020			RESIDENT	780.00	0.00	706.00	30
Hale, Richard	Current resident		3-430-D	16		02/01/2019	01/31/2020			RESIDENT	550.00	0.00	550.00	9
Lewis, Shanna	Current resident	S	3-430-D	38	(708) 506-7730	02/01/2019	01/31/2020			RESIDENT	550.00	0.00	550.00	9
Lewis, Zachary	Current resident		3-430-D	19		02/01/2019	01/31/2020			RESIDENT	550.00	0.00	550.00	9
McCray, Briyanna	Current resident		3-430-D	20		02/01/2019	01/31/2020			RESIDENT	550.00	0.00	550.00	9
Walls, Arianna	Current resident		3-430-D	11		02/01/2019	01/31/2020			RESIDENT	550.00	0.00	550.00	9
Martin, Lolita	Current resident	S	3-438-A	43	(773) 563-2539	02/04/2010	02/01/2013			RESIDENT	725.00	0.00	725.00	49
Gilmore, Sherry	Current resident	S	3-438-C	49	(773) 364-0225	03/09/2018	02/28/2019			RESIDENT	550.00	0.00	530.00	18
Island, Effie	Current resident	S	3-438-D	67	C: (708) 971-3567	07/14/2017	07/13/2018			RESIDENT	830.00	0.00	830.00	23
Roberts, Elmo	Current resident	S	3-440-D	46	C: (773) 960-8522	02/03/2022	02/01/2023			RESIDENT	750.00	0.00	750.00	
Wheeler, Curtis	Current resident	S	3-442-C	32		12/01/2019	11/30/2020			RESIDENT	550.00	0.00	550.00	0
Wheeler, Kodi	Current resident		3-442-C	6		12/01/2019	11/30/2020			RESIDENT	550.00	0.00	550.00	0
Wheeler JR, Curtis	Current resident		3-442-C	13		12/01/2019	11/30/2020			RESIDENT	550.00	0.00	550.00	0

**Total Residents: 41**



- **Annual Operating Budget Submission**

**BUDGET WORKSHEET EXPLANATIONS FOR 2022**

**Rental Income**

5120 **Apartments** - rent collected from residents

5220 **Vacancies** – YTD Annualized

5410 **Interest Income** - None

**Other Revenue**

5910 **Laundry and Vending** - None

5920 **NSF & Late Charges** – Year to date annualized

5990 **Other Revenue** – None

**Administrative Expenses**

6210 **Advertising for Apartments and Employment** – None

6230 **Concessions to Tenants** – None

6250 **Other Renting Expense** - Cost of credit reports, Criminal background, and Sex offender checks. Year to date annualized

6310 **Office Salaries** – Audit plus 5%

6311 **Office Supplies** – This expense covers all administrative cost for office supplies, telephone services, answering service, stamp machine and leasing of copier and fax machines. YTD Annualized

6320 **Management Fee** – Based on 6% of gross collections after vacancy loss.

6330 **Manager Salary** – This expense covers the salary for the full-time Site Manager. Year to date number

6340 **Legal Expenses** – Projected cost for legal representation for evictions and other legal matters. Audit plus 5%

6350 **Auditing Expenses** – Cost for annual audit report plus five hundred dollars.

6351 **Bookkeeping Fees/Accounting Services** – None

6360 **Telephone/Answering Service** – This expense covers the cost for telephone services for office and elevator and the cost for answering services. YTD Annualized

6390 **Misc. Admin. Expenses** - Anticipated amount for unforeseen expenses and office staff training and continuing education. YTD Annualized

6391 **Asset Management Fees** – None

**BUDGET WORKSHEET EXPLANATIONS FOR 2018**  
**PAGE 2**

**Utilities**

- 6450 **Electricity** – YTD Annualized
- 6451 **Water** – YTD Annualized
- 6452 **Gas** – YTD Annualized
- 6453 **Sewer** – YTD Annualized

**Operating and Maintenance Expenses**

- 6510 **Janitor and Cleaning Payroll** – Salaries for full-time Maintenance Supervisor to perform janitorial and maintenance services to the property. YTD Annualized
- 6515 **Janitor and Cleaning Supplies** – None
- 6517 **Janitor and Cleaning Contract** – None
- 6519 **Exterminating Payroll/Contract** – Projected cost for outside contractor to perform exterminating services to units and common areas for roaches, bees, bedbugs and mice. YTD Annualized
- 6520 **Exterminating Supplies** -- Project cost to purchase exterminating supplies for services performed by in house maintenance for ants, water bugs, etc. YTD Annualized
- 6525 **Garbage and Trash Removal** – YTD annualized plus 5%
- 6530 **Security Payroll/Contract** – Salary for in house courtesy staff for five (5) part-time employees. Courtesy is similar to security personnel. Cost also includes fees for annual testing of fire equipment. None
- 6537 **Grounds Contract** – None
- 6540 **Repairs Payroll** – None
- 6541 **Repairs Material** – Cost to purchase supplies and materials for maintenance to provide service to units and common areas as work orders are generated. Projected amount used. None
- 6542 **Repairs Contract** – None
- 6543 **Extraordinary Repairs** – None
- 6545 **Elevator Maint/Contract** – Anticipated cost for outside elevator contractor to provide repair service to elevators. None

**BUDGET WORKSHEET EXPLANATION FOR 2018**  
**PAGE 3**

- 6546 **Heating/Cooling and Maintenance** – Cost for repairs to the heating/cooling system as needed. YTD annualized
- 6548 **Snow Removal** – Cost to have parking lot plowed at by outside contractor. Also, includes additional cost of \$500 to purchase ice melt, shovels, make repairs to snow blower, etc., to service sidewalks by in house maintenance staff. YTD Annualized
- 6552 **Repairs Plumbing** – Audit number plus 5%
- 6560 **Decorating Payroll/Contract** – None

**Taxes and Insurance**

- 6710 **Real Estate Taxes** –2020 Annualized
- 6711 **Payroll Taxes** - Employer's contribution for FICA plus State and Federal Unemployment taxes. YTD Annualized
- 6720 **Property and Liability Insurance** – YTD Annualized
- 6721 **Fidelity Bond Insurance** – None
- 6722 **Workmen's Compensation** – YTD Annualized
- 6723 **Health Insurance and Other Employee Benefits** – Year to date annualized
- 6729 **Crime Insurance** – Audit
- 6790 **Misc. Taxes, License & Permits** – None, usually this expense is in line item 6719

**Financial Expenses**

- 6820 **Interest on Mortgage** – Interest paid on mortgage.
- 6830 **Notes Payable (Long Term)** – None
- 6890 **Misc. Financial Expenses** – YTD
- 6900 **Elderly/Congregate Serv. Exp.** – None

**Reserve for Replacement Deposit** – \$12,000

**Principal Payments** – Principal paid on mortgage (Amortization schedule)

**Debt Service Reserve (202)** – None

**Painting Reserve** – None

# Cash Flow Issues

## Cash Flow Issues

Normal Parkway faces many challenges that contribute to cash flow issues. These challenges include; rent collections from residents still struggling to recover from the pandemic. Additionally, we have a high vacancy rate due to challenges marketing as we face security issues, and a stigmatized location. We also struggle to turn the units and have several that are offline due to a plumbing issue. Thus, the property is stuck in a cycle where the units need substantial rehab, but the property does not have the funds, and the units being vacant contribute to the property not having the funds.

We currently market the units in accordance with our Affirmative Fair Marketing Plan in the following manner. Signs are posted around the exterior of the property. Engagement letters and flyers are sent to organizations who work with populations less likely to apply for our units. Flyers are distributed to other properties within Universal Management's portfolio, and through the General Partner. Lastly, Advertisements are maintained on websites; [ILhousingsearch.gov](http://ILhousingsearch.gov), [apartments.com](http://apartments.com), [forrent.com](http://forrent.com), [lowincomehousing.us](http://lowincomehousing.us), [apartmentfinder.com](http://apartmentfinder.com), [apartmenthomeliving.com](http://apartmenthomeliving.com), [Trulia.com](http://Trulia.com). News Paper ads are only purchased if the waiting list. Advertisement will be paused if the waiting list wait time drops to six months or less.

- Offline Units Detailed Update:
  - o Units 440 A and B experience frequent backups, that are worsened when upper units 440 C and D are occupied. The backups lead to sewage flooding the unit, mold, odors, and other hazardous conditions. Thus, the units were placed offline. The following describes some of the known issues and capital improvement plan.
  - o The lines have been hydro jetted, and camera inspected. Where it was found that multiple locations had a "belly" in the line, an obstruction, and/or an offset that did not allow the camera to pass. Rods are also not able to pass from the property line to city sidewalk and the curb.
  - o Conclusive camera diagnostics are not possible due to the many issues. It is unknown what type of fitting were used underground to create clean out station when installed in what appears to be "after original construction." A concern exists that there are broken or offset lines, and/or the sewer was incorrectly installed during original construction. This issue requires more investigation and has been cost prohibitive for the property.
  - o The plan is to make necessary repairs to the units to be able to rent. In addition, we plan to address the offline units by complete additional, and up to date diagnostics with power rodding and tree root cutters and multiple locations where the sewer holds water, then re-initiate sewer camera diagnostics. Re-check all sewer depths to ensure a proper downstream pitch. Some excavation may be needed to better assess conditions. Barring any unforeseen circumstances, management will consider all findings, and proposals from contractors and complete repairs as needed by the projected date of January 1st, 2023.



- **Balance Sheet**

Address	Size Unit	Unit Rent	Income % AMI
[REDACTED] A	2 br	451	60%
[REDACTED]	2br	451	30%
[REDACTED]	2 br	451	30%
[REDACTED]	2br	650	50%
[REDACTED]	2 br	700	50%
[REDACTED]	2br	451	30%
[REDACTED]	2br	700	60%
[REDACTED]	2br	451	30%
[REDACTED]	3br	451	30%
[REDACTED]	3br	451	30%
[REDACTED]	3br	451	30%
[REDACTED]	3br	451	30%
[REDACTED]	3br	550	50%
[REDACTED]	3br	470	30%
[REDACTED]	3br	550	60%
[REDACTED]	3br	550	60%
[REDACTED]	3br	725	50%
[REDACTED]	2br	750	60%
[REDACTED]	3br	550	50%
[REDACTED]	3br	830	60%
[REDACTED]	2br	700	50%
[REDACTED]	2br	700	50%
[REDACTED]	3br	780	50%
[REDACTED]	3br	725	50%
[REDACTED]	2br	750	60%
[REDACTED]	3br	830	60%
[REDACTED]	3br	950	60%
[REDACTED]	3br	780	50%
[REDACTED]	2br	550	60%
[REDACTED]	3br	675	50%
[REDACTED]	3br	780	60%
[REDACTED]	3br	550	60%
[REDACTED]	2br	550	60%
[REDACTED]	2br	750	60%
[REDACTED]	3br	550	60%
[REDACTED]	3br	550	60%
[REDACTED]	3br	550	60%
[REDACTED]	3br	780	60%
[REDACTED]	2br	750	60%
[REDACTED]	3br	830	60%
[REDACTED]	3br	550	60%



## #13. TENANT SELECTION & ORIENTATION

### Insert:

- Current approved Tenant Selection Plan (signed and dated by owner).
  - See Attached
- VAWA emergency transfer plan (for properties with LIHTC only).  
(This document should be attached to Tenant Selection Plan.)
  - See Attached
- Current IHDA approved Affirmative Marketing Plan.
  - See Attached
- Copy of all development advertising for the last year.
  - See Attached
- Copy of all outreach letters for the last year.
  - See Attached
- A breakdown with percentages (must equal 100%) of the *racial* mix of all current tenants.  
(i.e. White = 20%, Black/African American = 20%, American Indian/Alaska Native = 20%, Asian = 20%, Native Hawaiian/Other Pacific Islander = 20%, Other = 0 %.)
  - Black/ African American=81%, 14 White% & 15% Asian
- A breakdown with percentages (must equal 100%) of the *ethnic* mix of all current tenants.  
(i.e. Hispanic/Latino = 50% , Not Hispanic/Latino = 50%.)
  - Not Hispanic/Latino = 100%
- Copy of any complaints of prohibited discrimination.
  - None
- Company policy concerning fair housing and reasonable accommodations.
  - See Attached
- A copy of the transfer policy, and the lease addendum, given to tenants, that do not require an accessible unit.
  - See Attached
- A list of the number of accessible and adaptable units by bedroom size.
  - Units A and B at [REDACTED], [REDACTED]  
[REDACTED] 426-442 W. [REDACTED], 426-442 [REDACTED]
- A list of the number of accessible units occupied by tenants with disabilities that *do require* the features of the unit.
  - 433 W. [REDACTED] Unit A
- Name and contact information for current Section 504 Coordinator, if different than person listed in the Tenant Selection Plan. (CDBG ONLY)
  - N/A



- **Tenant Selection Plan**

# TENANT SELECTION PLAN

**(For Other Non-Section 8 Program Developments)**

\_\_\_\_\_  
DEVELOPMENT NAME

\_\_\_\_\_  
IHDA PROJECT IDENTIFICATION NUMBER (PID)

\_\_\_\_\_  
DEVELOPMENT ADDRESS, CITY, STATE AND ZIP CODE

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[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**OWNER'S ORGANIZATION NAME (the "Owner")**

## I. INTRODUCTION

This Tenant Selection Plan ("Plan") outlines the procedures that will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures in accordance with guidelines set forth by the Illinois Housing Development Authority ("IHDA").

### A. Development Description *(Check the one that applies)*

- The Development does not offer subsidized rents.
- The Development offers subsidized rents. This means the rent that a tenant pays is based upon the tenant's household income. Therefore, the rent paid by tenants may vary among individual households and other tenants. The rents attached to this Plan as Exhibit A reflect the market or contract rent for the Development and not the typical tenant portion of the rent. (Subsidized rents are usually made available through participation in rental assistance housing programs: (i) the HUD Section 8 Program or (ii) Section 811 PRA. It should be noted that such programs have household income limitations.

[REDACTED]

In addition, the Development  **does**  **does not** accept Housing Choice Vouchers. *(Check the one that applies)*

## B. Tenant Type

The Development is designated as housing for: *(check all that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Elderly               | <input type="checkbox"/> Near Elderly      |
| <input type="checkbox"/> Elderly Special Needs | <input checked="" type="checkbox"/> Family |
| <input type="checkbox"/> Special Needs _____   |  |

If the “Elderly” and/or “Special Needs” designation is selected, the age restriction, for the units designated Elderly will be: *(check all that apply)*

- 55 and above (households whose head or spouse or co-head or sole member is at least 55 years of age) or;
- 62 and above (a requirement for **all** household members) or;
- 62 and above (households whose head or spouse or co-head or sole member is at least 62 years of age) or;

The age restriction for the units designated “Near Elderly Family” will be: *(check the one that applies)*

- 50 but below the age of 62 (households whose head or spouse or co-head, or sole member is a person who is at least 50 years of age) or;
- 50 but below the age of 62 (households consisting of one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides).

Identify all applicable special needs population(s) served by the Development: *(Check all that apply)*

- |   |   |
|---|---|
| <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Foster Care Families |
| <input type="checkbox"/> Disabled                     | <input type="checkbox"/> Transient Families   |
| <input type="checkbox"/> HIV/AIDS                     | <input type="checkbox"/> Ex-offenders         |
| <input type="checkbox"/> Homeless                     | <input type="checkbox"/> Substance Abusers    |



**Per Regulatory Agreement  
Program: \_\_\_\_\_**

\_\_\_\_\_ Market rate units  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Management Units

**Per Extended Use Agreement  
(if applicable)**

\_\_\_\_\_ Market rate units  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Management Units

**3. Other Agreements**

**Per SRN Written Agreement  
(if applicable)**

\_\_\_\_\_ Market rate units  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Management Units

**Per Section 811 PRA Contract  
(if applicable)**

\_\_\_\_\_ Market rate units  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Management Units

**Per LTOS Agreement  
(if applicable)**

\_\_\_\_\_ Market rate units  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Units at % Median Income  
\_\_\_\_\_ Units at % Median Income

\_\_\_\_\_ Units at % Median Income

\_\_\_\_\_ Management Units

#### **D. Rent Structure**

The current rent structure for the Development, by unit size and income distribution, is attached to this Plan (**Exhibit A**).

#### **E. Civil Rights and Non-Discrimination Requirements**

##### **1. General**

Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on race, color, national origin, religion, sex, familial status, and disability. The Illinois Human Rights Act addressing fair housing prohibits discrimination against applicants or tenants on the basis of race, color, religion, sex (including sexual harassment), pregnancy, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (which includes gender-related identity), unfavorable military discharge, physical and mental disability, and familial status.

HUD's Office of General Counsel issued a memo dated [April 4, 2016](#), providing guidance on the Fair Housing Act and how it applies to the use of criminal history by providers or operators of housing and real estate related transactions.

The remaining paragraphs in this section provide brief descriptions of key federal civil rights laws regarding fair housing and accessibility.

The owner and management shall be familiar and comply with the regulations implementing these applicable federal civil rights laws and any state civil rights laws or local ordinance regarding fair housing and accessibility.

##### **2. Fair Housing Act**

The Fair Housing Act Amendment of 1988 ("Fair Housing Act") prohibits discrimination in housing on the basis familial status, disability, religion, race, skin color, nationality (national origin), and sex regardless of any federal financial assistance.

#### **4. Age Discrimination Act of 1975**

The Age Discrimination Act of 1975 (“Age Discrimination Act”) prohibits discrimination based upon age in federally funded and assisted programs, except in limited circumstances. It is not a violation of the Age Discrimination Act to use age as screening criteria in a particular program if age distinctions are permitted by statute for that program, or if age distinctions are a factor necessary for the normal operation of the program, or the achievement of a statutory objective of the program or activity.

#### **5. Section 504 of the Rehabilitation Act of 1973 (for Federal Programs)**

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner to make their programs, accessible to persons with disabilities. Section 504 obligations include the following:

- a. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- b. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- c. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
- d. Performing a self-evaluation of Management’s programs and policies to ensure that they do not discriminate based on disability; and
- e. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements.
- f. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

If the owner, management agent and/or development company employ 15 or more persons, regardless of their location or duties, a Section 504 Coordinator must be designated.

Does the Section 504 Coordinator requirement apply?  
(Check the one that applies)

Yes                       No

If “Yes” was checked, provide the name of the Section 504 Coordinator:

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

TDD Number: \_\_\_\_\_

**6. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (for Federal Programs)**

Effective March 5, 2012, HUD implemented new regulations intended to ensure that their core housing programs are open to all eligible persons regardless of actual or perceived sexual orientation, gender identity or marital status (HUD Notice 2015-01).

Owners and operators of HUD-assisted housing, or housing whose financing is insured by HUD, must make housing available without regard to sexual orientation, gender identity, or marital status.

All otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the equal opportunity to participate in HUD programs.

Owners and operators of HUD-assisted housing or housing financially insured by HUD are prohibited from asking about an applicant or occupant’s sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

**7. Executive Order 13166 – Limited English Proficiency (for Federal Programs)**

Executive Order 13166 requires the owner and/or management to take reasonable steps to ensure meaningful access to the information and services they provide for persons with Limited English Proficiency. This may include interpreter services and/or written materials translated into other languages.

## **8. Violence Against Women and Justice Department Reauthorization Act of 2005 and 2013 (for Federal Programs and LIHTC Developments ONLY)**

The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA 2005, and reinstated in the HUD Reauthorization Act of 2013 and 2019) protects victims of domestic violence, sexual assault, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed. In accordance with federal and IRS guidelines, owners and agents must obtain tenant signatures on the [Violence Against Women's Act Lease Addendum](#).

Owners and managers responding to an incident of actual or threatened domestic violence, dating violence or stalking that could potentially have an impact on a tenant's participation in the housing program may request in writing that an individual complete, sign and submit within 14 business days of the request, the HUD-approved certification form ([HUD-5382](#)).

Alternatively, in lieu of the certification form or in addition to it, the owner or manager may accept (i) a federal, state, tribal, territorial, or local police record or court record or (ii) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance.

The owner or manager is encouraged to carefully evaluate abuse claims to avoid conducting an eviction based upon false or unsubstantiated accusations.

## **II. PREFERENCES**

### **A. Establishing Preferences**

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing requirements. The following preferences apply to the Development:

#### **1. Existing Tenant Preferences**

The following actions are always given priority if applicable. If not, State Mandated Preferences take precedence.

- a. A unit transfer based on household size.
- b. A unit transfer based on the need for an accessible unit.

- c. A unit transfer must occur for a tenant who actively occupies but does not require the features of an accessible unit to accommodate a physically disabled applicant on the Waiting List. To ensure a full and complete understanding of this requirement, a Lease Addendum **(Exhibit B)** will be entered into with non-physically disabled tenants living in an accessible unit.

## 2. State Mandated Preferences

The Development must comply with the three Illinois mandatory preferences required in Section 11 and 12 of 20 ILCS 3805 as described below:

- a. Displaced from an urban renewal area.
- b. Displaced as a result of a governmental action.
- c. Displaced as a result of a major disaster.

## 3. Optional Preferences

In addition to the preferences mandated by the State of Illinois and the Existing Tenant Preferences listed above, the Development may establish the following preferences. The preferences listed below are subordinate to State Mandated Preferences and Existing Tenant Preferences. *(Check all that apply and rank in the order of highest preferences (1) to lowest preference):*

- a. Pre-Approved Preferences
  - i. Preference for Working Families  Order # \_\_\_\_\_
  - ii. Preference for Persons with Disabilities including SRN or 811  Order # \_\_\_\_\_
  - iii. Preference for Victims of Domestic Violence  Order # \_\_\_\_\_
  - iv. Preference for elderly, displaced, homeless, or disabled single person over other single persons  Order # \_\_\_\_\_
- b. Residency Preferences (with HUD approval)  Order # \_\_\_\_\_
- c. Local Preference – Public Housing Agency

governing the jurisdiction in which a property is located (as established by HUD)

Order # \_\_\_\_\_

d. Veterans Preference

Order # \_\_\_\_\_

e. Existing Tenant Transfers (other) –  
A deeper rent subsidy

Order # \_\_\_\_\_

## **B. Verification of Preferences**

The State Mandated Preferences will be verified by third-party verification (**Exhibit C**). Third party verification will also be utilized if the owner has adopted any of the Former Federal Preferences. If management has selected any of the optional preferences and will not be using third-party verification the following means of verification will be utilized:

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## **C. Selection of Families for Program Participation based upon Preference**

1. An eligible applicant who qualifies for a preference will receive housing before any other applicant who is not so qualified. These preferences take precedence over other applicant's placed on the Waiting List, or date of submission of application.
2. Applicants will be informed of the availability of preferences and will be given an opportunity to certify that they qualify for a preference. Applicants may claim a preference at any time during the application process.

## **D. When a Preference is Denied**

1. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will promptly receive written notice of this determination from Management (**Exhibit D**). The notice will contain a brief statement of the reasons for the determination, further informing the applicant of their right to meet with the Management's designee to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management.
2. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or the Owner.

## **E. Exceptions to the Preference Rule**

1. Relocation and/or Unit Transfers - Management must give priority to current households:
  - a. When their units are designated for rehabilitation and/or;
  - b. For current households residing in a unit within the Development that has been designated as uninhabitable by federal, state, local municipalities, or Management due to fire, flood, or other natural disaster.

## **III. PRE-APPLICATION CARD PROCESSING**

### **Application Intake**

Owners must accommodate persons with disabilities who cannot utilize the owner's preferred application process, by providing alternative methods of application intake (e.g. accepting mailed or on-line applications).  
*(Please check which method will be used)*

- The Development will use Pre-Application Cards or;
- The Development will use Pre-Applications

### **A. Distribution of Pre-Application or Pre-Application Cards**

1. A letter will be sent to households who respond to the marketing efforts (**Exhibit E**). This letter will include a Pre-Application Card or Pre-Application (**Exhibit F**) to be completed and mailed to Management. This letter will also inform persons about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
2. The letter will state that those persons qualifying for a preference will receive housing any other applicant who is not so qualified.
3. In addition, the letter will inform all applicants that for those persons not claiming a preference, screening will be conducted according to the order in which the Pre-Application Cards or Pre-Applications are received.
4. All returned Pre-Application Cards or Pre-Applications will be logged in, indicating the time and date received (**Exhibit G**). The Pre-Application log will indicate whether the applicant has claimed a preference or has requested an accessible unit.

## B. Processing Pre-Application Cards or Pre-Applications

1. Pre-Application Cards or Pre-Applications will be filed in the order of receipt. In addition, Pre-Application Cards or Pre-Applications will also be categorized according to preferences, unit size and Special Occupancy Categories (as described in **Section X**).
2. All persons making inquiries will be provided a Pre-Application Card or Pre-Application with instructions to mail the Pre-Application Card or Pre-Application to Management. Pre-Application Cards or Pre-Applications received after initial sorting will be categorized in accordance with the process stated above.
3. For Developments beginning their initial marketing efforts (start-up), no Pre-Application Cards or Pre-Applications will be accepted after the date on which 95% occupancy of the Development has been reached and the applicable Waiting List has been closed.
4. For Developments, which have completed their initial marketing efforts (Up and Running), no Pre-Application Cards or Pre-Applications will be accepted after the date on which the applicable Waiting List has been closed.
5. All Pre-Application Cards or Pre-Applications **will** be retained on-site permanently and must not be purged, destroyed nor discarded.

## IV. WAITING LIST PROCEDURES

### A. Creation of Waiting List

If an applicant is eligible for tenancy, but no appropriately sized unit is available (as referred to in **Section VII**), Management will place the applicant on a waiting list (the "Waiting List") for the Development (**Exhibit H**). The Waiting List will be maintained in either:

*(Check the one that applies)*

- Basic File Management System
- Digitally in electronic systems or tools

**The Waiting List will contain the following information for each applicant listed:**

1. Applicant Name
2. Household unit size (number of bedrooms household qualifies for based upon the developments occupancy standards. *(\*Note: Applicant may qualify for multiple unit sizes).*)
3. Date and time application received
4. Qualification for any preferences and ranking
5. Annual income level
6. Targeted program qualifications
7. Accessibility requirements
8. Number of persons in the household

**The Waiting List will be maintained in accordance with the following guidelines:**

1. The Pre-Application Card or Pre-Application will remain on file permanently.
2. All applicants will be maintained in the order of preference. Applications of equal preference will be maintained by date and time sequence.

**B. Changes to Income or Household Composition**

Once placed upon the Waiting List, applicants will be informed to notify Management when the following change occurs:

- Address and/or phone number
- Household composition
- Preference status
- Income

If an applicant's income changes to an amount which is no longer eligible, written notice will be given advising the applicant that: (1) they are not presently eligible; (2) the applicant could be eligible if the household income decreases, the number of household member changes, or the Income Limit changes; and (3) they may choose to remain or not remain on the Waiting List.

If an applicant's household composition changes resulting in a need for a different apartment size, Management will, upon notification by applicant, place the applicant on the appropriate Waiting List. Management's policy for handling changes in household composition are indicated below: (*check the one that applies*)

- Applicant will maintain the original application date. (\*Note: Applicant will be placed on a new bedroom list according to the original application date)
- Applicant will receive a new application based on redetermination. (\*Note: Applicant will be placed at the bottom of the new bedroom list.)

### C. Contacting Persons on the Waiting List

1. Applicants on the Waiting List will be contacted as follows:

When a unit becomes or will become available within 30 days, Management will select the next applicant who meets applicable preference criteria or whose name is chronologically at the top of the appropriate Waiting List. Management will contact the selected applicant utilizing the following procedure: (*i.e. certified mail, regular mail, telephone or other.*) Modifications will be made to reasonably accommodate persons with disabilities who request or require such modifications.

Describe process: Initial contact will be made by phone at least two times within a 48-hour period. If contact cannot be \_\_\_\_\_

made, a letter will be sent by regular mail to the applicant to set a date and time for an interview.

---

---

---

a. If Management does not receive a response within 14 days, the applicant will forfeit the opportunity to apply for the offered unit: (*Check the one that applies*)

- and will be removed from the applicable Waiting List.
- but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within 14 days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.

Other

---

---

b. If Management receives a timely response but the applicant rejects the first offered unit, the applicant: *(Check the one that applies)*

will be removed from the applicable Waiting List.

will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within 14 days, or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.

(Other)

---

---

2. If after an interview has been scheduled, the applicant fails to attend or to contact Management to reschedule the interview, the policy regarding how applicants will be addressed is: (Indicate Management's policy below)

The applicant may be denied if; management is unable to contact the applicant,

---

the applicant fails to respond, and/or the applicant fails to attend interviews and

---

comply with certification requirements. Denied applicants will be sent a rejection letter

---

that includes their right to appeal within 14 days.

---

3. If applicable, SRN/811 Applicants: Management must request a referral of an applicant from IL Housing Search Wait List Manager (Emphasys).

a. If Management does not receive a response within \_\_\_\_\_ days, the applicant will forfeit the opportunity to apply for the offered unit.

b. Management will send an email to the Wait List Manager that the applicant did not respond and will remain on the IL Housing Search Pre-Screening, Assessment, Intake, and Referral (PAIR) Module Wait List.

## D. Updating the Waiting List

1. The Waiting List will be updated at least one every twelve months in the following manner:

- A letter will be sent via regular/certified mail to each applicant on the Waiting List(s) (**Exhibit I**). The letter will include a Reply Card (**Exhibit J**) to be returned if the applicant is still interested in living at the Development. The applicant will be given \_\_\_\_\_ days (excluding weekends and designated federal holidays) from the date the letter was mailed in which to respond. If no response is received, the applicant's Pre-Application Card will be removed from the Waiting List and a letter will be sent informing the applicant of this action. If the letter is returned with a forwarding address, it will be re-sent to the mailing address provided and a new response time as outlined above will begin.

- (Other)

Applicants must send a written and signed notice to the management office every six months from the date

\_\_\_\_\_ application was submitted. The letter should include updated contact info, household comp, and income.

2. After each of the Waiting List(s) is updated based upon the Reply Cards received, an acknowledgement letter (**Exhibit K**)  will  will not (Check the one that applies) be sent to each applicant. It is the applicant's responsibility to notify the Management office of any change in Address, Telephone Number or Telecommunications Device for the Deaf (TDD) number (if applicable).
3. If it is determined an applicant failed to respond to a Waiting List update due to a disability and as such, the applicant was either removed or lowered on the Waiting List, the applicant must be reinstated at the original place on the Waiting List.

## E. Closing and Re-opening the Waiting List

### 1. Closing the Waiting List

The Waiting List for the Development will be closed when the following occurs:

- i. The projected wait is two years or more.
- ii. \_\_\_\_\_

- iii. \_\_\_\_\_
- iv. \_\_\_\_\_

When Management decides to close the Waiting List, future applicants will be advised that the Waiting List is closed, and additional applicants will not be taken. Once Management decides to no longer accept applications, a notice to that effect will be published in the following publication(s):

- i. **Chicago Sun Times**  
\_\_\_\_\_
- ii. **Chicago Defender**  
\_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_

The notice must state the reasons for Management’s refusal to accept additional applications.

**2. Re-opening the Waiting List**

Prior to each re-opening of the Waiting List, a notice announcing the re-opening and providing information on the rules regarding how, when, and where to apply, will be placed in the advertisements/publications listed below:

Note: IHDA now requires all Tenant Selection Plans to include [ILHousingSearch.org](http://ILHousingSearch.org), a housing locator resource for marketing purposes. Include a screen shot of the “Property Profile” with the Tenant Selection Plan as evidence of enrollment.

The Waiting List will be re-opened once the following occurs:

- i. **Applicants drop below 50% of the units.**  
\_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_

### 3. Affirmative Marketing Plan Requirements

Management will affirmatively market the Development in its outreach efforts during the re-opening of the Waiting List. Management will provide a copy of the Affirmative Fair Housing Marketing Plan to applicants upon request for review.

## V. THE (INTERVIEW) SCREENING PROCESS

### A. Application Requirements

The following information will be used to determine program eligibility for anyone who is seeking housing at the Development.

Live-in aides, new household members and police officers, security personnel or managers residing in HUD subsidized units will be subject to the same screening for drug abuse and other criminal activity applied to other applicants.

1. The head of household must complete a written application certifying the accuracy of all information that is provided. The applicant will be provided with the appropriate disclosures concerning the [Privacy Act \(5 U.S.C. § 552a\)](#). In addition to providing applicant(s) the opportunity to complete applications at the Development, Management may also send out and receive applications by mail. Management shall accommodate persons with disabilities who, because of their disabilities, cannot utilize the Management's preferred application process by providing alternative methods of taking applications.
2.  A credit report will be ordered.  
 A credit report will not be ordered.
3.  A criminal background search will be obtained.  
 A criminal background search will not be obtained.
4. Verification of employment, income, bank accounts, and other assets, etc. is required as applicable for each applicant.
5. Verification of previous housing for 2 years is required. This will include references from previous landlords. If applicable, it will also include verification for those who were homeowners or lived with parents or guardians. Applicants will not be rejected solely for a lack of rental history.

6. Verification of Social Security Numbers **for all members** of the household is required.
7. **Section 811 PRA ONLY** – All household member(s) 18 and older will be screened using the Enterprise Income Verification (EIV) Existing Tenant Search to determine if any household member is currently receiving rental assistance. [The EIV & You Brochure](#) further explains this requirement.
8. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. Home Visits**

- Home Visits will be conducted to inspect the current dwelling of the applicant to determine that the housekeeping practices are acceptable. Details of this process are outlined in (**Exhibit L**). Home Visits will be conducted for all applicants who reside within \_\_\_\_\_ miles of the Development. Home Visits will be conducted for every applicant household reaching the final stages of the approval process.
- Home Visits will not be conducted.

**C. Completion of Application Process**

All applications will be processed within thirty (30) days after the date of the applicant’s initial interview or within five business days of receipt of all required documentation, whichever is later (*excluding weekends and designated federal holidays*).

**VI. ELIGIBILITY REQUIREMENTS**

**A. Income**

The annual gross income of the applicant(s) must be equal to or less than the Income Limit established by the applicable program’s administrative rules for the appropriate household size.

**B. Date of Birth**

Dates of birth must be disclosed for all household members.

### **C. Social Security Numbers**

The head of household/spouse/co-head must disclose Social Security Numbers (SSN) for all household members. An explanation of acceptable documentation is provided in Addendum 1.

\*Note: For household members without a SSN living in properties that do not require tenants to be citizens, you should enter the 9-digit code "000-00-0000" in place of a SSN.

### **D. Student Eligibility Requirements (Tax Credit Only)**

Households consisting entirely of full-time students are not eligible for Tax Credits unless the household is income eligible and one or more of the following exceptions applies to the household:

1. All members of the household are married (they do not need to be married to each other) and are entitled to file a joint return.
2. The household consists of single parent(s) and their child/ren, and no other household member is a dependent of a third-party.
3. At least one member of the household receives assistance under Title IV of the Social Security Act (i.e. TANF).
4. At least one member of the household is participating in an officially sanctioned job training program.
5. At least one member of the household was formerly in foster care.

\*Note: Full-time student status for the purpose of the LIHTC program include regular attendance at such facilities for five or more months during the calendar year in which the taxable year for the taxpayer begins.

In 2013, HUD revised regulations governing the HOME program and decided that HOME funded properties should follow HUD's student restrictions.

#### **a. Student Restrictions for HUD/HOME Programs**

A household is not eligible for occupancy if the household contains a full or part-time student at an institution of higher education and each of the following statements are true for the student:

1. Is under the age of 24
2. Is not a veteran of the United States military

3. Is unmarried (if married, the couple cannot live apart from each other)
4. Does not have a dependent child who resides with the household member at least 50% of the time
5. Is not a person with disabilities receiving Section 8 assistance as of November 30, 2005
6. Is not otherwise individually eligible or has parents who (individually or jointly) are not income-eligible to receive Section 8 assistance, unless the student can demonstrate his or her independence from his/her parents
7. Not residing with parents who are receiving or applying for Section 8 assistance

## VII. OCCUPANCY STANDARDS

The unit must have enough space to accommodate the household. Occupancy standards must comply with federal, state, and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing, and civil rights laws, as well as landlord-tenant laws and zoning restrictions.

1. To determine the unit size for which a household may be eligible, the following will be counted as members of the household:
  - a. Full-time household members
  - b. Unborn children
  - c. Children in the process of being adopted
  - d. Children whose custody is being determined
  - e. Foster children
  - f. Children temporarily in a foster home
  - g. Children in joint custody 50% of the year or more
  - h. Children away at school but home for recess
  - i. Live-in aides
  - j. Foster adults

The Occupancy Standards for the development are:

**2 Bedroom: 2-4 Persons**

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**3 Bedroom: 3-6 Persons**

---

2. Upon request, an applicant or tenant may be placed on as many of the Development's Waiting List that the household size qualifies.
3. A household may be required to provide proof of custody of related or unrelated occupants to be considered for a change in unit size.

## VIII. SECURITY DEPOSITS

If applicable, a security deposit equal to one month's total tenant payment or tenant rent will be collected. The security deposit must be paid upon signing the lease for the unit. The amount of the security deposit established at move-in does not change when a tenant's rent changes.

**\*Note:** The Owner may collect the security deposit on an installment basis ([HUD Handbook 4350.3, rev.1 Chapter 6, Section 2](#)).

## IX. REJECTION CRITERIA

The ability of the applicant to fulfill Lease obligations will be considered. An applicant may be rejected for one or more of the following reasons:

### A. Insufficient/Inaccurate Information on Application

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

### B. Credit and Financial Standing

1. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgements, or a history of late payment of bills) will be considered. If an applicant is rejected based on the credit report, they will be provided with the reasons for rejection and given the name of the credit bureau that performed the credit check. Applicants will also be given the name of the credit bureau that performed the credit check. Applicants will also be given two weeks to dispute any information on the credit report.
2. The inability to verify credit references may result in rejection of an applicant. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected. In such circumstances, a person with a history of creditworthiness may be required to guarantee the Lease.
3. The applicant's financial inability to pay his/her monthly contribution toward the rent of the unit may be assessed. Ordinarily, the total of the applicant's monthly contributions plus other long-term obligations (payments extending more than twelve months) should be less than 40 % of their monthly gross income. Income ratios may be considered in the context of the applicant's credit and employment history and potential for increases in income.

## C. Criminal Convictions/Current Drug Use

1. Applicants who fall into the following categories will be rejected:
  - a. any household in which any member uses marijuana, or whose use of marijuana, or current addiction to or engagement in the illegal use of a controlled substance interferes with the health, safety or right to peaceful enjoyment of the premises by other residents will be denied admission and, if an occupant, will be subject to termination of tenancy. **\*See note at the bottom of this paragraph.**
  - b. any household containing a member(s) who was evicted in the last three years from housing for drug-related criminal activity. Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household).
  - c. any household member that is subject to a state sex offender lifetime requirement. In order to comply with this provision, a criminal background check will be conducted on all applicants over the age of 18 that includes a check of all state sex offender registration program lists, or a national registration list that includes the information from all states.
  - d. any household member for whom there is a reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other tenants. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
2. Applicants who fall into the following categories may be rejected. In addition, if other persons that will be living in the unit fall into these categories, the applicant may be rejected.

The Owner shall ensure that the relevant "reasonable" time- period is uniformly applied to all applicants in a non-discriminatory manner and in accordance with applicable local fair housing and civil rights laws.

- a. criminal convictions that involved physical violence to persons or property or endangered the health and safety of other persons within the last <sup>3</sup>\_\_\_\_\_ year(s).
- b. criminal convictions in connection with the manufacture or distribution of a controlled substance within the last <sup>3</sup>\_\_\_\_\_ year(s);

or

c. Other: \_\_\_\_\_

**\*Note:** Developments with federal funding must adhere to the 2014 HUD Memorandum for Multifamily Assisted Properties titled, [Use of Marijuana in Multifamily Assisted Properties](#), which “categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. Because the CSA prohibits all forms of marijuana use, the use of “medical marijuana” is illegal under federal law even if is permitted under state law.”

#### D. Household Characteristics

Household size or household characteristics were not appropriate for the specific type of unit available at the time of application.

#### E. Unsanitary Housekeeping

- Housekeeping will be considered because Home Visits are conducted. Housekeeping criteria is not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety, or welfare of other tenants.
- Housekeeping will not be considered because Home Visits are not conducted.

#### F. Exception to Rejection Criteria

The Development has adapted the following policy regarding Extenuating Circumstances:

Extenuating circumstances will be considered in cases when applicants would normally be rejected. The applicants will have to provide in writing, the circumstances under which they would be considered an acceptable tenant in the future.

**If the applicant is a person with disabilities, Management must consider extenuating circumstances in matters involving Reasonable Accommodation.**

**Note:** Additional references include the Guidance for PHA’s and Owners of Federally Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions, [HUD Notice H-2015-10](#) dated November 2, 2015. Additionally,

[HUD Memo dated April 4, 2016](#), Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate Related Transactions.

## **X. REJECTION PROCEDURES**

### **A. Written Notification**

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection (Exhibit M). This notice will advise the applicant that they may, within 14 days of receipt of the notice (excluding weekends and designated federal holidays), respond in writing or request to meet with Management to discuss the notice.

### **B. Review of Rejected Applications**

Meeting with the applicant or review of the applicant's written response will be conducted by a member of Management's staff who did not participate in the initial decision to reject the applicant.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five-days (*excluding weekends and designated federal holidays*) of the applicant's written response if it does not change the outcome of the rejection. If the response needs further discussion, a meeting will be scheduled, and the applicant will be notified within five-days. If the decision is reversed, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit.

## **XI. SPECIAL OCCUPANCY CATEGORIES**

Applicants will be interviewed and processed as authorized in Sections V through VIII, with exceptions made as follows:

### **A. Persons with Disabilities**

An applicant with disabilities will be given priority for an accessible unit if such applicant deems that this type of unit is appropriate for their household.

If the household determines that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Development's Waiting List, as applicable.

## **XII. AMENDING THE TENANT SELECTION PLAN**

This Plan may be amended only with the prior written approval of the Illinois

Housing Development Authority.

### **XIII. CERTIFICATION**

By signing this Plan, Management certifies that the contents of this Plan will be followed as written, and that no other Tenant Selection Plan has been executed for the Development at this time, or will be executed in the future without written approval from the Illinois Housing Development Authority.

Counterparts and Electronic Signatures. This Plan may be executed in counterparts, each of which shall be deemed an original, and all which together shall constitute one and the same instrument. A signed copy of this Plan transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Plan.

This Plan is acknowledged and agreed to.

**MANAGEMENT:**

Organization Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Regional Manager  
Dated: 03/31/2021

**OWNER:**

Organization Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Vice Presidents  
Dated: 4-12-21

This Plan has been reviewed by IHDA as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Mitchell Smith <msmith@umsblgs.com>

**Fwd: [EXTERNAL] Fwd: [REDACTED] Compliance Requirements**

1 message

Mon, Apr 12, 2021 at 1:57 PM

Attached is the corrected and signed CCC for Normal Parkway.

Thank you

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

[REDACTED] Compliance Requirements

Hello Ms. Solomon,

Please see the attached AFHMP for [REDACTED] using IHDA's form as promised.

Thank you

On Thu, Apr 8, 2021 at 12:21 PM Pamela Solomon <PSolomon@ihda.org> wrote:

Monday is fine.



**Pamela Solomon**  
Compliance Analyst  
Asset Management Department  
[PSolomon@ihda.org](mailto:PSolomon@ihda.org)  
Office: 312-836-5254

**ILLINOIS HOUSING  
DEVELOPMENT AUTHORITY**  
111 E Wacker, Suite 1000, Chicago IL 60601



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**ATTENTION:**

Due to concerns surrounding COVID-19 (i.e. Coronavirus), IHDA will not be accepting visitors at our offices until further notice. Many on-site meetings are being held remotely or have been postponed. With no on-site meetings or visits, IHDA staff will continue to be available via email and telephone. We also urge you to check the IHDA website or call (312) 836-5200. Your patience is appreciated as we all adjust to this new work environment.

**Sent:** Thursday, April 8, 2021 12:15 PM  
**To:** Pamela Solomon <PSolomon@ihda.org>

Hi,

I will actually re do it using IHDA's form. In order to make things easier. Can I have until Monday?

Also, just noticed I sent you last year's certificate I will resend that as well.

On Thu, Apr 8, 2021, 12:06 PM Pamela Solomon <[PSolomon@ihda.org](mailto:PSolomon@ihda.org)> wrote:

Hello [REDACTED],

You do not have to use the IHDA TSP, but it must include all updated requirements.

Once I process the submitted TSP against IHDA's checklist, I will let you know if anything else is needed or if it's been approved.



**Pamela Solomon**

Compliance Analyst

Asset Management Department

[PSolomon@ihda.org](mailto:PSolomon@ihda.org)

Office: 312-836-5254



**ILLINOIS HOUSING  
DEVELOPMENT AUTHORITY**

111 E Wacker, Suite 1000, Chicago IL 60601

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**From:** [REDACTED]

**Sent:** Friday, April 2, 2021 5:23 PM

**To:** Pamela Solomon <[PSolomon@ihda.org](mailto:PSolomon@ihda.org)>

**Subject:** [REDACTED] Compliance Requirements

My apologies I forgot to add the TSP. This TSP was also sent to [REDACTED] in January 2021.

Question, do we have to use the IHDA form?

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

From: [REDACTED]  
Date: Fri, Apr 2, 2021 at 5:18 PM  
Subject: [REDACTED] Compliance Requirements  
To: Pamela Solomon <[PSolomon@ihda.org](mailto:PSolomon@ihda.org)>

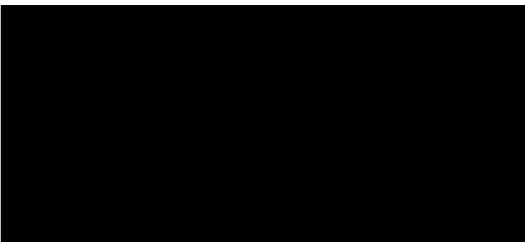
Hello Ms. Solomon,

Please see attached documents for [REDACTED]

- 2021 Consolidated Certificate of Compliance

Thank you

--



2 attachments

 **Tenant Selection Plan 3.1.2021 (1).pdf**  
452K

 **CONSOLIDATED-CERTIFICATE-OF-COMPLIANCE 2021.pdf**  
303K



- **VAWA Emergency Transfer Plan**

[REDACTED]

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

**Emergency Transfers**

[REDACTED] is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), [REDACTED] Apartments allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The ability of [REDACTED] Apartments to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether [REDACTED] Apartments has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development

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<sup>1</sup> 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.

(HUD), the Federal agency that oversees that [REDACTED] is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

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

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

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

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify [REDACTED] Apartments' management office and submit a written request for a transfer to [REDACTED] [REDACTED] Apartments will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under [REDACTED] Apartments' program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

████████████████████ will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives ██████████████████████ written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Normal Parkway Apartments' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

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



██████ may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

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

### **Safety and Security of Tenants**

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

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

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

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

**Attachments: Local Organizations offering assistance, Hud form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or stalking, and alternate documentation. Hud Form 5383 request for Emergency Transfer for victims.**

## **Local Organizations**

### **Offering Assistance to Victims of Domestic Violence, Dating Violence**

1. sexual assault, or stalking. Catholic Charities-312-655-7975  
<http://www.catholiccharities.net/>
2. Salvation Army-312-738-4367  
<http://www.salvationarmy.org/>
3. Illinois Domestic Violence Hotline 877-863-6338  
<http://www.dhs.state.il.us/page.aspx?item=30275>
4. Between Friends-800-603-4357  
<http://www.betweenfriendschicago.org/aboutus.html>
5. Family Rescue 773-375-1918  
<https://familyrescueinc.org/>
6. Center on Halsted LGBTQ Violence Resource Line (773) 871-2273

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

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

OMB Approval No. 25770286  
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.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

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

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(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 submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. 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 or an emergency transfer to you. 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 PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_

\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. 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) \_\_\_\_\_



- **Affirmative Marketing Plan**

**Illinois Housing Development Authority  
AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

[REDACTED]  
\_\_\_\_\_  
IHDA #

[REDACTED]  
\_\_\_\_\_  
DEVELOPMENT NAME

**I. INTRODUCTION**

The Illinois Housing Development Authority ("IHDA") requires that each multifamily development, receiving loan financing from IHDA and/or participating in a HUD multifamily housing program, carry out a marketing program to attract prospective tenants of all minority and non-minority groups within the housing market area regardless of race, color, religion, sex, disability, familial status or national origin. In addition to any general marketing activities, each development must carry out an affirmative marketing program. These affirmative marketing efforts are to be directed toward the group(s) that, because of the development's location or other factors, is considered to be the 'least likely' to apply for housing at the development. The marketing program must also include outreach efforts to all persons with disabilities. In addition, those developments with accessible or adaptable apartments are to include, in their marketing program, specific outreach efforts to persons with physical disabilities. The specifics of this marketing program are detailed below.

**II. OWNER AND DEVELOPMENT INFORMATION**

**A. OWNER**

Company Name: [REDACTED] \_\_\_\_\_  
 Contact Person: [REDACTED] \_\_\_\_\_  
 Address: [REDACTED] \_\_\_\_\_  
 City/State/Zip: [REDACTED] \_\_\_\_\_  
 Telephone #: [REDACTED] \_\_\_\_\_  
 E-mail Address: [REDACTED] \_\_\_\_\_

**B. PROPERTY MANAGEMENT COMPANY**

Firm Name: [REDACTED] \_\_\_\_\_  
 Contact Person: [REDACTED] \_\_\_\_\_  
 Address: [REDACTED] \_\_\_\_\_  
 City/State/Zip: [REDACTED] \_\_\_\_\_  
 Telephone #: [REDACTED] \_\_\_\_\_  
 E-mail Address: [REDACTED] \_\_\_\_\_

**C. ENTITY RESPONSIBLE for MARKETING**

Owner     Agent     Other Specify \_\_\_\_\_

**Position, Name (if known,) Address (including, City, State, & Zip Code) Telephone Number and E-mail Address**

Position: [REDACTED] \_\_\_\_\_  
 Contact Person: [REDACTED] \_\_\_\_\_  
 Address: [REDACTED] \_\_\_\_\_  
 City/State/Zip: [REDACTED] \_\_\_\_\_  
 Telephone #: [REDACTED] \_\_\_\_\_  
 E-mail Address: [REDACTED] \_\_\_\_\_

**D. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (Check all that apply)**

Initial Plan/Date 05/19/2005  Updated Plan/Date: 3/1/2020

Reason(s) for current update: Previous Plan Expired

**E. DATE OF INITIAL OCCUPANCY** 05/23/2005

**F. DEVELOPMENT DATA**

Name: [REDACTED]

Street Address: [REDACTED]

City: Chicago Zip 60621

County: Cook Census Tract: 6812

Telephone #: [REDACTED]

E-mail Address: [REDACTED]m

# of Apartments: 40 Rental Range: From \$ \$451.00 to \$830.00

Development Type: (Check One)

Elderly  Family  Special Needs (describe) \_\_\_\_\_

Other (describe) \_\_\_\_\_

Approximate Starting Dates: General Advertising 1/1/2020 Occupancy 05/23/2005

Describe the Market Area:

The [REDACTED] is known for Kennedy-King College and several other charter schools. Both the Chicago Transit Authority's Red Line and Green Line run through [REDACTED]

**III. DIRECTION OF SPECIAL MARKETING ACTIVITIES**

**A. MINORITY GROUP(S)**

Indicate below, the racial or ethnic group(s) found in the development's primary market area that, because of the development's location or other factors, is least likely to apply for the housing without special outreach efforts.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> White (non-Hispanic)                    | <input type="checkbox"/> Black/African American                      |
| <input checked="" type="checkbox"/> American Indian/Alaskan Native          | <input checked="" type="checkbox"/> Asian                            |
| <input checked="" type="checkbox"/> Hispanic/Latino                         | <input checked="" type="checkbox"/> Native Hawaiian/Pacific Islander |
| <input type="checkbox"/> Other ethnic group, religion, etc. (specify) _____ |  |

**B. OTHER POPULATION GROUP(S)**

Indicate below, population group(s) that, because of the availability of accessible or adaptable designed apartments and/or apartments with more than two bedrooms, will be the focus of special outreach efforts.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Persons with Physical Disabilities | <input type="checkbox"/> Families with Children (if applicable) |
|--|---|

**IV. MARKETING PROGRAM**

Indicate the means to be used in advertising the general availability of this housing as well as special outreach effort.

**A. COMMERCIAL MEDIA**

Newspaper(s)/Publication(s)     Radio     T.V.     Billboards

Other (specify) ILHousingSearch.com

*(The Fair Housing Logo or slogan and the Wheelchair Logo must be used in all newspaper ads, publications and signage.)*

Names of Newspapers, Radio or T.V. Stations	Reader/ Audience	Size and Duration of Advertising
<u>Sun Times</u>	<u>All</u>	<u>Size 2x2 a week out of each month</u>
<u>Tribune</u>	<u>All</u>	<u>Size 2x2 a week out of each month</u>
<u>Chicago Defender</u>	<u>All</u>	<u>Size 2x2 a week out of each month</u>
_____	_____	_____

**B. COMMUNITY CONTACTS**

If a community group/organization is to be used as part of the general or special outreach marketing efforts, it is expected that contact with the group/organization listed below will be established and maintained throughout the initial marketing campaign and subsequent marketing efforts. Provide the following information for each contact, if more space is needed, attach an additional sheet.

1. Name of Group/Organization
2. Street Address
3. City, State & Zip Code
4. Identification of Audience to be Reached
5. Approximate Date of Contact or Proposed Contact

Group I	Group II
<u>1. Mayor's Office for People with Disabilities</u>	<u>3. Spanish Coalition for Housing</u>
<u>2101 W. Ogden, Chicago, IL 60612</u>	<u>1915 S. Blue Island, Chicago, IL 60608</u>
<u>Audience: Disabled, Aprx Date 4/1/20</u>	<u>Audience Hispanic or Latino, Aprx Date 4/1/2020</u>
<u>2. American Indian Center</u>	<u>4. Asian Human Services</u>
<u>1763401 W. Ainslie St. Chicago, IL 60625</u>	<u>4753 N. Broadway Ste. 700 Chicago, IL 60640</u>
<u>Audience: American Indians. Aprx. Date 4/1/20</u>	<u>Audience Asian, Aprx Date 4/1/2020</u>

**C. MARKETING ACCESSIBLE AND ADAPTABLE APARTMENTS**

Those developments with accessible or adaptable apartments are to indicate below what specific outreach efforts will be employed to attract persons with physical disabilities, within the development's targeted population, to the accessible or adaptable apartments.

Specify: We will utilize website, newspaper ads, and community contacts specifically the Mayor's office for people with a disability (listed above).

**D. ADDITIONAL MARKETING ACTIVITIES**

**1. BROCHURES AND SIGNS**

a. Will brochures, leaflets, or handouts be used to advertise?

Yes       No

Please attach a copy of all printed materials to be used as part of marketing program or submit when available. (The Fair Housing and Wheelchair Logo must be present in all printed material.)

b. All Project Site Signs should include the Equal Housing Opportunity logo, slogan, or statement. Check below all locations where the Project Site Sign will be displayed. (Check all that apply)

Rental Office       Real Estate Office       Model Unit  
 Entrance to Project  
 Other (specify) \_\_\_\_\_

(If a development logo will be displayed, the Fair Housing Logo, of equal size, must also be present.)

c. The AFHM Plan must be available for public inspection at the sales or rental office. Check below all locations where the AFHM Plan will be made available. (Check all that apply)

Rental Office       Real Estate Office  
 Model Unit       Other (specify) \_\_\_\_\_

d. Will the project have any of the following:  Rental Office       Model  
(The Fair Housing Poster must be conspicuously displayed in all areas where rentals and showings take place.)

2. OTHER ACTIVITIES (Specify)      N/A  
\_\_\_\_\_  
\_\_\_\_\_

---

**V. EXPERIENCE, STAFF TRAINING, and EVALUATION**

**A. EXPERIENCE**

Has on-site staff had any experience in marketing housing to the minority group(s) and/or other population group(s) indicated above in Section III?       Yes       No

If yes, please provide the following information on the two most recent examples:  
Development Name; Date of Marketing Effort; Population Group

Example #1	Example #2
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____
_____	_____

**B. TRAINING/CERTIFICATIONS**

Staff training is to include: Fair housing laws and regulations, outreach and Affirmative Fair Housing Marketing Plan implementation. Please indicate below how this is to be accomplished. Please provide evidence of staff training, for example; certificates.

                    , Property Manager: National Center for Housing Management "Tax Credit Specialist"  
                    , Regional Manager: National Center for Housing Management "Fair Housing Specialist,  
and "Tax Credit Specialist"  
\_\_\_\_\_

**C. MARKETING STAFF**

What staff positions are/will be responsible for affirmative marketing?

Property Manager \_\_\_\_\_

Regional Manager \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**D. EVALUATION OF MARKETING ACTIVITIES**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting the group(s) least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

Periodically, but at least once annually staff will account for persons who inquired and/or apply for \_\_\_\_\_ housing at Normal Parkway. Staff will collect data on how the applicants heard about the property. \_\_\_\_\_

Information will be reviewed to determine if the marketing activities have been succesful in attracting \_\_\_\_\_ those least likely to apply. Comparable with representation in the census tract. Management will also \_\_\_\_\_

review residents statistics to determine if there is under-representation of any categories, and will adjust \_\_\_\_\_ as needed. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

V. SIGNATURES AND APPROVAL

OWNER

[Redacted Name]

Name

President

Title

[Redacted Signature]

Signature

3-2-2020

Date

MANAGING/MARKETING AGENT

[Redacted Name]

Name

Regional Manager

Title

[Redacted Signature]

Signature

03/02/2020

Date

IHDA APPROVAL

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Counterparts and Electronic Signatures.** This Plan may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Plan transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Plan.

7

# National Center for Housing Management Tax Credit Specialist (TCS)

IS AWARDED TO



FOR SUCCESSFULLY COMPLETING ALL THE REQUIREMENTS OF THE PROGRAM



1741354

IDENTIFICATION NUMBER

*Paul R. Votto*

PRESIDENT

01/10/2020

DATE

# Fair Housing Specialist

## CERTIFICATION

is awarded to



The National Center for Housing Management is pleased to award this certificate to the individual above in recognition of the successful completion of all course requirements.



00153024

I.D. NUMBER

PRESIDENT

08/29/2017

DATE

# National Center for Housing Management Tax Credit Specialist (TCS)

IS AWARDED TO



FOR SUCCESSFULLY COMPLETING ALL THE REQUIREMENTS OF THE PROGRAM



*Paul R. Votto*

PRESIDENT

25583944

IDENTIFICATION NUMBER

13-Sep-2017

DATE

# National Center for Housing Management Certified Occupancy Specialist

IS AWARDED TO



FOR SUCCESSFULLY COMPLETING ALL THE REQUIREMENTS OF THE PROGRAM



46386347

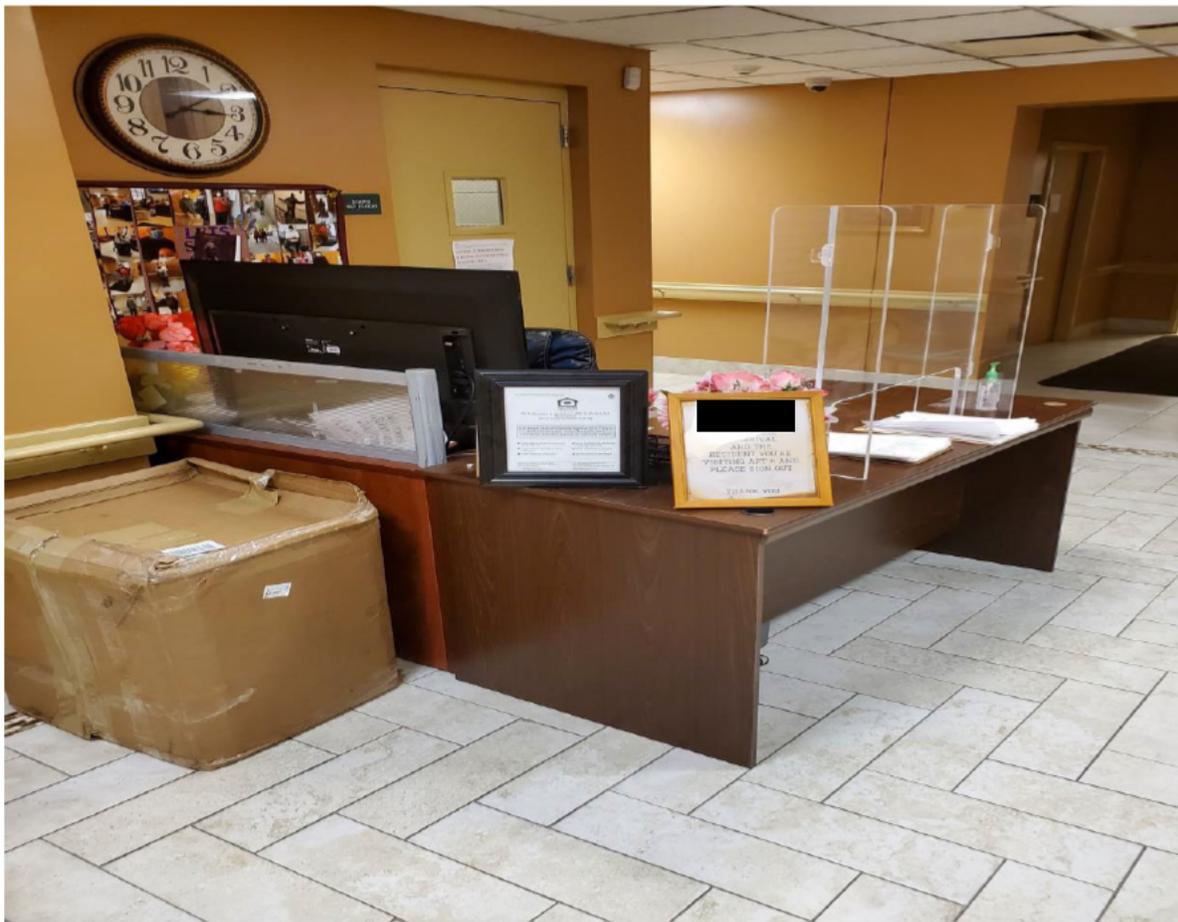
IDENTIFICATION NUMBER

*Paul R. Votto*

PRESIDENT

14-Jan-2021

DATE



Under the Fair Housing Act, the owner and management shall not take any of the actions listed below based on familial status, disability, religion, race, skin color, nationality (national origin), and sex:

- a. Deny anyone the opportunity to apply to rent housing, or deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
- b. Provide anyone housing that is different from that provided to others;
- c. Subject anyone to segregation, even if by floor or wing;
- d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- e. Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
- f. Deny anyone access to the same level of services;
- g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- h. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons; and
- i. Retaliate against, threaten, or act in a manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

The Fair Housing Act provides additional protections for persons with disabilities. It requires that management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling. Moreover, it contains specific accessibility requirements that apply to the design and construction of new multi-unit housing.

Owners of federal assisted housing programs shall display the [Fair Housing Poster](#) as required by the Fair Housing Act.

### **3. Title VI of the Civil Rights Act of 1964**

Title VI of the Civil Rights Act of 1964 ("Civil Rights Act") prohibits all recipients of federal financial assistance from discriminating based on race, color, or national origin.



62 years and over	180	±81	7.2%	±3.5
65 years and over	128	±58	5.1%	±2.5
18 years and over	1,559	±263	1,559	(X)
Male	619	±171	39.7%	±6.5
Female	940	±153	60.3%	±6.5
Sex ratio (males per 100 f	65.9	±18.1	(X)	(X)
65 years and over	128	±58	128	(X)
Male	44	±32	34.4%	±17.7
Female	84	±40	65.6%	±17.7
Sex ratio (males per 100 f	52.4	±39.8	(X)	(X)
RACE				
Total population	2,511	±460	2,511	(X)
One race	2,470	±454	98.4%	±1.5
Two or more races	41	±37	1.6%	±1.5
One race	2,470	±454	98.4%	±1.5
White	5	±7	0.2%	±0.3
Black or African American	2,335	±445	93.0%	±5.7
American Indian and Alas	8	±13	0.3%	±0.5
Cherokee tribal grouping	0	±11	0.0%	±1.1
Chippewa tribal grouping	0	±11	0.0%	±1.1
Navajo tribal grouping	0	±11	0.0%	±1.1
Sioux tribal grouping	0	±11	0.0%	±1.1
Asian	0	±11	0.0%	±1.1
Asian Indian	0	±11	0.0%	±1.1
Chinese	0	±11	0.0%	±1.1
Filipino	0	±11	0.0%	±1.1
Japanese	0	±11	0.0%	±1.1
Korean	0	±11	0.0%	±1.1
Vietnamese	0	±11	0.0%	±1.1
Other Asian	0	±11	0.0%	±1.1
Native Hawaiian and Othe	0	±11	0.0%	±1.1
Native Hawaiian	0	±11	0.0%	±1.1
Guamanian or Chamorro	0	±11	0.0%	±1.1
Samoan	0	±11	0.0%	±1.1
Other Pacific Islander	0	±11	0.0%	±1.1
Some other race	122	±139	4.9%	±5.5
Two or more races	41	±37	1.6%	±1.5

White and Black or African American	13	±13	0.5%	±0.5
White and American Indian and Alaska Native	0	±11	0.0%	±1.1
White and Asian	0	±11	0.0%	±1.1
Black or African American and American Indian and Alaska Native	11	±18	0.4%	±0.7
Race alone or in combination				
Total population	2,511	±460	2,511	(X)
White	18	±15	0.7%	±0.6
Black or African American	2,376	±451	94.6%	±5.5
American Indian and Alaska Native	19	±31	0.8%	±1.2
Asian	0	±11	0.0%	±1.1
Native Hawaiian and Other Pacific Islander	0	±11	0.0%	±1.1
Some other race	139	±141	5.5%	±5.6
HISPANIC OR LATINO AND NOT HISPANIC OR LATINO				
Total population	2,511	±460	2,511	(X)
Hispanic or Latino (of any race)	160	±144	6.4%	±5.7
Mexican	132	±128	5.3%	±5.1
Puerto Rican	11	±18	0.4%	±0.7
Cuban	17	±27	0.7%	±1.1
Other Hispanic or Latino	0	±11	0.0%	±1.1
Not Hispanic or Latino	2,351	±455	93.6%	±5.7
White alone	0	±11	0.0%	±1.1
Black or African American alone	2,319	±446	92.4%	±5.8
American Indian and Alaska Native alone	8	±13	0.3%	±0.5
Asian alone	0	±11	0.0%	±1.1
Native Hawaiian and Other Pacific Islander alone	0	±11	0.0%	±1.1
Some other race alone	0	±11	0.0%	±1.1
Two or more races	24	±26	1.0%	±1.0
Two races including Some other race	0	±11	0.0%	±1.1
Two races excluding Some other race	24	±26	1.0%	±1.0
Total housing units	1,210	±65	(X)	(X)
CITIZEN, VOTING AGE POPULATION				
Citizen, 18 and over population	1,548	±260	1,548	(X)
Male	619	±171	40.0%	±6.6
Female	929	±151	60.0%	±6.6

<b>DATA NOTES</b>				
TABLE ID	DP05			
SURVEY/PROGRAM	American Community Survey			
VINTAGE	2018			
DATASET	ACSDP5Y2018			
PRODUCT:	ACS 5-Year Estimates Data Profiles			
FTP URL:	None			
API URL:	Download the entire table at <a href="https://api.census.gov/data/2018/acs/acs5/profile">https://api.census.gov/data/2018/acs/acs5/profile</a>			
<b>USER SELECTIONS</b>				
GEOS	Census Tract 6812, Cook County, Illinois			
<b>EXCLUDED COLUMNS</b>				
None				
<b>APPLIED FILTERS</b>				
None				
<b>APPLIED SORTING</b>				
None				
<b>WEB ADDRESS</b>				
<a href="https://data.census.gov/cedsci/table?q=tract%206812&amp;g=1400000US17031681200&amp;tid=ACSDP5Y2018.DP05&amp;hidePreview=false">https://data.census.gov/cedsci/table?q=tract%206812&amp;g=1400000US17031681200&amp;tid=ACSDP5Y2018.DP05&amp;hidePreview=false</a>				
<b>TABLE NOTES:</b>				
Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.				

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation

). The effect of nonsampling error is not represented in these tables.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010

, issued March 2011. (pdf format)

While the 2014-2018 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

**Explanation of Symbols:**

An "\*\*\*" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.

An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.

An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "\*\*\*\*" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

An "\*\*\*\*\*" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

<b>COLUMN NOTES</b>				
None				



- **2021 Advertising**



**AFFORDABLE HOUSING**

- ❖ 2- & 3-BEDROOMS APARTMENTS AND DUPLEXES
  - ❖ RENT RANGING FROM \$451.00 to \$830.00 PER MONTH!!!
  - ❖ MULTIPLE LOCATIONS THROUGHOUT ENGLEWOOD AREA
  - ❖ SECTION 8 VOUCHERS WELCOMED
- \*Restrictions Apply\***

**AMENITIES INCLUDED**

Refrigerator, Stove, Microwave, Newly Painted, Carpet or Tile Flooring, Blinds, Washer/Dryer Hook Up, Individually Controlled Heat.  
 Tenant Pays: Gas and Electric

No Pets Allowed

**Note:** Normal Parkway is a Low-Income Housing Tax Credit property. Rent is based on the affordable limits established by The Department of Housing and Urban Development, and Illinois Housing Development Authority. The type of unit you qualify for is based on the current applicable income limits. *The units are affordable, but not subsidized.*

**Management Office:**

[Redacted]  
 [Redacted]  
 [Redacted]

**Managing Agent:**

[Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]



INFORMATION ABOUT NOVEL CORONAVIRUS (COVID-19) *Get the latest information about coronavirus and the Illinois Department of Health preparations here - <http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>*

Select Language ▼



ILHOUSINGSEARCH.ORG

### ☰ Menu

It is imperative that persons searching for housing speak with the landlord and/or property management company and thoroughly inspect the property and surroundings prior to signing any contracts to verify the current status and condition of any property. Read the [full disclaimer](#).

[Redacted Address]



\*Wait List is Open\*

↓ Report an Issue ↓

Income Restricted 🌐

\$451 - \$830

Income Based Rent 🌐

Deposit \$451 - \$830

### Waiting List

One Year Lease

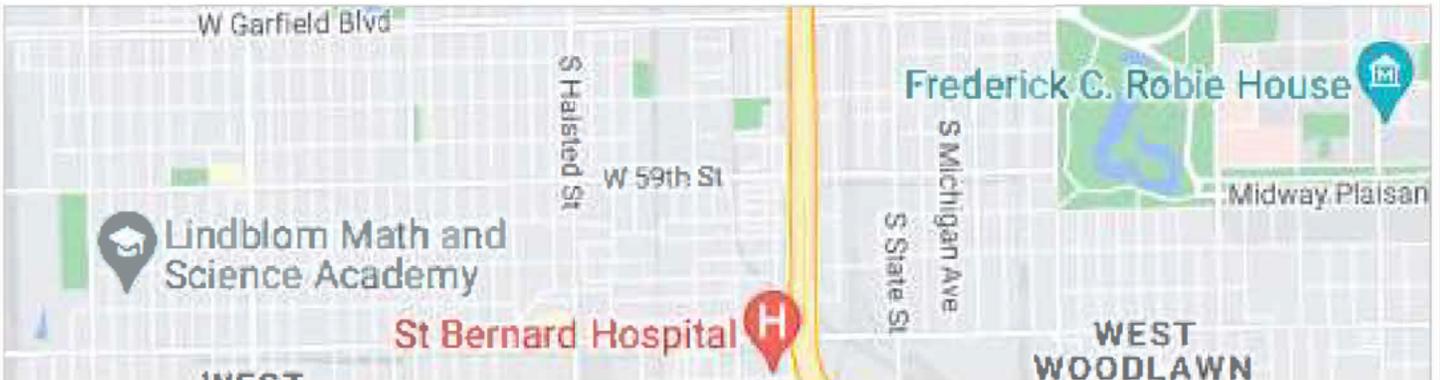
Utilities Included: Trash Pickup

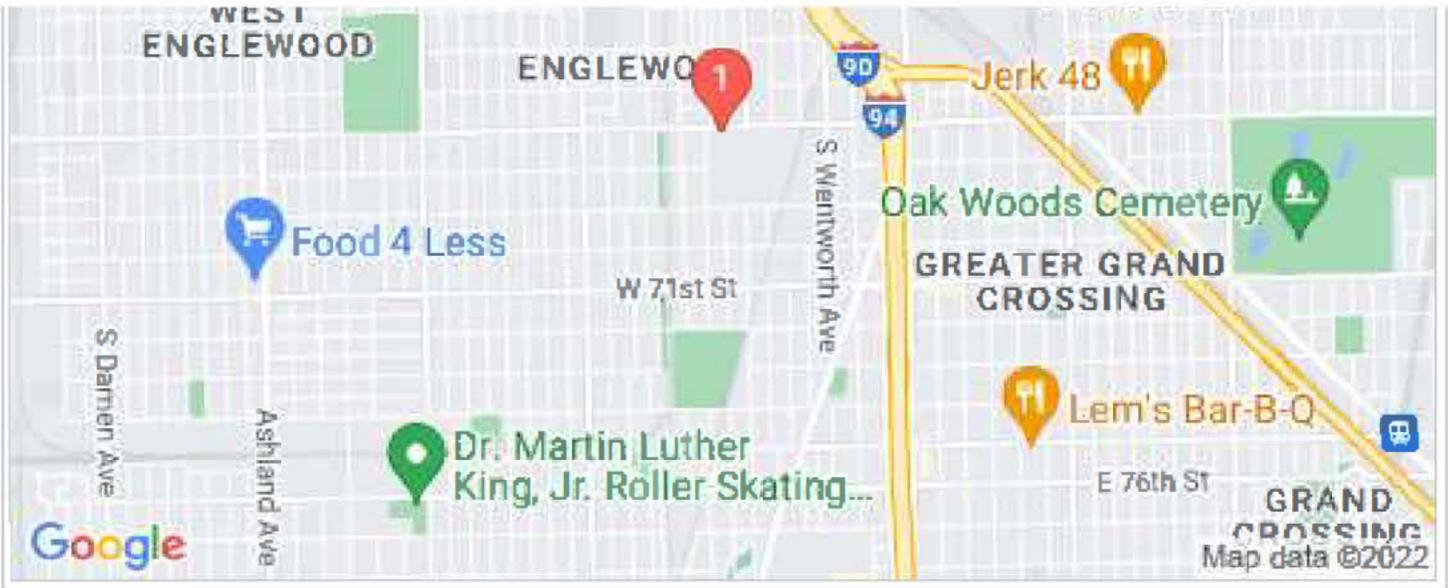
Application Fee: \$25 Per Adult 🌐

Credit Check 🌐 : YES Criminal Check 🌐 : YES

2 Bed • 1 Bath • Apartments

Built 2002 (approx.)





### Basic Features

Pets	Not Allowed 
Smoking	Allowed 
Trash Service	Yes
School District	Chicago Public School District 299
Flooring	Carpet, Tile
Other Features	Lawn Care Included, Back Porch

### Appliances

Microwave	None
Refrigerator / Freezer	Freezer On Top
Clothes Washer	Hookup Only (in Unit)
Clothes Dryer	Hookup Only (in Unit)
Laundry Room / Facility	In Unit
Other Appliances	Dishwasher, Miniblinds

### Utilities

Air Conditioner	Central
Heating Type	Gas
Water Heater	Gas
High-speed Internet Ready	Yes

Cable Ready Yes

### Specialized Information

Listing ID	896696
Tax Credit Property	Yes 
Seniors Only	No 

### Accessibility

Counter/Vanity	Standard Height Counters and Vanity
Door/Faucet Handles	Unknown

### Kitchen & Bath Accessibility

Kitchen	Standard	<a href="#">↓ Comprehensive List ↓</a>
Bathroom	Standard	<a href="#">↓ Comprehensive List ↓</a>

### Safety

Lead-free / Passes Lead Safe Guidelines	Yes 
<a href="#">↪ Learn More</a>	<a href="#">HUD Lead Paint Guidelines</a> <a href="#">Lead Paint Disclosure Rule</a>
Fire Safety	<ul style="list-style-type: none"> <li>• Smoke Detector</li> <li>• Carbon Monoxide Detector</li> </ul>

## Parking and Entry

Parking Type	Off Street
Parking in Front of Entrance	Yes
Entry Location	From Outside
Unit Entry	Step(s)
Unit Minimum Door Width	Unknown
Other Entry Options	<ul style="list-style-type: none"> <li>• Door Knock / Bell Signaler </li> <li>• Accessible Peephole </li> <li>• Deadbolt on Entry Door</li> <li>• Multi Story Unit </li> </ul>

## Nearby Services

Bus Stop	One Block
Shopping Venues	Three Blocks
Grocery Shopping	Three Blocks
Pharmacy	Two Blocks
Also Nearby	<ul style="list-style-type: none"> <li>• Gated Facility</li> <li>• Sidewalks</li> <li>• Emergency Exits</li> <li>• Dumpsters</li> </ul>



## Comments

### Qualifiers For Sliding Scale or Income Restriction

Please contact community regarding qualifications and restrictions.

### Property Comments

AFFORDABLE HOUSING 2 & 3 BEDROOMS APARTMENTS AND DUPLEXES RANGING FROM \$451.00 to \$830.00 PER MONTH!!! SECTION 8 VOUCHERS WELCOMED \*Restrictions Apply\* AMENITIES INCLUDED REFRIGERATOR, STOVE, MICROWAVE, NEWLY PAINTED, CARPET or TILE FLOORING, BLINDS, WASHER/DRYER HOOK UP. INDIVIDUALLY CONTROLLED HEAT. TENANT PAYS: GAS AND ELECTRIC. NO PETS ALLOWED Note: Normal Parkway is a Low-Income Housing Tax Credit affordable housing property. Rent is based on the affordable limits established by the City of Chicago. The type of unit you qualify for is based on the current applicable income limits. The units are affordable, but not subsidized. To request an application, and/or for more information contact property manager Irma Edwards at 773-874-2811 or visit the management office at 301 West Marquette Road, Chicago, IL 60621.

### Owner/Manager Comments

Please bring drivers license, social security card, birth certificates, proof of income.



We monitor listings, but if you see an issue, we want to hear from you!

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[Report Listing](#)

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 Menu

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\*Wait List is Open\*

[↓ Report an Issue ↓](#)

**\$451 - \$830**  
Not Income Based

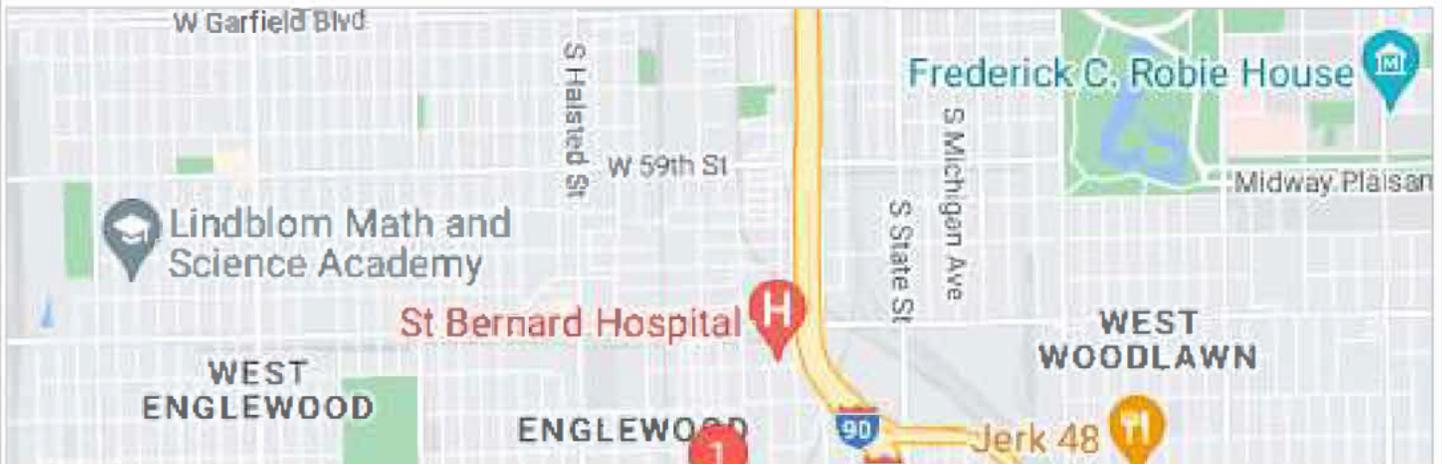
Deposit \$830

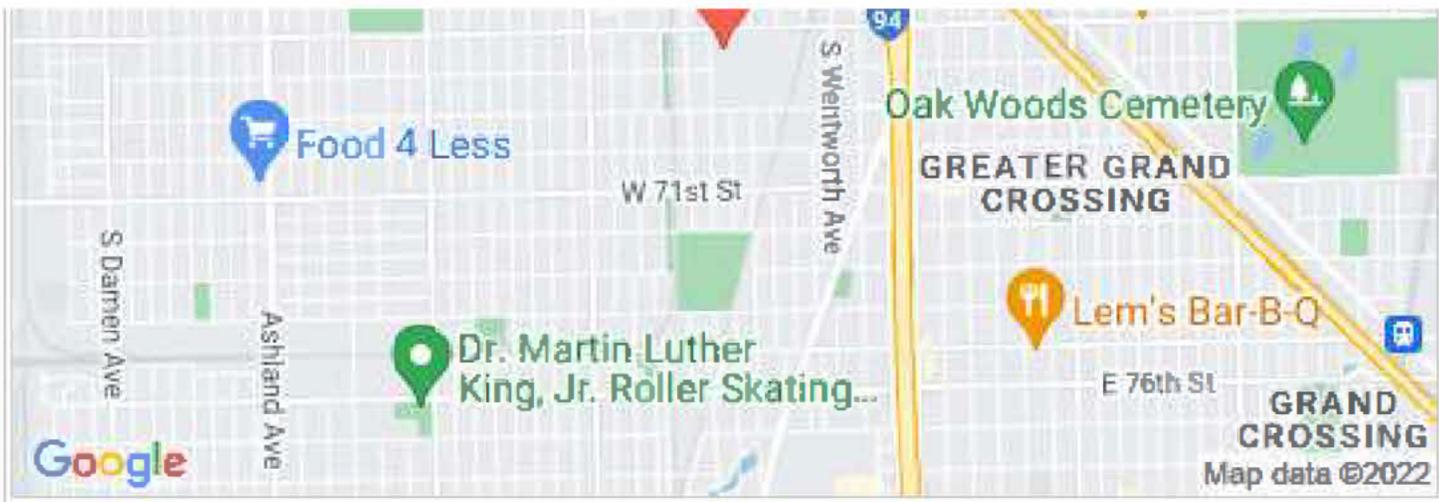
Waiting List 

One Year Lease  
Utilities Included: Trash Pickup  
Application Fee: \$25 Per Adult   
Credit Check  : YES    Criminal Check  : YES

3 Bed • 1.5 Bath • Townhouse  
Built 2002 (approx.)

Contact                      Irma Edwards  
Private Owner





### Basic Features

Pets	Not Allowed 
Smoking	Allowed 
Trash Service	Yes
School District	Chicago Public School District 299
Flooring	Carpet, Tile
Other Features	Lawn Care Included, Back Porch

### Appliances

Microwave	None
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Clothes Washer	Hookup Only (in Unit)
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Laundry Room / Facility	In Unit
Other Appliances	Dishwasher, Miniblinds

### Utilities

Air Conditioner	Central
Heating Type	Gas
Water Heater	Gas
High-speed Internet Ready	Yes
Cable Ready	Yes

## Specialized Information

Listing ID	896694
Tax Credit Property	Yes 
Seniors Only	No 

## Accessibility

Counter/Vanity	Standard Height Counters and Vanity
Door/Faucet Handles	Unknown

## Kitchen & Bath Accessibility

Kitchen	Standard	<a href="#">↓ Comprehensive List ↓</a>
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## Safety

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This specific page meets the above validation levels.



- **Outreach letter Example**

Date:

Name and  
Address of  
Agency

To Whom it May Concern,

My name is [REDACTED] I am the Property Manager for [REDACTED] and [REDACTED] Apartments in Chicago, IL. These properties offer low income housing for families with a head of household 18 years of age or older. It is our aim to market to segments of the population who are least likely to apply for housing at these properties. To that end, we have identified your organization as one that actively serves one or more of our target populations.

This is to humbly request that you share our property information with clients in search of low income senior and/or disabled housing. You may feel free to share our information via word of mouth, through referrals, postings, publishing's, etc. whichever allows you to best meet the needs of your clients. I have attached a standard informational flyer for you to use, I only request that no information is added, or omitted from it when advertising or referring.

If you have any questions and/or need additional information, please feel free to contact me using the information below.

Thank you for your time, and consideration,

[REDACTED]

Attachments: Property Flyer





- **Fair Housing Policy**

# Fair Housing Policy

In accordance with Federal Law and The Department of Housing and Urban Property Policy, this property is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

Prairie Haven Homes Ltd. is committed to the letter and spirit of the Federal Fair Housing Act, and all other federal and state laws enacted to guarantee a housing market free from discrimination.

## **a) Fair Housing Act**

- (1)** Fair Housing Act Amendments of 1988 (“Fair Housing Act”) prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status and national origin regardless of any federal financial assistance.
- (2)** Under the Fair Housing Act, Owner and Management shall not take any of the actions listed below based on race, color, religion, sex, disability, familial status and national origin:
  - (a)** Deny anyone the opportunity to apply to rent housing, or deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
  - (b)** Provide anyone housing that is different from that provided to others;
  - (c)** Subject anyone to segregation, even if by floor or wing;
  - (d)** Restrict anyone’s access to any benefit enjoyed by others in connection with housing program;
  - (e)** Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
  - (f)** Deny anyone access to the same level of services;
  - (g)** Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
  - (h)** Publish or cause to be published an advertisement or notice indicating the availability of housing
  - (i)** that prefers or excludes persons; and
  - (j)** Retaliate against, threaten, or act in any manner to intimidate someone because he she has exercised rights under the Fair Housing Act.
- (3)** Fair Housing Act provides additional protections for persons with disabilities. It requires that the Management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford disabled persons equal opportunity to use and enjoy a dwelling. Moreover, it contains specific accessibility requirements that apply to the design and construction of new multi-household housing.
- (4)** Owner of federally assisted housing program shall display the Fair Housing poster required by the Fair Housing Act.

**To file a complaint of discrimination, contact The Department of Housing and Urban Development**

**(HUD). Chicago Regional Office, Ralph Metcalfe Federal Building, 77 West Jackson Boulevard**

**Chicago, Illinois 60604, Phone: (312) 353-6236, Fax: (312) 913-8293, TTY: (312) 353-7143**



- **Reasonable Accommodation Policy**

# Reasonable Accommodation Policy

## Requirements/ Definition

- A “reasonable accommodation” is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling.
- Reasonable Accommodations under the Fair Housing Act] Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the property or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

## Definition of A Person with A Disability Under Federal Civil Rights Laws

- A person with a disability, as defined under federal civil rights laws, is any person who:
  - Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
  - Has a record of such impairment, or
  - Is regarded as having such impairment
- The phrase “**physical or mental impairment**” includes:
  - Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
  - “**Major life activities**” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.
  - “**Has a record of such impairment**” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - “**Is regarded as having an impairment**” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as PRAIRIE HAVEN HOMES) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.
  - **The definition of a person with disabilities does NOT include:**
    - Current illegal drug users
    - People whose alcohol use interferes with the rights of others
    - Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program.

- The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.
- **Note: The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.**

**The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.**

### **Types of Reasonable Accommodations**

- When it is reasonable the property shall accommodate the needs of a person with disabilities. Examples include but are not limited to:
  - Permitting applications and reexaminations to be completed by mail
  - Providing “large-print” forms
  - Conducting home visits
  - Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
  - Installing a ramp into a dwelling or building
  - Installing grab bars in a bathroom
  - Installing visual fire alarms for hearing impaired persons
  - Allowing a live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities and would not be otherwise living in the unit.
  - Providing a designated handicapped-accessible parking space
  - Allowing an assistance animal
  - Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with staff
  - Displaying posters and other housing information in locations throughout the management office in such a manner as to be easily readable from a wheelchair.

### **Request for an Accommodation**

- If an applicant or tenant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, management will treat the information as a request for a reasonable accommodation, even if no formal request is made.
- The family must explain what type of accommodation is needed to provide the person with the disability full access to the property’s programs and services. If the need for the accommodation is not readily apparent or known to management, the family must explain the relationship between the requested accommodation and the disability.
- Management will encourage the family to make its request in writing using a reasonable accommodation request form. However, management will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

### **Verification of Disability**

- The regulatory civil rights definition for persons with disabilities is provided on page 1.
- Before providing an accommodation, management must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the property's programs and services.
- If a person's disability is obvious or otherwise known to management, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.
- When verifying a disability, all information related to a person's disability will be treated as confidential information. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:
- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.
- Management must request only information that is necessary to evaluate the disability-related need for the accommodation. Management may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
  - In the event that management does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, management will dispose of it. In place of the information, management will note in the file that the and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.
- Approval/Denial of A Requested Accommodation
  - Management must approve a request for an accommodation if the following three conditions are met.
    - The request was made by or on behalf of a person with a disability.
    - There is a disability-related need for the accommodation.
    - The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the property, or fundamentally alter the nature of the property's operations.
- Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving factors, such as the overall size of the property program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability related needs.

## **Request Response**

- After a request for an accommodation is presented, management will respond, in writing, within 10 business days. If management denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the property's operations), management will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the housing program and without imposing an undue financial and administrative burden.
- If management believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, management will notify the family, in writing.



- **Transfer Policy**

## Unit Transfer Policy

### Overview

The MANAGEMENT may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer. The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

### Emergency Transfers

An emergency transfer differs from a typical transfer in that it requires immediate action by the MANAGEMENT. In the case of a genuine emergency, it may be unlikely that the MANAGEMENT will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate.

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, and an appropriate unit is not immediately available, the MANAGEMENT will assist the family in finding alternative or temporary accommodations, if available, where necessary repairs cannot be made within a reasonable time. The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples include that the resident's unit has been damaged by fire, flood, or other causes of such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident's household, the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the MANAGEMENT for the expense of repairing such damage.

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

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements for a VAWA emergency transfer.

Emergency transfers are mandatory for the resident. The resident, except when the transfer is due to the need of the MANAGEMENT, will pay all moving costs related to the transfer. The resident will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.

### **MANAGEMENT Required Transfers**

The types of transfers that may be required by the MANAGEMENT, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for renovation, and emergency transfers.

#### *Accessible Unit Transfer*

When a non-accessible unit becomes available, the MANAGEMENT will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible [24 CFR 8.27(b)]. The MANAGEMENT may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit. The resident, transferring out of the accessible unit, will pay all moving costs related to the transfer.

#### *Occupancy Standards Transfers [24 CFR 880.605]*

The MANAGEMENT will transfer a family when the family size has changed, and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied. For purposes of this transfer policy, overcrowded and over-housed are defined as follows:

*Overcrowded:* the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (see MANAGEMENT occupancy chart)

*Over-housed:* the family no longer qualifies for the bedroom size in which they are living based on the MANAGEMENT's occupancy standards (see MANAGEMENT occupancy chart)

The MANAGEMENT may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the MANAGEMENT's occupancy standards, when the MANAGEMENT determines there is a need for the transfer.

The MANAGEMENT may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by the MANAGEMENT that a transfer is necessary, and that the family has been placed on the transfer list. When the MANAGEMENT determines that a transfer is required, the resident:

May remain in the unit and pay the HUD-approved market rent; or

Must move within 30 days after the MANAGEMENT notifies the family that a unit of the required size is available within the property; and must pay all costs associated with the move.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) will only be required to transfer if it is necessary to comply with the approved exception.

#### *Renovation*

These transfers permit the MANAGEMENT to renovate units at a development. The MANAGEMENT's relocation plan may require the transferring of affected families to other available housing units within the development or for temporary relocation. If the relocation plan calls for transferring families to other units within the development, the affected families will be placed on the transfer list.

### **Transfers Requested by Tenant**

The only transfer requests that the MANAGEMENT is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the MANAGEMENT. To avoid administrative costs and burdens, the types of requests for transfers that the MANAGEMENT will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a reasonable accommodation, and transfers to a different unit size as long as the family qualifies for the unit according to the MANAGEMENT's occupancy standards. No other transfer requests will be considered by the MANAGEMENT.

The MANAGEMENT will consider the following as high priority transfer requests:

#### *Emergency*

As a request for reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first-floor unit for a person with mobility impairment, or a transfer to a unit with accessible features

Underhoused or overcrowded

The MANAGEMENT will consider the following as regular priority transfer requests:

To live in housing units designated for the elderly/disabled

When it is to the MANAGEMENT's advantage (e.g. redevelopment activity, caretaking or other programmatic efforts)

Except where reasonable accommodation is being requested, the MANAGEMENT will only consider transfer requests from residents that are in good standing, including, but not limited to meeting the following requirements:

- Have no negative rental history, including delinquency in rent or other charges, currently owe back rent, other charges, or a debt to the MANAGEMENT, have a pattern of

of late payment, or have housekeeping lease violations

- Have no history of disturbances or of damaging property

- Have not engaged in criminal activity that threatens the health and safety or

residents and staff

- Have not had utilities turned off (applicable only to units with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection, as well as annual MANAGEMENT, WHEDA, and mandatory HUD inspections. Exceptions to the good record requirement may be made when it is to the MANAGEMENT's advantage to make the transfer. Exceptions may also be made when the MANAGEMENT determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse.

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

The MANAGEMENT will not grant a transfer request solely to accommodate neighbors who "cannot get along."

The resident will bear all of the costs of transfer s/he requests. When a tenant transfers to a new unit, the MANAGEMENT will charge a new deposit and refund the deposit for the old unit. The resident will be billed for any maintenance or others charges due for the "old" unit.

### **Transfer Process**

Residents requesting a transfer to another unit will be required to submit a written request for transfer. In case of a reasonable accommodation transfer, the MANAGEMENT will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the MANAGEMENT will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Upon receiving the family's written request for transfer, the MANAGEMENT will respond within ten (10) business days by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family. If the family does not meet the "good standing" requirements, the manager will address the problem and, until resolved, the request for transfer will be denied. The MANAGEMENT will maintain a transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties. Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case-by-case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list. Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions, VAWA)
2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available

4. Renovation

5. Occupancy standards

6. Other MANAGEMENT-required transfers

7. Other tenant-requested transfers Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. With the approval of the executive director, the MANAGEMENT may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis. Renovation transfers will gain the highest priority as necessary to allow the MANAGEMENT to meet the renovation schedule. Transfers will take precedence over waiting list admissions.

Residents will receive one offer of a transfer. When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.



- **Accessible Unit Addendum/  
Agreement**

## Accessible Unit Agreement

In order to comply with Section 8.27 of Section 504 of Rehabilitation Act of 1973, property owners must lease units designed for persons with disabilities to occupants requiring the accessibility features of the unit.

(Tenant Name) has been offered an apartment (Property Address and unit number) which is designed for accessibility by a person with a disability. (Tenant Name) does not have disabilities requiring such features, and hereby agrees to move to a non-accessible unit upon request of the owner/management. (Tenant Name) also, hereby acknowledges that a transfer may result in an increase in rent. Such request will be made in writing by management 30 days prior to the effective date of a required move, and the property will pay all moving expenses.

By signing below, (Tenant Name) agrees to the terms and conditions in this agreement:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Manager

\_\_\_\_\_  
Date





## #14-16. VACANCY & TURNOVER; LEASES & DEPOSITS; EVICTION PROCEDURES

- A list of units that have vacated year to date, i.e., if IHDA inspection is June 15<sup>th</sup>, use January 1<sup>st</sup> through June 14<sup>th</sup>.
  - None
- A copy of move-in and move-out policy/procedures.
  - See Attached
- Two most recent move-in files.
  - See Attached
- Two recent move-out files.
  - See Attached

(The following documents should accompany the files: move-out notice; inspection form, work orders with invoices; security deposit analysis; and refund letter.)

*NOTE: It is not necessary to insert the move-in and move-out files into the binder. Please have files available for your Asset Manager. Move-in and move-out files are not applicable if this review includes a HOME/Mod-Rehab Program tenant file review.*

- A copy of the current wait list (the number of active applicants must be evident) and purged wait list (historical list prior to changes based on annual update responses).
  - See Attached
- A copy of the annual wait list update letter sent to applicants.
  - Applicants are responsible for updating their application every six months. Attached is a copy of the removal letter that is sent if they fail to update.
- A copy of written eviction procedures.
  - See Attached



- **Move-in and Move-out Policy/Procedures**

### **Move-In Policy for** [REDACTED]

Before executing a lease, Normal Parkway Apartments and tenant must jointly inspect the unit. After Normal Parkway Apartments conducts a unit inspection, the inspection form must indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If repairs are required, Normal Parkway Apartments must specify on the inspection form the date by which the work will be completed. The date must be no more than 30 days after effective date of the lease.

Both Normal Parkway Apartments and the tenant must sign and date the inspection form. The inspection form includes the statement "the unit is in decent, safe, and sanitary condition."

The tenant has 5 days to report any additional deficiencies to Normal Parkway Apartments to be noted on the move-in inspection form.

The move-in inspection form is part of the lease as an attachment to the lease.

### **Move-Out Policy for** [REDACTED]

Upon receipt of notice to vacate, residents will be given move out instructions. On the specified move out date, Normal Parkway Apartments will conduct an inspection with the accompaniment of the resident. If the tenant is with Normal Parkway Apartments during the inspection, disagreements between Normal Parkway Apartments and the tenant regarding unit damage will be resolved at that time.

If the tenant does not wish to participate, Normal Parkway Apartments may do the inspection alone

Upon completion of the inspection, tenant will be charged for any cleaning, damage to the unit, removal of remaining items. The amount assessed will be deducted from the resident's security deposit.

If there are not enough funds in the resident's security deposit, reasonable payment arrangements will be made between Normal Parkway Apartments and the tenant.



- **Move-in Files**



- **Current Wait List**



**WAITLIST**

Parameters: Sort by - Date Waitlisted; Summary included

Interested In													
Date Waitlisted	Needed By	Lease Start/ Lease End	Lease Term	Price Range	Floor Plan Group	Floor Plan Unit	Match	Prospect Name	Status	Phone Number	Email Address	Consultant	Deposit On Hand
02/16/2011	01/15/2011	01/15/2011	12		3x2	3B2B	none	Avail: 01/01 ElissaL Nalhan	Must Screen	(773) 673-4790		Tracia Walker	800.00
07/15/2014	07/31/2014	08/01/2021	12		3x2	3B2B	none	Avail: 01/01 Keananna Brooks Jackson	Pending: Pass w/Cond	(773) 493-2926		Tracia Walker	
10/07/2014			12		3x2	3B2B	none	No Shaunta Greene	Must Screen	(312) 351-3060		David Binion	
07/21/2016			12		3x2	3B2B	none	No Patricia Johnson	Must Screen			Bernadette Stevens	
01/25/2021	08/01/2021	08/01/2021	12		2x2	2B2B	none	Avail: 06/02 LaDonna Smith	Must Screen			Willie Baker	
02/09/2021			12		2x1	2B1B	none	No Barbara Williams	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Anton Shinaul	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Morgan Springs	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Doranda Atterberry	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Autumn Doss	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Emma Brown	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Pedro Hernandez	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No Shunisha Webster	Must Screen			Willie Baker	
02/23/2021			12		2x1	2B1B	none	No kelsey smith	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Faith Frye	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Dominique Brown	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Angela Thompson	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Maurice Flits	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Chukina Mckenzie	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Jimmy Robinson	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Lawrence Chamberlan	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Patricia Miles	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Tamika White	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Mary Bown-Taylor	Must Screen	(773) 437-7903		Willie Baker	
02/24/2021			12		2x1	2B1B	none	No Tiffany Smith	Must Screen			Willie Baker	



**WAITLIST**

Parameters: Sort by - Date Waitlisted; Summary included

Interested In														
Date Waitlisted	Needed By	Lease Start/ Lease End	Lease Term	Price Range	Floor Plan Group	Floor Plan	Unit	Match	Prospect Name	Status	Phone Number	Email Address	Consultant	Deposit On Hand
02/24/2021			12		2x1	2B1B	none	No	Mary Johnson	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Antwainiya Braicher	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Joseph Payton	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Dudilia Prewitt	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Tracy Merritt-Doss	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Dion Travis	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Earnestine McMiller	Must Screen			Willie Baker	
02/24/2021			12		2x1	2B1B	none	No	Debra Davidson	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Anette Ball	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Faye Wheatley	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Angela Thompson	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Tamika White	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Patricia Millis	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Desirria Brown	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Desirria Brown	Must Screen			Willie Baker	
02/25/2021			12		2x1	2B1B	none	No	Dominique Brown	Must Screen			Willie Baker	
02/26/2021			12		2x1	2B1B	none	No	Amber Brown	Must Screen			Willie Baker	
08/31/2021			12		3x2	3B2B	none	No	Jessie Dixon	Must Screen			Willie Baker	

Total on Waitlist: 43  
Total with Matches: 3

**SUMMARY**

Waitlist Summary by Preference

Interested In	# on Waitlist
Floor Plan Group	
2x1	36
2x2	1
3x2	5

**WAITLIST**

Parameters: Sort by - Date Waitlisted; Summary included

<b>SUMMARY</b>	
<b>Waitlist Summary by Preference</b>	
<b>Interested In</b>	<b># on Waitlist</b>
<b>Floor Plan</b>	
2B1B	36
2B2B	1
3B2B	5
<b>Unit</b>	
none	42



- **Eviction Procedures**

**(UMS)**

## **Eviction Policy**

Any occurrence by or behalf of tenant that would give rise to a potential lease termination shall adhere to the following protocol.

1. The Property Manager reviews lease, addendums to lease, and HUD handbook to determine whether specific grounds exist for recommendation to terminate tenancy.
2. If said determination is made, a request for approval to terminate tenancy shall be made to the Regional Manager for approval.
3. The Property Manager will ensure that legal counsel is provided the necessary factual and/or financial data to initiate/monitor the legal process.
4. Property manager will provide written updates relative to all actions taken and appropriate notifications will be made to concerned parties such as regional manager, owners, HUD etc. as needed.



## #17. TENANT SATISFACTION

### Insert:

- A copy of grievance procedures.
  - See Attached
- A copy of resident complaints/grievances and the responses from management.
  - None

## #18-19. DRUG FREE HOUSING POLICY

### Insert:

- A copy of development's drug free housing policy.
  - See Attached
- House rules concerning drug free housing policy.
  - See Attached
- Copies of any drug related police reports/arrest records within the last twelve months.
  - None



- **Grievance Procedures**

[REDACTED]

**Apartment**  
**Grievance Policy**

**(a) General.**

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a Owner/Agent, including anyone designated to act for a Owner/Agent, adversely affects the tenants of a housing project.
- (2) Any tenant/member or prospective tenant/member seeking occupancy who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the Department of Housing and Urban Development (HUD) Chicago local office at Ralph H. Metcalfe Federal Building, 77 W Jackson Blvd #2600, Chicago, IL 60604 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by HUD employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager.

**(b) Applicability.**

- (1) The requirements of this section apply to a Owner/Agent action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.
- (2) This section does not apply to the following situations:
  - (i) Rent changes authorized by IHDA
  - (ii) Complaints involving discrimination which must be handled in accordance with 4350.3 and paragraph (a)(2) of this section;
  - (iii) Housing projects where an association of all tenants has been duly formed and the association and Owner/Agent have agreed to an alternative method of settling grievances;
  - (iv) Changes required by HUD and/or IHDA in occupancy rules or other operational or Owner/Agent practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
  - (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
  - (vi) Disputes between tenants not involving Owner/Agent; and
  - (vii) Displacement or other adverse actions against tenant as a result of loan prepayment handled according to subpart N of this part.

**(c) Owner/Agent responsibilities.** Owner/Agents must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Owner/Agents also must maintain copies of the tenant grievance procedure at the housing project's Owner/Agent office for inspection by the tenants and governing agencies upon request.

**(d) Reasons for grievance.** Tenants or prospective tenants may file a grievance in writing with Owner/Agent in response to a Owner/Agent action, or failure to act, in accordance with the lease or Other regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a Owner/Agent's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with the HUD 4350.3 and applicable state and local laws;
- (2) Owner/Agent violation of lease provisions or occupancy rules;
- (3) Modification of the lease;



- (4) Occupancy rule changes;
- (5) Rent changes not authorized by HUD according to the HUD 4350.3; or
- (6) Denial of approval for occupancy.

**(e) Notice of adverse action.** In the case of a proposed action that may have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, Owner/Agent must notify the tenant or prospective tenant in writing. In the case of a Owner/Agent's proposed adverse action including denial of admission to occupancy, Owner/Agent shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested, or a hand-delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of “the right to respond to the notice within ten calendar days after date of the notice” and of “the right to a hearing in accordance with 4350.3 which is available upon request.” The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

**(f) Grievances and responses to notice of adverse action.** The following procedures must be followed by tenants, prospective tenants, or Owner/Agents involved in a grievance or a response to an adverse action.

- (1) The tenant or prospective tenant must communicate to Owner/Agent in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Owner/Agents must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance.

**(g) Hearing process.** The following procedures apply to a hearing process.

- (1) Request for hearing. If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to Owner/Agent within 10 calendar days after the receipt of the summary of any informal meeting.

- (2) Selection of hearing officer or hearing panel. In order to properly evaluate grievances and appeals, Owner/Agent and tenant must select a hearing officer or hearing panel. If the

Owner/Agent and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and Owner/Agent have not agreed upon the selection of a hearing officer or hearing panel, Owner/Agent must notify HUD by mail of the situation. HUD will appoint a person to serve as the sole hearing officer. HUD may not appoint a hearing officer who was earlier considered by either Owner/Agent or the tenant, in the interest of ensuring the integrity of the process.

- (3) Standing hearing panel. In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a Owner/Agent may ask HUD to approve a standing hearing panel for the housing project.

- (4) Examination of records. Owner/Agent must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of Owner/Agent that Owner/Agent intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.

- (5) Scheduling of hearing. If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be



held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.

- (6) Escrow deposits. If a grievance involves a rent increase not authorized by HUD, or a situation where a Owner/Agent fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.
- (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
  - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
  - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
  - (iv) Receipts of escrow account deposits must be available for examination by Owner/Agent.
- (7) Failure to request a hearing. If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, Owner/Agent's disposition of the grievance or appeal will become final.

**(h) Requirements governing the hearing.** The following requirements will govern the hearing process.

- (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
- (2) The hearing must be structured so as to provide basic due process safeguards for both Owner/Agent and the tenants or prospective tenants, which must protect:
  - (i) The right of both parties to be represented by counsel or another person chosen as their representative;
  - (ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;
  - (iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information Owner/Agent relies; and
  - (iv) The right of Owner/Agent to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.
- (3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and Owner/Agent must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
- (4) The hearing officer or hearing panel must require that Owner/Agent, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and Owner/Agent must be notified in writing of the determination of the hearing officer or hearing panel.



**(i) Decision.** Hearing decisions must be issued in accordance with the following requirements.

- (1) The hearing officer or hearing panel has the authority to affirm or reverse a Owner/Agent's decision.
- (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an HUD review as specified in paragraphs (i)(3) and (i)(4) of this section.
- (3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, Owner/Agent, and HUD.
- (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by HUD that the decision is not in compliance with HUD regulations.
- (5) Upon receipt of written notification from the hearing officer or hearing panel, Owner/Agent and tenant must take the necessary action, or refrain from any actions, specified in the decision.





- **Drug Free Housing Policy**

**DRUG-FREE HOUSING POLICY**

**Head of household:** Name \_\_\_\_\_ Unit \_\_\_\_\_

1. The Tenant, any member of the Tenant’s household, or a guest or other person under the Tenant’s control shall not engage in or facilitate criminal activity on or near the building, including but not limited to, violent criminal activity or drug-related criminal activity.
2. The tenant or any member of the Tenant’s household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.
3. “Violent criminal activity” means any felonious criminal activity that has one of its elements, the use, attempted use or threatened use of physical force against the person or property of another,
4. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21U.S.C.802)).
5. One or more violations of Section 1 or section 2 of this Lease Addendum constitute a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is ground for termination of tenancy and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between provisions of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.

**Marijuana/ Medical Marijuana Policy**

1. The Controlled Substances Act (CSA) categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. Because the CSA prohibits all forms of marijuana use, the use of marijuana for recreational purposes or medical purposes is illegal under federal law even if it is permitted under state law. With regard to questions concerning the use of marijuana in properties in states that have decriminalized the use of marijuana, the controlling authority is Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA).
2. Because this property is federally assisted, the requirements of QHWRA apply, and the property will deny admission to any household with a member who is determined, at the time of application for admission, to be illegally using a controlled substance as that term is defined by the CSA. In addition, the property will terminate the tenancy for any household with a member who the property determines is illegally using a controlled substance, or whose illegal use, or pattern of illegal use, of a controlled substance is determined by the property to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date



- **Page from House Rules concerning drug free housing policy**

and 10:00 p.m. if the same shall unreasonably disturb or annoy other occupants of the property.

#### **16) Drug Free Housing**

- a. In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:
- b. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).
- c. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near project premises.
- d. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- e. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
- f. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near project premises.

#### **17) Egress**

- a. Residents of all apartments are required to allow for egress (way out) in the case of emergency. This means that there must be a clear pathway to at least one exterior facing door and window in EACH room. The designated window and door shall have a minimum of a 36-inch pathway. No item that prevents/blocks the access to the door or window is allowed.

#### **18) Emergencies**

- a. For building emergencies residents should immediately notify management or staff using the properties contact information. These emergencies include:
  - i. Death of a resident (Also, call 911)
  - ii. Beeping or inoperable smoke or carbon monoxide detector
  - iii. Broken exterior window (Except if one pane of glass is still intact)
  - iv. Building Supplied Air Conditioning inoperable (June 1 to September 15 or when outside temperature is at or above 80 degrees Fahrenheit)
  - v. Exterior door locks not working
  - vi. Heat Inoperable (September 15 through June 1 or when outside temperature is 60 degrees Fahrenheit or below).
  - vii. Inoperable Refrigerator or freezer
  - viii. Lock out
  - ix. No running water
  - x. Overflowing toilet
  - xi. Plumbing leak
  - xii. Power outage (after breaker has been reset)
  - xiii. Smell or evidence of smoke or burning. (May also need to call 911)
  - xiv. Sparking/ shorting/ crackling outlet or light fixture
  - xv. Toilet not flushing
- b. **For all life threatening, and or non-building emergencies please call 911.**

#### **19) Extended Absences**

- a. The Resident's apartment is considered their primary place of residence. If the resident is





## **#20-23. ORGANIZATION & SUPERVISION; STAFFING & ON-SITE OFFICE ADMINISTRATION; OPERATING PROCEDURES AND MANUALS; TRAINING**

### Insert:

- A list of all on-site employees, their titles, and number of hours charged per week to the development. Also, advise if employee lives on-site, unit size, and if unit is rent free or if subsidy is provided.
  - See Attached
- A copy of operations procedures manual.
  - See Attached
- A list of all job related seminars attended within the last two years by on-site employees (including a copy of the IHDA training, fair housing, and any other affordable housing industry certificates).
  - See Attached



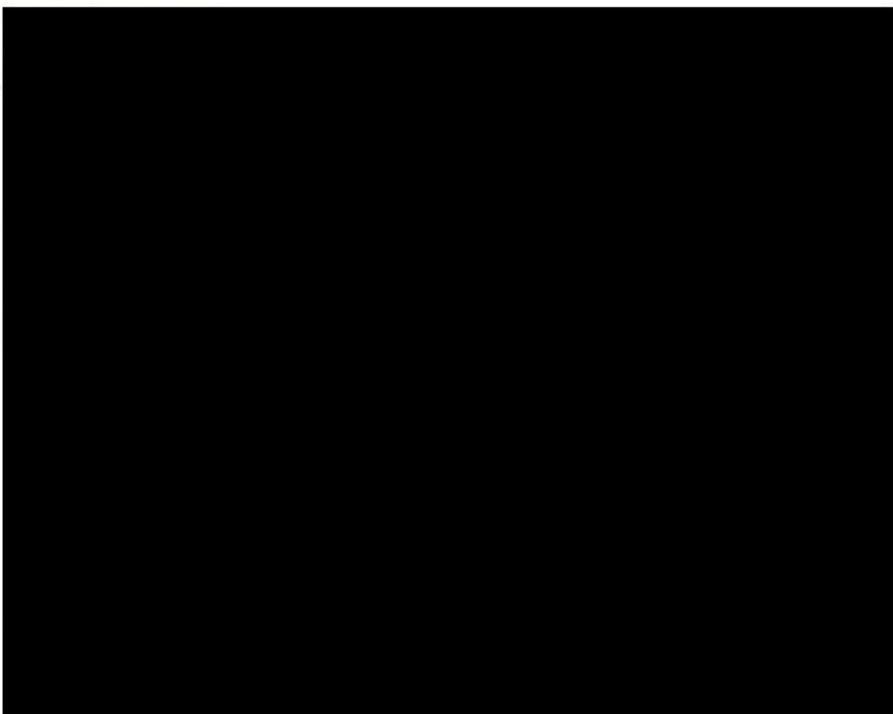
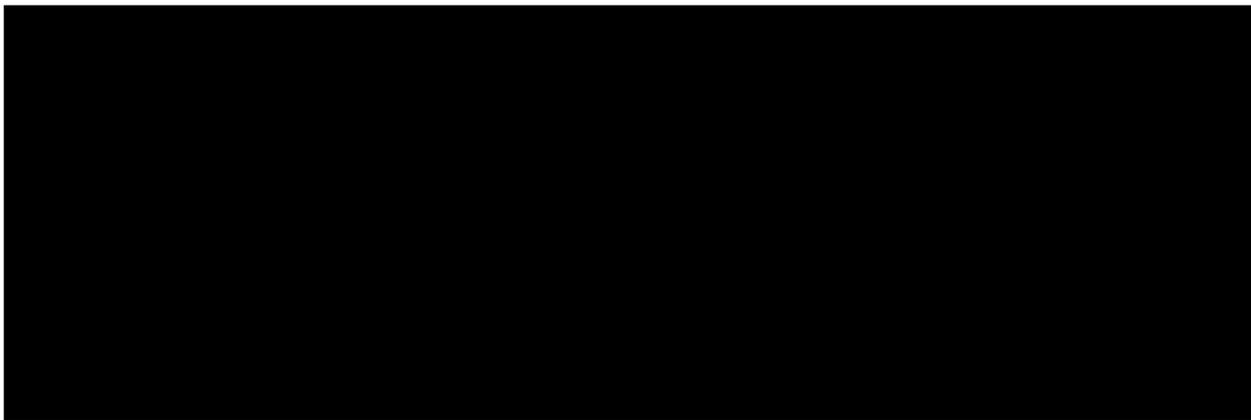
- **Staff Chart**

**Normal Parkway Staff Chart**

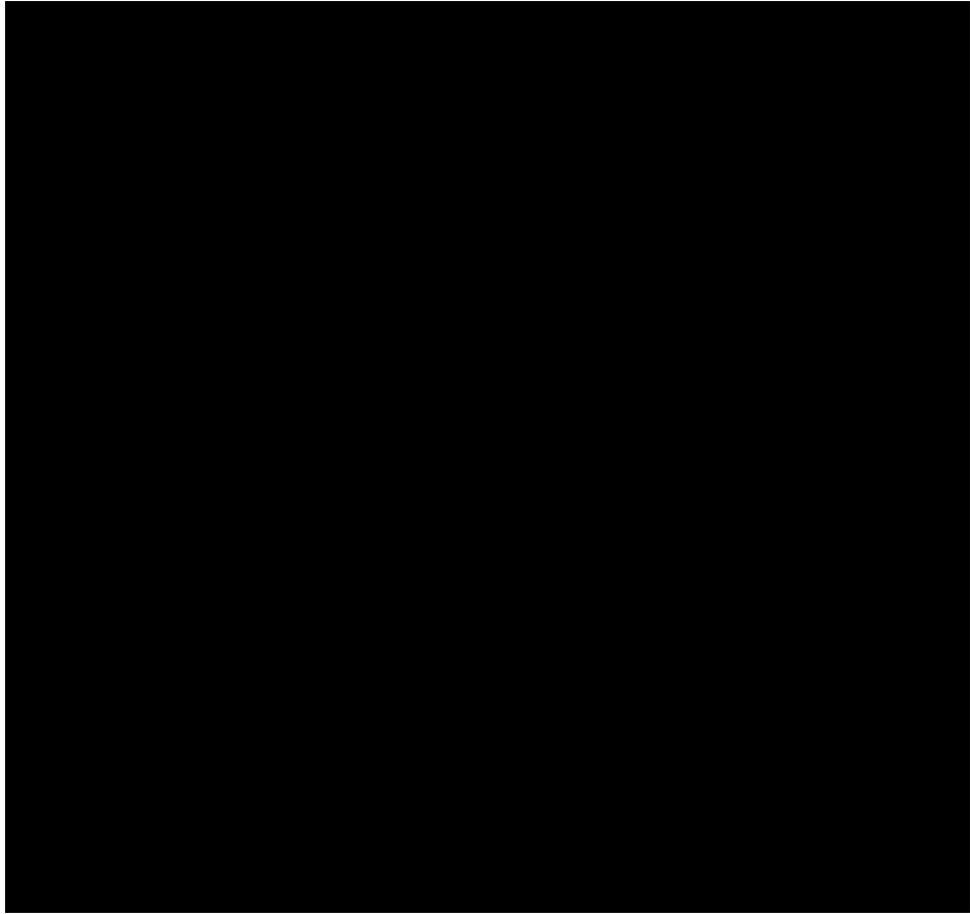
Employee Name	Title	Hours Charged to the property	Lives on-site?
[REDACTED]	Property Manager	100%	No



- **Operations Procedures Manual**



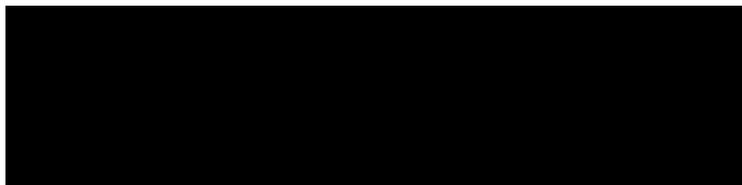
**MANAGING PROPERTIES ARE LIKE MANAGING  
YOUR PERSONAL HOUSEHOLD; BOTH NEED  
QUALITY TIME, GUIDANCE AND CARE,  
SUPERVISION, DIRECTION AND ATTENTION.  
WITHOUT PROPER MANAGEMENT, BOTH  
WILL NEVER DEVELOP TO ITS FULLEST APEX.**



EMPLOYEE MANUAL

EFFECTIVE

November 16, 2012



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Attachments

Employee Acknowledgement of Receipt  
Confidentiality Agreement  
Secondary Employment Report and Request form  
Conflict of Interest Declaration/Disclosure of Family Relationships  
Family Medical Leave Act Policy Summary  
Supervisor's Observation Report Form for Reasonable Suspicion Post Accident Tests



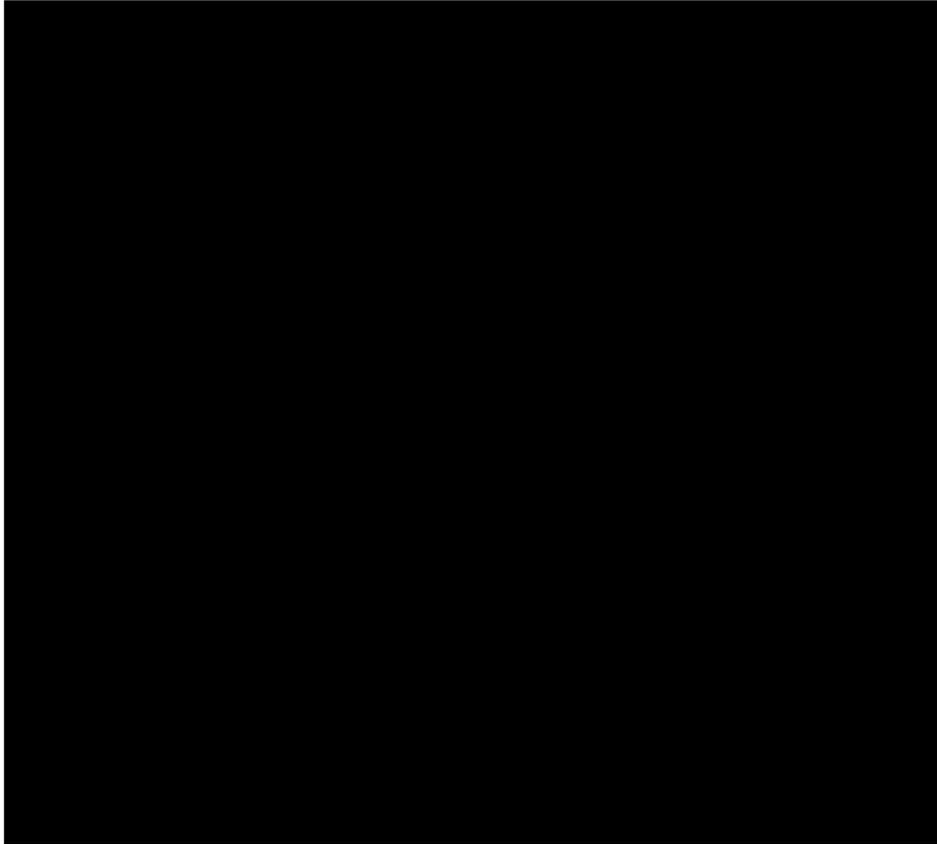
WELCOME







## INTRODUCTION-DISCLAIMER







## I. GENERAL EMPLOYMENT INFORMATION



## **I. GENERAL EMPLOYMENT INFORMATION**

### **1.1 Code of Conduct**

██████████, Inc. hereinafter also referred to as ██████████ or “Company” or “Employer”). A Principal as referred to in this document is a person who is an owner and partner in ██████████ Inc No employees shall make, participate in making, or in any way attempt to use their position to influence any ██████████, Inc. decision or action in which they know or have reason to know that they have an economic interest distinguishable from its effect on the public generally. No employee or immediate family members shall solicit or accept any anonymous gift of any value, favor or promise of future employment from any contractor or service provider doing business with UMS. No employee shall have a financial interest in their name or in the name of any other person in any contract, sub-contract, work or business of ██████████, Inc., or in the sale of any article. All communications either verbal or written between the employees and Legal Counsel representing clients must be approved in advance by the Principals. For additional information, please refer to the ██████████, Inc. Ethics Policy. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.2 Equal Employment Opportunity/Non-Discrimination**

██████████, Inc. shall operate within the principals of equal employment opportunity and affirmative action guidelines if applicable, as set forth in Federal, State regulations. ██████████ shall afford equal treatment and service to citizens and assure that all applicants are provided equal employment opportunities without regard to race, color, religion, sex, national origin, ancestry, veteran status, marital status, sexual orientation, age, physical/mental disability or other legally protected categories. In addition, the non-discrimination policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and participation in social and recreational programs sponsored by ██████████. Any employee who has questions or feels they are a victim of such regarding this policy should discuss such with the Principals for clarification. Employees should immediately report such violations to the Principal or designee. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.3 Immigration Law Compliance**

██████████, Inc. is committed to employing only United States citizens and others who are authorized to work in the United States. In compliance with the Immigration and Naturalization Service’s Employment Eligibility Verification Form, each new or rehired employee, as a condition of employment must complete the I-9 Form and present documentation establishing identity and employment eligibility within three (3) work days of hire. Employees with questions or seeking information on immigration law issues should contact senior management or designee. Violation of this policy will result in disciplinary action, up to and including termination.



## **1.5 Nepotism**

The employment of members of the same immediate family is generally discouraged. These situations will be addressed on a case-by-case basis. However, under no circumstances will any employee supervise an immediate relative. For the purposes of this Section, the term “immediate relative” will include; current spouse, sibling, children, parents, grandparents, grandchildren, domestic partner, uncle, aunt, nephew, niece or corresponding “in-law” or “step” relations. A change in an employee’s status must be reported immediately to the senior management. If an employee has an immediate family member as defined above providing services to Universal Management Services, Inc. or the building owner as a vendor, supplier or other working associations/relationships or who has authority or oversight to review such services, must report that working association/relationship immediately to the supervisor or designee for review. Violation of this policy will result in disciplinary action, up to and including termination.

## **1.6 Confidential/Proprietary/Privileged Documents**

Employees are prohibited from using, copying, and delivery of, misappropriating and/or disclosing confidential, proprietary or privileged information within or outside the organization except as necessary to perform their job duties and only with the written approval of the UMS Principals or designee. Such information can be described as, but not limited to; information that is not generally known to the public and information obtained by employees during the course of their work; all business and financial records/data, customer lists/files, current or former employee records, computer records, correspondence, contracts, process descriptions, grant applications and other material that would not be released to the public. All communication systems and all communication information transmitted by, received from, or stored in the building systems are the property of UMS and as such are to be used for job related purposes only. Employees are expected to strictly comply with this policy during their employment. Employees are obligated to maintain information received, provided or to which an individual may have access to or in conversations in the course of their position as confidential, proprietary, privileged and must take all necessary and appropriate steps from use, disclosure and/or misappropriation by anyone without the prior written permission from a Principal or designee. Violation of this policy will result in disciplinary action, up to and including termination (no matter when discovered) and any other appropriate penalties allowed by law. (See Attachment)

## **1.7 Workplace Privacy**

Subject to applicable law, employees should have no expectation of privacy in the building facilities, offices, containers, desks, filing cabinets, tool boxes, lockers, computers or other equipment located on the UMS property. The above denoted, but not limited to, are subject to searches and inspection by Universal Management Services, Inc. at any time without notice. Employees should have no expectation that such items are private or that they have or will have a proprietary interest in them. This policy is necessary to protect UMS and its resources and to ensure safety in the workplace.

Universal Management Services, Inc. reserves the right to determine the proper use of its communication equipment/systems including, but not limited to: telephone (land lines & cell), e-mail, pagers, electronic mail, facsimile, internet, voice mail, computers or other modes of communication which is not intended for personal use. To ensure that the use of communication equipment/systems is consistent with UMS business interests, Universal Management Services, Inc. will monitor the use of such equipment and systems without notice to the user. The use of UMS or building equipment, resources and/or systems by the employees constitutes consent by an employee to be monitored. Violation of the policy will lead to disciplinary action, up to and including termination.

### **1.8 Dress Code**

Employees are required to maintain a clean, well groomed appearance, including wearing safety equipment/uniform clothing provided when required for the position as a term and condition of continued employment, in conjunction with the position the employee occupies. Employees should always be dressed in a manner that is suitable for the work they perform and reflects favorably on Universal Management Services, Inc. image and identity. Employees must display their building identification at all times while at work. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.9 Outside Employment/Self Employment**

Universal Management Services, Inc. reserves the right to limit and/or prohibit outside/self employment at any time. Employment at UMS is the employee's primary responsibility. Employees must seek written approval every January for continuing previously approved outside/self employment. It is the employee's obligation to seek approval in writing before commencing outside employment/self employment, (See Attachment). Employees may take occasional part-time employment, or render services if all the following conditions are met and maintained during any outside/secondary employment. (See Attachment)

- A. The job presents no actual or potential conflict with the working hours or requirements;
- B. The employee's efficiency is not impaired as a result of the outside/self employment;
- C. There is no conflict of interest actual or implied between the employee's Universal Management Services, Inc. position or operations and the outside employment;
- D. The employment or rendered services are incompatible with the proper discharge of the employee's duties and will not impair employee's independence of judgment or action in the performance of the employee's duties;
- E. Employees must obtain written approval prior to acceptance of secondary/self employment or continuation of secondary/self employment; and,
- F. Outside employment shall not interfere with the employee's response to emergency calls or extended working hours.

Violation of this policy will result in disciplinary action, up to and including termination and/or loss of authorization to maintain alternate employment.

### **1.10 Safety Equipment**

It is mandatory for all employees to wear and use all safety equipment/clothing that is provided or required by management. Employees are required, as a condition of continued employment, to develop and exercise safe work habits in the course of their employment in order to prevent injuries to themselves, fellow employees or others and UMS property, equipment and resources. Employees must immediately report to senior management an alleged on-the-job accident, illness or injury involving a resident or employee or visitor, no matter how slight, in which the employee or resident or visitor is involved or which the employee has observed or has knowledge of. Below are some general safety rules that apply, (this list is not all inclusive).

- Employees are responsible to ensure that work areas, work vehicles, work sites are maintained in a clean, safe, and orderly manner;
- Avoid overloading electrical outlets;
- Use flammable items with caution;
- Walk-don't run;
- Ask for assistance when lifting or pushing heavy objects;
- Keep doors, file cabinets, desk drawers closed when not in use;
- Use equipment, tools and start up or use of such as recommended by the manufacturer;
- Avoid horseplay or practical jokes;
- Report any unsafe working condition to management;
- Use all protective safety equipment as provided and obey all warning tags and signs; and,
- Do not operate any equipment which you have not been trained or instructed on or authorized to use.

Violation of this policy will result in disciplinary action, up to and including termination.

### **1.11 Loss of Personal Items**

Employees should maintain control of their personal property while at work. Articles of personal property that are found should be returned to the Management Office. Universal Management Services, Inc. assumes no responsibility for loss, damage to, or theft of your personal belongings on managed property or as a result of an on-the-job accident. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.12 Driver's License/Required Certifications**

Several positions require employees to have and maintain the appropriate driver's license or certifications. In the event an employee's driver's license/certification is suspended, denied, lost or expired, the employee is required to immediately notify senior management. Failure to immediately inform the supervisor of the change in the employee's status to drive or loss of a required certification(s) is violation of this policy. Any fines incurred by an employee while operating a Universal Management Services, Inc. vehicle or while conducting UMS business in their personal vehicle shall be the sole responsibility of the employee. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.13 Employee Records**

Management will maintain records on employee's pertinent data such as: name, address, telephone numbers, emergency contact information, positions held, department assigned, current salary, and changes in employment status, training records, disciplinary records, and other information deemed important. Such records will be for official use only. Employees are obligated to keep their information denoted above updated, including emergency contact information in order to help UMS notify the appropriate person(s) in the event of a emergency. Employees are required to promptly notify senior management in writing within five (5) calendar days of any change of home address/telephone, emergency contact information, change of dependents (i.e. births, adoptions, and changes in custody) or change in marital status. Failure to report such changes may result in the loss of benefits for the employee and/or dependents. Employees who fail to provide the notification within the denoted time limit may wait for the next open enrollment period or submit evidence of insurability to the health insurance provider for consideration. Employees may request the opportunity to inspect portions of their personnel records during working hours and only in the presence of a management representative or designee which are available for review under applicable law. Inspection will generally be permitted within seven (7) working days after the written request. The employee will be notified of the location at which records will be made available. Employees who fail to provide the notification within the denoted time limit may wait for the next open enrollment period or submit evidence of insurability to the health insurance provider for consideration.

Personnel files are the property of Universal Management Services, Inc. and may not be removed from buildings premises or copied without written authorization from a Principal or designee. All requests regarding information on current or past employees must be referred senior management. It is UMS policy to release only information on the dates of employment, job title, and duties. Employees requesting additional information to be released must sign a release denoting what information can be provided in order for management to comply and UMS assumes no accountability for the release of other employment information. Unless a Court Order or other Administrative proceeding or ruling is received, UMS will not divulge personal phone numbers and addresses to individuals who may seek and request this information. Violation of this policy will result in disciplinary action, up to and including termination.

#### **1.14 No Smoking**

Universal Management Services, Inc. is a smoke free work environment, including UMS vehicles. Smoking is not allowed within a building and is allowed only in designated areas which are at least fifteen (15) feet from an entrance to a building. Violation of this policy will result in disciplinary action, up to and including termination.

#### **1.15 Employment Status**

Employees must meet the highest standards of competence, trust and integrity to engender the confidence of residents, co-workers and the public. Employees are employed **“AT-WILL”**, which means either the employee or Universal Management Services, Inc. can terminate the employment relationship at any time, for any reason, with or without cause or notice. Eligible, regular, active, full-time employees who have continuous uninterrupted active employment will become eligible to receive benefits as provided in the UMS Employee Manual per the employee’s classification status unless otherwise indicated in the benefit Plan documents, or as otherwise denoted in the UMS Employee Manual. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by actively working or otherwise being on approved paid leave status.

#### **1.16 Hours of Work and Overtime**

Nothing herein shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude Universal Management Services, Inc. from restructuring the normal workday, work week or work cycle with or without notice.

Such changes can be implemented for reasons including, operational-departmental needs or exigent or emergency needs or as UMS deems appropriate. The Employer, may institute at its discretion, a reduction in employee work hours/benefits and/or compensation which may, but not limited to, occur as a result of unfavorable economic conditions, a reorganization of the work force or the U.S. Department of Housing and Urban Development and other funding sources being reduced or eliminated. All employees must notify management when they arrive or depart from the work site/assignment.

Employees are not to leave their assigned work site/assignment without notifying their supervisor to receive approval prior to departure from the work site/assignment. If the employee is granted permission to leave the premises during the work day for personal reasons, such time should be reflected as non-work time.

The workweek for full-time, regular, active, eligible employees is generally forty (40) hours a week. Except in an emergency, employees must, within one-half (1/2) hour of the start of their shift, speak directly to their supervisor or designated contact person of their intention to be absent or tardy and provide the reasons. Leaving a message with other Management employees or a phone message, or another employee, or an answering service does not meet the standard required. Employees are obligated to follow the above standard for each day they intend to be absent/or tardy unless other arrangements have been made with their supervisor such as previously approved leave. Full-time employees are allowed to take an unpaid daily meal break as determined management. Break times will be one (1) fifteen (15) minute period in the morning and one (1) fifteen (15) minute period in the afternoon. Employees may not combine breaks when granted to extend the lunch period, work through lunch, leave work early or to start the work day late or leave early without the permission of the supervisor. However depending on the work load, break times are not guaranteed. Violation of this policy will result in disciplinary action, up to and including termination.

#### **(a) Overtime Compensation**

Compensation for overtime will be paid in accordance with applicable federal and state law. All overtime work must be authorized in writing and approved in advance by the immediate supervisor. Exempt employees are not eligible for overtime compensation. Non-Exempt employees eligible for overtime will receive compensation at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours in a one (1) work week period. Only hours actually worked count towards the forty (40) hour threshold. Employees will be provided advance notice of overtime work, when practical and employees may not refuse to work overtime. Only a Principal may make an exception to the forty (40) work hour threshold for the payment of the overtime rate. Unless otherwise provided, the workweek on which weekly overtime calculations will be based Sunday through Saturday. Working overtime without authorization is grounds for disciplinary action, up to and including termination.

#### **1.17 Reasonable Accommodation**

UMS will attempt to make a reasonable accommodation to a qualified employee with a disability who is unable to perform one (1) or more of the essential functions of their position without such an accommodation to the extent required by applicable law. These issues will be addressed on a case-by-case basis based on all the facts involved. If you believe that a physical or mental impairment is keeping you from performing one (1) or more of the essential functions of your job, and you would like to request an accommodation from UMS, the employee shall;

- A. Inform the supervisor in writing of your request for an accommodation; describing in detail both (i) the disability, and (ii) the degree of accommodation you believe you need to successfully perform the essential functions of your job must present any available medical documentation regarding the medical need of the accommodation at the time of the request;
- B. UMS will evaluate requests for accommodation as soon as practicable;
- C. UMS will advise you of additional information needed to evaluate your request and ultimately, of the Employer's decision; and,
- D. Employee's must provide a detailed physician's certification of the employee's disability per the employee's job duties/tasks, and denoting any restrictions, (temporary or permanent) and other related information requested.

### **1.18 Computer Hardware/Software/Internet/E-Mail Usage**

Universal Management Services, Inc. provides certain employees with personal computers (PC's) including internet access where appropriate, as tools to perform their job functions. Such equipment is the property of UMS and use of such equipment and related access is provided solely for the effective proper performance of the employee's job. Employees should have no expectation of privacy with respect to use of the UMS equipment provided. Employees should not assume that any E-Mail messages sent or received are confidential. If an employee does not require the use of a PC in the performance of their job, then use of a PC without prior authorization is strictly prohibited. Any company announcement that is to be communicated to "all staff" must have the approval of a Principal.

Loading unauthorized individual software programs, executable files, audio/video, screen saver, or image files of any kind without the advance written prior approval a Principal or designee is not permitted. All employees must respect copyrights and other restrictions that pertain to outside materials and as such prohibit downloading of such software. Universal Management Services, Inc. is not responsible for any unauthorized charges or fees resulting from communication not authorized via the internet or any other unauthorized use.

Employees using UMS communication equipment are responsible for what they view, download, transmit, store or otherwise communicate by e-mail or internet. Any unauthorized or inappropriate use of or access to the internet, cell phones, pagers, facsimile, computers, voice mail, land line telephones or associated communication systems is a violation of this policy. All use of such equipment is for business reasons only. UMS may restrict any use of such equipment at its discretion. Universal Management Services, Inc. assumes no liability for loss, damaged, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over, stored or received on the buildings technology.

Employee's passwords are confidential and not to be shared with others. Employees are not allowed to copy or transfer any software from Universal Management Services, Inc. to another computer without the written permission from your supervisor or designee. Each employee who utilizes passwords for computers or other devices shall provide the password codes in a sealed envelop denoted with the employee's name to the supervisor. Each time password codes are changed, or established, it is the employees' obligation to provide the updated information to the supervisor.

Users shall not engage in any fraudulent, harassing, embarrassing, sexually explicit, obscene, intimidating, defamatory, or other unlawful or inappropriate material whether through transmission of emails, posting in newsgroups, involvement in chat rooms or any other forms of electronic communications. Users encountering or receiving such material or observing or gaining knowledge that others are encountering or receiving such material are subject to these policies and shall immediately report the incident to their supervisor. No person subject to these policies is authorized to engage in any chat room discussions using UMS technology unless consent is obtained from the user's supervisor who certifies that such activity is in furtherance of UMS business and prospects and is not for the personal benefit or pleasure of the user. No person shall be authorized to place any web pages, postings, or other promotional materials promoting UMS or its products or services without the consent of UMS.

Without prior written permission, the computer and telecommunications resources and services of UMS or the building may not be used for the transmission of commercial or personal advertisements, personal e-mail, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), political material, application or any other unauthorized use. Universal Management Services, Inc. may and does perform audits or monitoring of its communication equipment and related systems at any time with or without notice. The use of the building or UMS communication equipment/systems by the employee constitutes consent by the individual to be monitored. Employees are not to keep personal information or materials in UMS or stored in the computers/systems. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.19 Violence In The Workplace**

Universal Management Services, Inc. has "Zero Tolerance" for Violence in the Workplace. Fighting, harassment, provoking, threats, intimidation, threat of intimidation, or hints of such threat or intimidation or inciting another employee to engage in such conduct is unacceptable. Employees who experience violence as described above or who witness such, must report such immediately to the supervisor. UMS reserves the right to take any necessary legal action to protect employees, clients or visitors. Violation of this policy will result in disciplinary action, up to and including termination.

#### **(a) Procedure**

Any employee, who believes that they have been a victim of violence in the workplace, should immediately report the incident to the supervisor or if the employee prefers inform a Principal or designee. If the allegation involves a Principal, the employee should notify another Principal.

The employee shall place into writing the details of the allegation(s). Universal Management Services, Inc. shall conduct a preliminary investigation within ten (10) work days of receipt of the allegations, if practical. Employees must cooperate during the investigation. Investigation of a claim of violence in the workplace complaint will be conducted in a manner that protects the confidentiality of those involved to the extent appropriate based on the circumstances involved.

Employees involved in an investigation are directed to refrain from discussing it with others. A request not to investigate a reported violation of this policy cannot be honored. UMS will not retaliate against any person for making a complaint under this policy, regardless of the outcome of the investigation. Employees shall not retaliate against another employee for utilizing this procedure. If the accused harasser is not an employee, Universal Management Services, Inc. will take appropriate remedial action, but not limited to; ending the working relationship the offender may have with UMS and/or refusing to allow such person on the building premises. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.20 Employee Classifications**

Exempt Employees: Employees who are paid on a salaried basis and who are not entitled to overtime compensation under applicable law but not limited to; the responsibilities that are performed and the authority the position possess.

Non-Exempt Employees: Employees who are entitled to overtime compensation one and one half times (1+1/2) the employees regular base hourly rate under applicable law.

Full-Time/Regular/Active: Employees who generally are scheduled to work forty (40) or more hours in the workweek but are not guaranteed any defined work hours, or work per day, per week, or per work cycle or for any specific period of time. (Exempt or Non-Exempt)

Part-Time: Employees who are generally scheduled to work less than forty (40) hours per work week assigned. Part-Time employees are not guaranteed any defined work hours, or work per day, per week, or per work cycle or for any specific period of time. Part-Time employees are not entitled to benefits, unless otherwise indicated in the UMS Employee Manual.

Temporary/Seasonal: Employees hired to work either full-time or part-time for a specified period. Temporary/Seasonal employees are not entitled to benefits, unless otherwise indicated in the UMS Employee Manual. Temporary/Seasonal employees are not guaranteed any defined work hours, or work per day, per week, or per work cycle.

When an employee's status is changed all applicable terms and conditions of employment for the classification will commence effective the next full pay period or the month following the month of the change at the discretion of UMS. UMS reserves the right to change employee classifications at any time.

## **1.21 Employee Obligations**

Employees must maintain their communications equipment provided in good working order, i.e., radio, cell phones, pagers and have access to such at all times when appropriate. Such equipment shall be turned on during all scheduled working hours. Any equipment failures must be immediately reported to the employee's supervisor.

Employees are obligated to attend mandatory meetings or trainings when requested and should be at the meeting/training site no earlier than fifteen (15) minutes prior to the designated starting time of the meeting so as not to hinder their work assigned. Employees are to display their identification badge, if issued at all times when working. Employees who receive requests from tenants for repairs should refer such to the supervisor or designee. Employees are required to timely maintain their appointments and timely respond to all phone calls.

UMS vehicles are to be cleaned out, including the cab and materials to be removed at the end of the work day and secured. UMS vehicles are not to leave UMS premises or be taken home unless permission has been granted by a Principal. Employees are required to wear their seat belts in any UMS vehicles at all times.

Employees that are required to wear uniforms, such is to be worn during all working hours that the individual is receiving compensation. Employees are not to use working time either at the start or the end of their work day to change into or out of street clothes. Such is to be done on non-working time. Employees are responsible for the maintenance of such uniforms.

Employees are expected to use good judgment, to adhere to high ethical standards and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of UMS. Employees unsure if a certain transaction, activity or relationship constitutes a conflict of interest should discuss it with a Principal or designee for clarification.

If employees or someone with whom a employee has a close relationship (a family member or close companion) has a financial or employment relationship with a customer, supplier, potential supplier, landlord, property manager, building owner or affiliate person or organization, the employee must disclose this fact in writing to the Principal. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a supplier, customer, potential supplier, landlord, supervisor, or affiliate person or organization, a conflict of interest may exist, which requires full disclosure to UMS. These situations will be addressed on a case-by-case basis. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.22 On-Call Procedure**

Employees assigned to be On-Call must take their keys, on-call keys, pager and cell phone home. The On-Call employee or Management Representative must keep their cell phone on and fully charged during the On-Call period and respond to calls within fifteen (15) minutes of a call. There are specific positions that require individuals to rotate On-Call duty. While you are On-Call you are to be available to react to the needs of the call in a timely manner. You will be paid from the time you leave home until the work is completed. Work hours are established at the time of hire and may be revised based upon operational or other needs. The consumption of alcohol is strictly prohibited during On-Call periods. There is no exception to this policy. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.23 Employee Compensation**

Employee's compensation is determined on an individual basis and may be modified at any time by UMS based on a number of criteria including, but not limited to; job duties, performance, work history, skill level, abilities to perform the job, types of efforts that are expended while performing the work, attendance and conduct. No advances on future wages, benefits, benefit accruals or benefit entitlements will be made under any circumstances. It is the responsibility of employees to notify the supervisor of any outstanding debt for which your wages are being garnished. Should you fail to do so, you must be advised the supervisor who will act accordingly and comply with all orders received by the courts regarding garnishment. Employees who fail to report any outstanding debt, for which wages are being garnished, will be subject to disciplinary action up to and including termination of employment.

### **1.24 Resignation/Retirement**

Employees who intend to resign/retire are expected to provide written notice to the supervisor of such intent prior to the effective date of the resignation or retirement and to participate in an exit interview if requested. Employees must turn over all equipment or related items provided during their employment prior to leaving work on the final day of employment or as requested. An employee absent from work without proper notice for two (2) workdays or more or the next scheduled work day will be considered to have abandoned their position and such will be considered as an involuntary resignation. Management has the right to implement the resignation immediately upon receipt.

### **1.25 Physical/Psychological Examinations**

Employees may be directed to undergo and satisfactorily pass a complete physical, fitness for duty, and/or psychological examination including drug/alcohol testing. Universal Management Services, Inc. also reserves the right to conduct medical examinations where there is a business need and/or job related need to do so. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.26 Solicitation/Distribution of Literature**

To avoid disruption of operations or disturbance of work performance, employees shall not solicit or distribute any material without the written permission of the supervisor. Persons not employed by UMS may not solicit or distribute literature without the written permission of the supervisor. Employees may not engage in solicitation of others for any reason unless authorized by the supervisor. Employees who witness such solicitation or distribution of literature should immediately contact Management. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.27 Time Records/Paychecks/Pay Periods**

Time records are the basis for computing your pay. The pay periods commence Sunday and end on the second Saturday. The regular pay period is every two (2) weeks. Pay checks are issued every other Wednesday. Universal Management Services, Inc. reserves the right to change or amend the pay schedule. Employees are responsible for verifying the accuracy of their paychecks. All perceived errors must be promptly reported to the supervisor. All required deductions as well as voluntary deductions authorized by the employee will be automatically deducted from the paycheck. In order to record such time, employees must record work time, in the manner prescribed each day. Employees will be accountable for the accurate recording of their arrival/departure time, meal/break periods. Altering, falsifying, tampering with time records, or recording time for other employees will result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to review their time records to certify the accuracy of all time recorded. The supervisor will review and approve the employee's time. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing approving the time record. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.28 Involuntary Separation**

Only a Principal can recommend termination or suspension of employees. The supervisor or designee may conduct a pre-disciplinary meeting with the employee to provide an opportunity for the employee to respond to the recommendation of disciplinary action or other action. Nothing in this Section will alter an employee's "**At-Will**" employment status.

### **1.29 Security Regulations**

Universal Management Services, Inc. will establish rules and procedures for maintaining control of entrances, exits, restricted areas, document control, record keeping, protection of the property and traffic control which shall be issued by the supervisor or designee. Employees are obligated to follow all such rules and procedures, including revisions thereto. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.30 Hatch Act/ Political Activities**

Employees may not use their position or the building's facilities, equipment, property or supplies to engage in political activities as provided in the Hatch Act and in accordance with the law. The Hatch Act restricts the political activity of employees in that they: (i) may not be candidates for public office in a partisan election; (ii) may not use official authority or influence for the purpose of interfering with, or altering the results of an election or a nomination for office; or (iii) may not directly or indirectly coerce, intimidate contributions from another employee in support of a political party or candidate.

Employees shall not knowingly solicit or accept any political contribution from a person doing business or seeking to do business with Universal Management Services, Inc. Employees with contract management authority shall not serve on any political fundraising committee. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.31 Problem Solving Procedure**

Employees who are experiencing difficulties with co-workers or supervisors are encouraged to attempt to resolve the difficulties with the supervisor. If such efforts are unsuccessful or impractical, employees may file a written complaint with the Principal or designee within seven (7) calendar days from the date of the occurrence. The Principal or designee shall meet with the complainant to discuss the nature of the challenge and determine whether further investigation is necessary or desirable. If it is determined that such action is desirable, an attempt will be made to conciliate the dispute between the grieving employee and the employee or supervisor and attempt to achieve an amicable resolution of the circumstances giving rise to the complaint. The Principal or designee will within forty-five (45) calendar days of receipt of the complaint provide a response, if practical. Any employee making a complaint that they know to be false or had reasonable knowledge such to be false will be subject to disciplinary action, up to and including termination.

### **1.32 Discipline and Termination**

Employees may be discharged for any or no cause. Employees are employed "**AT-WILL**" which means either the employee or Universal Management Services, Inc. can terminate the employment relationship at any time, for any reason, with or without cause, or notice. Without limiting management's discretion, employees whose performance falls below expectations, who violate UMS or the properties policies, practices, procedures, rules, provisions, or other terms and conditions, or who engage in misconduct are subject to disciplinary action, up to and including termination. Disciplinary action may include, although not listed in any order of implementation; verbal warnings, counseling, written warnings, unpaid suspensions, unpaid administrative leave, termination of employment and/or any other actions or consequences that UMS deems appropriate.

The disciplinary actions denoted are for guidelines only and are not intended to make any commitment to any employee concerning how individual employment action can, should, or will be implemented. Universal Management Services, Inc. retains the discretion to determine in each situation which form of discipline is appropriate and there is no requirement that the type of disciplinary action imposed be sequential in any way. Only a Principal or designee has the authority to implement disciplinary actions, up to and including termination.

### **1.33 Media/Public Relations/Communications**

Inquiries from the broadcast and print media seeking comment must be referred to a Principal. Universal Management Services, Inc. employees' are not authorized to make or represent themselves as UMS spokespersons without the written approval of the Principal. Employees have the same rights as citizens to speak out on matters of public concern to the extent provided by law if they do such without representing themselves in any way as a Universal Management Services, Inc. spokesperson. All communications either verbal or written between the Universal Management Services, Inc. employees and Legal Counsel representing clients must be approved in advance by the Principal. Correspondence sent from the Universal Management Services, Inc. involving Universal Management Services, Inc. Commissioners, Elected or appointed Officials, Attorneys, City or County Officials, Other or Governing Bodies, Department of Housing & Urban Development, Federal and State Departments, Commissioners of other Agencies, Villages, Cities must be signed only by the Principal unless authorized. Violation of this policy will result in disciplinary action, up to and including termination policy.

### **1.34 Performance Evaluations**

Performance evaluations may be conducted at any time during the year when the employee's performance warrants such consideration. Performance evaluations are completed by an employee's supervisor or designee and then the evaluations are reviewed and approved by the Principal or designees. Such performance evaluations do not guarantee salary increases will be provided.

### **1.35 Affirmative Action Program**

The Company Affirmative Action Program consists of specific result oriented procedures with a goal of equal employment opportunity throughout the organization. The EEO Officer {President or designee} will review of all major job classifications to determine the possibility of under-utilization of minorities or women. For the purposes of this program, the designations of job classifications will be grouped as follows:

- |                           |                        |
|---------------------------|------------------------|
| a. Officials and Managers | d. Sales Workers       |
| b. Professionals          | e. Office and Clerical |
| c. Technicians            | f. Skilled Craftsmen   |

Under utilization is defined as having fewer minorities or women in the particular job classification than would be reasonably expected by their availability. Each group, i.e., minorities and women, will be the subject of a separate review. The following factors will be considered in making the assessment:

- a. The minority population of the labor area surrounding the facility;
- b. The size of the minority unemployment force in the labor area surrounding the facility;
- c. The percentage of the minority work force as compared with the total work force in the immediate labor area;
- d. The general availability of minorities having demonstrated requisite skills in the immediate labor area;
- e. The availability of minorities having demonstrated requisite skills in an area in which the contractor can reasonably recruit;
- f. The availability of profitable and transferable minorities within the organization;
- g. The existence of training institutions capable of training persons in the requisite skills; and,
- h. The degree of training, which the contractor is reasonable able to undertake as a means of making all job classes available to minorities.

### **1.36 Contracting**

The Principal(s) have the sole authority to contractually bind/encumber UMS and to authorize an independent third party to act on behalf of UMS or to perform professional services for UMS. No other employee of Universal Management Services, Inc. has this authority.

### **1.37 Accident Reporting**

Employees must immediately report to their supervisor or other Management Representative an alleged on-the-job accident, illness or injury involving a resident, visitor or employee, no matter how slight, in which the employee, visitor, or resident is involved or which the employee has observed or has knowledge of. Violation of this policy will result in disciplinary action, up to and including termination policy.

### **1.38 Vehicle Use**

Safe and lawful operation of Universal Management Services, Inc. vehicles and employee-owned vehicles used for UMS business is an important policy of Universal Management Services, Inc. Employees who operate Universal Management Services, Inc. vehicles, or operate their own vehicles for Universal Management Services, Inc. business must maintain a valid driver's license for the appropriate vehicle classification. UMS shall reimburse employees via the mileage rate established by the IRS upon the submission of documentation as required by the UMS.

If an employee is required to drive a vehicle for Universal Management Services, Inc. business, employees will be required to show proof of a valid driver's license and insurance or at such other time as Universal Management Services, Inc. deems appropriate.

Employees, who drive their own vehicle for business, must maintain automobile insurance that meets at least the State of Illinois minimum requirements. UMS reserves the right to set automobile insurance coverage's requirements above the minimum required by the State of Illinois at any time.

If coverage changes, insurance company changes, or if the insurance expires or is canceled or the employee is no longer eligible to drive, the employee must immediately notify their supervisor. Failure to report changes in insurance coverage or ineligibility to operate a motor vehicle will result in disciplinary action up to and including termination.

It is a violation of this policy to permit another person to drive your assigned Universal Management Services, Inc. vehicle. This includes operation of a Universal Management Services, Inc. vehicle by another Universal Management Services, Inc. employee who is not authorized to drive the vehicle, even if that other employee may be authorized to drive another Universal Management Services, Inc. vehicle. If you are using your own vehicle for Universal Management Services, Inc. business, it is a violation of this policy to permit another driver to operate your vehicle while you are conducting Universal Management Services, Inc. business. Universal Management Services, Inc. vehicles are to be used exclusively for Universal Management Services, Inc. business. Employees who are assigned Universal Management Services, Inc. vehicles for work purposes and who are allowed to take the vehicle home at the end of the workday must not use the vehicle for any personal reasons, except as approved by a Principal. Mileage logs must be maintained for all Universal Management Services, Inc. vehicles or personal vehicles where mileage will be claimed.

Employees are to be accompanied only by authorized passengers while driving on Universal Management Services, Inc. business. This shall apply when driving a Universal Management Services, Inc. vehicle, or your personal vehicle for Universal Management Services, Inc. business. UMS vehicles should be kept locked and secured when they are not being driven. Conditions affecting the unsafe operation of a Universal Management Services, Inc. vehicle must be immediately reported. Accidents or injuries that result from the operation of a Universal Management Services, Inc. vehicle or from the operation of your personal vehicle for Universal Management Services, Inc. business must be immediately reported. Employees involved in an auto accident while conducting Universal Management Services, Inc. business must immediately report the circumstances of the accident to the Police Department as appropriate, and to their supervisor or Management. Violation of this policy will result in disciplinary action, up to and including termination policy.

### **1.39 Credit Card/Debit Card**

Use of Universal Management Services, Inc. credit and/or debit card is limited to cover expenses incurred in connection with the properties business.

### **1.40 Travel Reporting/Reimbursement**

Employees may perform official travel upon authorization by the Principal or supervisor. Employees must receive written approval prior to any travel or expenditures from the Principal or designee. Upon review, UMS will consider if the cost was necessary, incidental and reasonable to the completion of the authorized travel. The Management approved "Per Diem" will be used as a guide in determining reasonable travel costs. Any costs determined not to be necessary, incidental or reasonable will be the responsibility of the employee. All reimbursements requested must be supported by original receipts and itemized on a Universal Management Services, Inc. Travel Form. All reimbursements must be submitted as directed within seven (7) calendar days after the travel to the Principal or designee.

**General Statement:** Employees will be reimbursed for all bona fide out-of-pocket expenses incurred which were authorized for purchased on behalf of UMS. All out-of-pocket expenses, which are not of a recurring nature, must be pre-approved by your supervisor. You are required to return to UMS all reimbursements in excess of actual cost. The destination and purpose of all travel and transportation-related expenses must be fully identified on the documents you provide for substantiation.

**Reimbursement Documentation:** Generally, reimbursements will be approved only when an original receipt or a completed Mileage Reimbursement Form supports the request. All expenditures if reasonable and approved will be reimbursed only if an original receipt is provided.

#### **Forms of Reimbursement:**

**Personal Vehicle Allowance:** This method is allowed for employees whose business vehicle usage is relatively consistent. It is recommended only for employees who make consistent trips to and from places that are easily measured; i.e. daily banking and post office, weekly Fed-x drops, etc. Any mileage allowance will become a part of the employee's taxable income.

**Other Reimbursements:** All other bona fide business expenses incurred: out-of-pocket will be reimbursed, upon supervisor approval, via petty cash or a direct reimbursement.

**Travel Advance:** An employee with pre-approved travel plans may be provided a travel advance of an amount agreed to by the supervisor or designee. Expenses must be fully documented and all unused advance monies must be remitted immediately upon returning from the trip to the supervisor. Any bona fide expenditure incurred beyond the advance amount will be reimbursed.

### **Expenses Reimbursement (Tax Treatment), If:**

- You fully accounted to UMS for your bona fide business expenses;
- You received reimbursement for approved expenses;
- You returned to UMS any excess reimbursement; and,
- The reimbursement for business use of your personal vehicle was not in excess of the government's prevailing standard mileage rate then you will not be taxed on any reimbursements.

The policies described herein all conform to these four (4) requirements. Therefore, by following these policies, you will avoid being taxed on reimbursements. Conversely, a violation of any of these policies will result in some or all amounts reimbursed being reported as taxable income on your W-2 Form.

**Transportation Expenses:** Transportation expenses are incurred when business-related travel does not require overnight lodging. Generally, meals are not an allowable expense unless incurred on a trip, which require overnight lodging.

**Travel Expenses:** These expenses are incurred when business-related travel does require overnight lodging. The cost of the lodging and meals incurred during the trip are allowable for reimbursement or charge.

**Automobile Usage:** Employees who drive while on UMS business (company or personal vehicle) must maintain a valid driver's license and must maintain a driving record, which does not render them uninsurable. Employees required to drive while on UMS business are required, as a condition of employment, to periodically provide a photocopy of the individuals driving record from the state agency, a current/updated valid driver's license for photocopying and copies of current and updated automobile insurance. Employees are required to provide updates as renewals/expiration occur. Violation of this policy will result in automatic termination of employment.

**Business Mileage:** Business mileage does not include the mileage you drive between your home and your workplace. If your trip from home to your workplace, or vice versa, includes business-related mileage, (i.e. a trip to the hardware store), that amount of mileage in excess of the mileage between your home and workplace is included as business mileage.

**Property Owned Vehicles:** These vehicles are to be used for property-related business purposes only. Property owned vehicles are to never be operated for personal usage unless authorized by an official of UMS. The employee designated as caretaker will be responsible for periodic cleaning and maintenance of the vehicle. The employee will be reimbursed for the actual costs of cleaning and fueling the vehicle through the petty-cash account or direct reimbursement. Maintenance and repair costs will be direct-billed by the provider to UMS and are to be performed only upon the supervisor's approval.

## **Other Forms of Transportation:**

**Air Travel:** Expenditures for travel by air must be pre-approved by a Principal of UMS. Only coach class is authorized. Reservations are to be booked by UMS, through the company-approved travel agent unless other arrangements are approved.

**Public Ground Transportation:** Bona fide expenditures for travel within this category are fully reimbursable. Taxi fares are considerably higher than busses or limousines; taxis should not be used unless time restrictions make it the only viable choice.

**Lodging and Meals:** Expenses incurred for lodging and meals must be reasonable. All employees are required to avoid extravagant costs, especially in these two (2) categories. Lodging reservations must be made through your supervisor or a UMS Principal.

### **1.41 Fair Labor Standards Act Compliance (FLSA)**

UMS operates in accordance to the "Safe Harbor" provision under the Fair Labor Standards Act set forth by the Department of Labor Regulations. This provision provides any exempt salaried employee the opportunity to dispute any impermissible salary reduction which affects their wage based on performance or hours worked. If the employee feels that they have been affected in such manner, they have the option of submitting a formal complaint in written form to their immediate supervisor. Upon receipt of the complaint a formal investigation of the validity of the complaint will be initiated by the supervisor. Upon final determination, if the complaint is found to be valid, UMS will fully reimburse the reduction amount lost. UMS maintains compliance in taking necessary steps to follow all deduction rules in accordance to this provision.

### **1.42 Supplies**

Employees are responsible for ensuring they have ordered the required supplies in a timely manner or as directed. UMS vehicles, equipment, supplies, tools and other equipment provided shall not be used for private or unauthorized purposes. Employees are required to check their supplies as ordered to avoid unnecessary lost work time in returning to the work site. Employees are to ensure that they have the material and tools to complete the required work in a timely and efficient manner prior to leaving for the work site. Employees should bring all unused material, tools or equipment back to the designated area at the end of work day or earlier if directed by their supervisor and secure such. Violation of this policy will result in disciplinary action, up to and including termination.

### **1.43 Attendance and Punctuality**

Good attendance by employees is essential to operations. Employees are needed on the job every day. When employees are absent or tardy, places a burden on other staff that must perform the work of the absent or tardy employee. Absenteeism or tardiness, such as a pattern of abuse and/or frequency of abuse as determined by the sole discretion of the Management, may result in disciplinary action, up to and including termination.

#### **1.44 Conflict of Interest Declaration/Disclosure of Family Relationships**

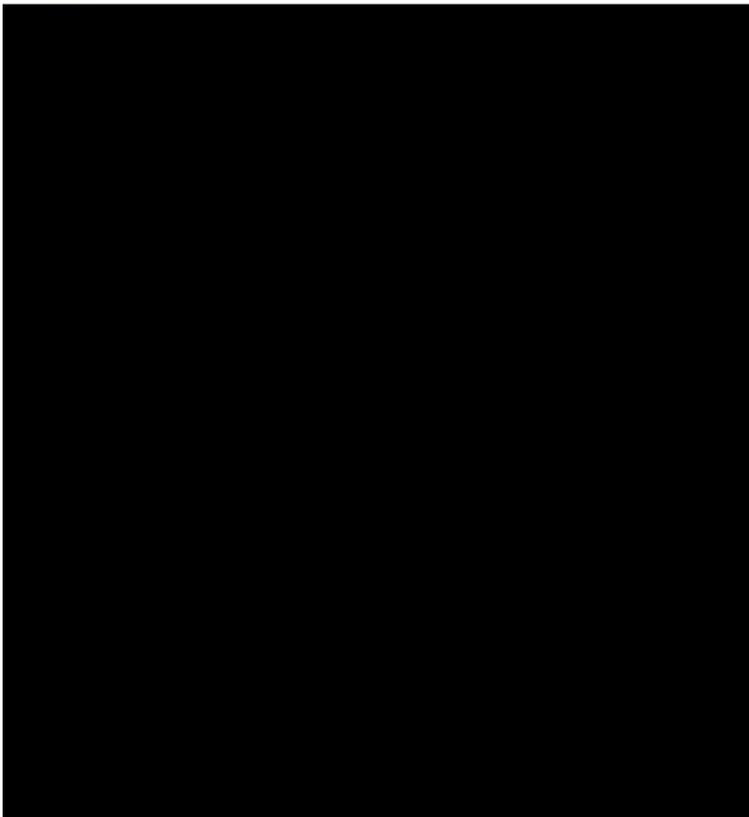
Every employee has a personal responsibility to avoid any actual or apparent conflict of interest that would reflect on UMS or its mission. UMS recognizes that public confidence in the integrity of its operations can be endangered if there is even the appearance of impropriety. Employees must disclose any members of their immediate family who are participants in the Housing Choice Voucher Program or any project-based assistance program administered by any of the properties managed by UMS. Each employee must refrain from any use of their position with a property that is or appears to be for private gain for themselves or persons to whom the employee is related or persons or organizations with whom the employee has business, financial, or personal ties. Employees who are in doubt about a particular situation should bring the matter in writing to the attention of the supervisor. Violations of conflict of interest provisions, and/or a failure to provide information to the supervisor, constitute misconduct in the job position. Violation of this policy will result in disciplinary action, up to and including termination. (See Attachment)

#### **1.45 Weapons Policy**

Employees of UMS or staff employed at the properties managed by Universal Management Services, Inc., acting as the Agent for the building owner, may not, at any time, while on any property owned, leased, managed or controlled by the UMS or its subsidiaries, including anywhere that the services are conducted, such as customer locations, client locations, restaurants, UMS event venues, and so forth, possess, carry or use any weapon. Weapons include, but are not limited to, guns, knives, swords, explosives, chemicals, ammunition and other objects or materials whose purpose is to or could cause harm to another person. Regardless of whether an employee possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited on any UMS company property or property managed by UMS for the property owner or in any location in which the employee represents UMS for business purposes or is a property employee where UMS manages the day to day operations of the property. Violation of this policy will result in termination of employment

UNIVERSAL MANAGEMENT SERVICES, INC.

II. LAY-OFF



## **II. LAYOFF**

### **2.1 Lay-Off**

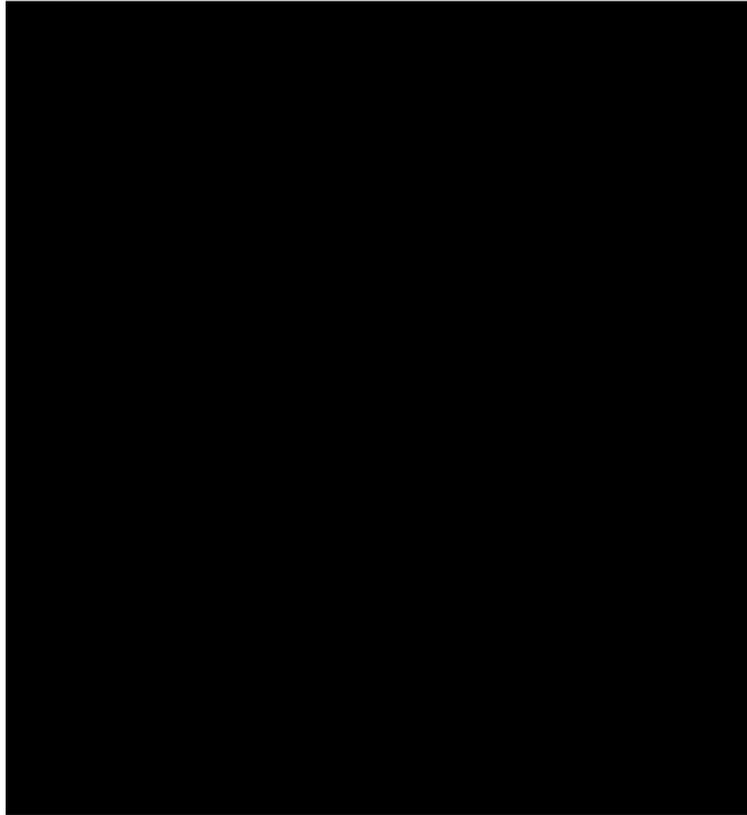
Universal Management Services, Inc., in its sole discretion may reduce the number of employees it deems appropriate in any given area or position(s) to meet its business needs or for other reasons it deems appropriate. Employment as an employee of Universal Management Services, Inc., is on an “**AT-WILL**” basis. This means that either the employee or Universal Management Services, Inc. has the right to terminate employment at any time with or without cause or notice.

### **2.2 Notification**

Employees, except as otherwise indicated, shall be notified in writing prior to the effective date of the layoff if practicable or as determined by Universal Management Services, Inc. Part-Time/Temporary/Seasonal employees may be released at any time with or without notice. Employees are obligated to return all Universal Management Services, Inc as requested.

UNIVERSAL MANAGEMENT SERVICES, INC.

III. RULES OF CONDUCT



### **III. RULES OF CONDUCT**

Universal Management Services, Inc. hereinafter also referred to as (“UMS” or “Company” or “Employer”). Universal Management Services, Inc. Employees are expected to read and be familiar with and comply with the Rules of Conduct and any separately published policies, rules, practices, provisions, procedures or other terms and conditions of employment, including revisions thereto. These Rules of Conduct supersede all other previously issued Universal Management Services, Inc. Rules of Conduct verbal or written.

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work. The following is a list of circumstances which require disciplinary action, up to and including termination. The examples denoted below, but not limited to, are not intended to be exclusive or exhaustive inventory of actions requiring discipline, but rather as a guide to the types of behavior, violations or conduct that will cause disciplinary action.

Discipline may include any one (1) or more of the following actions: oral warning; written warning; placement on a performance work analysis improvement plan; unpaid suspension (of varying lengths), transfer, and change in job position or termination. Universal Management Services, Inc. retains sole discretion to determine in each situation which form of discipline is appropriate and there is no requirement that the employee be warned, counseled or suspended without pay prior to being terminated. An employee being placed on a performance improvement plan or suspended for a specific period of time will not negate Universal Management Services, Inc. from issuing further disciplinary action or the discretion to terminate the employee before the suspension period or performance improvement plan time expires. Universal Management Services, Inc. retains sole discretion to determine the form of discipline warranted in each situation. Universal Management Services, Inc. may use progressive discipline procedures where it deems appropriate. Such use of progressive discipline is within the sole discretion of Universal Management Services, Inc. Disciplinary actions will be denoted in the staff files.

Universal Management Services, Inc. also reserves the right to place an employee on a “Performance Improvement Plan.” Where an employee is involved in a disciplinary situation that cannot be readily resolved by other disciplinary action, or where an employee demonstrates an inability to perform assigned work responsibilities efficiently and effectively, Management may institute a “Performance Improvement Plan”. Universal Management Services, Inc. reserves the right to administer any disciplinary actions on a case-by-case basis, giving consideration to the type and frequency of the misconduct at issue and other factors, including, but limited to, disciplinary history. The following is a list of circumstances which will result in disciplinary action, up to and including termination, but not limited to;

1. Employees who have been absent two (2) work days or more without notifying their supervisor in advance (or being on otherwise approved leave status) shall be deemed to have abandoned employment and will be considered to have involuntarily terminated employment;
2. Failing to call and speak directly to their supervisor or the designated individual of any absence/tardy within one-half (½) hour of their shift and provide the reason for the absence/tardy;
3. Having an excessive absence or tardiness record or a pattern of absences or tardiness or any such combination of absences or tardiness;
4. Failure or abuse to return to work on time after breaks, lunch, rest periods or assigned duties or leaving work or work site without authorization;
5. Failing to disclose, including misrepresentations or omissions of any information requested or providing a false or misleading response to any question in any application, questionnaire, work record, information form or other documents provided or requested from or to Universal Management Services, Inc., no matter when discovered;
6. Falsely representing to a superior the quality and/or quantity of work performed by either the employee making the representation or any other employee;
7. Making false and/or misleading responses, inaccurate or deliberately incomplete statements in an official inquiry, investigation or other administrative proceeding;
8. Requesting or accepting a leave of absence or benefit time on fraudulent grounds;
9. Engaging in a profession, business trade investment, occupation or other activity that results in a conflict of interest with the Universal Management Services, Inc., its clients;
10. Use of any paid or unpaid benefit in an unauthorized manner, or obtaining such under false pretenses or for its intended purpose;
11. Involvement in the illegal sale, delivery, receipt, possession or use of any controlled substance whether on or off the work site or during hours of employment or non-working time;
12. Engaging in any act or conduct prohibited by the Illinois Compiled Statutes, applicable laws of other statutes; or federal statutes;
13. Possessing, carrying, storing, using or threatening to use, weapons or dangerous chemicals when not authorized to do so;

14. Misappropriation or mismanagement or use of any UMS funds, equipment, resources, supplies or any other public or private organization;
15. Gambling or betting during working time or on work premises;
16. Theft, attempted theft, use or unauthorized possession or purpose of Universal Management Services, Inc. property, or another person's property;
17. Retaliation against an employee who has filed a charge or complaint regarding the terms or conditions of employment; and/or against an employee who has properly testified, assisted or participated in any manner in an investigation, proceeding or administrative hearing regarding such charge or complaint;
18. Using one's official status to effectuate the sale, disposal or exchange of UMS property or other objects of value belonging to any member of the public through fraud, theft, misrepresentation, use of or complicity with others in such acts;
19. Discourteous treatment, including assault, coercing, threats, intimidation, verbal/written abuse, physical violence, threats or hints of physical violence or intimidation, threat of intimidation, or unwelcome physical contact with another Universal Management Services, Inc. employee, or other person or provoking or inciting another employee, or other person to engage in such conduct;
20. Reporting for work or engaging in work for Universal Management Services, Inc. with the presence of alcohol or drugs in one's system, including lawful drugs used contrary to prescription, drinking alcoholic beverages or using drugs not prescribed or in a manner not prescribed by a physician during working hours or while conducting the UMS business;
21. Violation of Universal Management Services, Inc. Drug and Alcohol Policy, including the refusal to submit to testing as directed by Management or as required by Universal Management Services, Inc. Policy;
22. Restricting production output, encouraging others to do so or supporting others doing so;
23. Giving preferential treatment in the course of employment to any organization or person unless authorized by law;
24. Loss of professional or other license/certifications or failing to attain and maintain prerequisites necessary to obtain or renew professional or other license/certifications when such a license/certification is required to meet the standards of the employee's position;

25. Failing to take action as needed to complete an assignment in a time efficient manner or perform a task safely;
26. Violation of the solicitation/distribution of literature policy;
27. Using the office, work site, work locations, communications equipment, work vehicle, work tools, work equipment or work materials and supplies to conduct a secondary business, personal business or use, trade or occupation;
28. Treating discourteously or displaying unprofessional behavior or uncooperative or hostile attitude or inappropriate conduct to any member of the public, employees, management or the Principals;
29. Interfering with others on the job;
30. Distributing literature in any working area or area where UMS business is conducted with members of the public, during work time of the employee who is distributing or the employee who is receiving the literature, except in the course of performing the duties of the position;
31. Acting negligently or willfully in the course of employment to damage public or private property or cause injury to any person or threatening such;
32. Failing to comply with laws or Universal Management Services, Inc. rules governing health, safety and sanitary conditions in carrying out any act in the scope of employment;
33. Inattention to duty including loafing, sleeping on duty, or loitering in the work area;
34. Incompetence or inefficiency in the performance of duties of the position. This means performance of duties of the position at a level lower than that ordinarily expected of other employees in similar positions, due either to lack of ability, knowledge, lack of effort or motivation, carelessness or neglect;
35. Solicitation or acceptance of any fee or items of value which may be construed as a bribe; that is, when such fee, gift or items of value has been solicited by or given to the employee in the hope or expectation of receiving treatment better than that accorded other persons, or using one's office or position so as to give the appearance of such impropriety;
36. Discrimination against an employee or applicant because of race, color, religion, gender, disability, national origin, age, marital status, sexual orientation or other status protected by law. Discrimination against a Universal Management Services, Inc. resident, employee or member of the public in the performance of the employee's job duties because of race, color, religion, gender, disability, national origin, age, marital status or sexual orientation or other protected category;

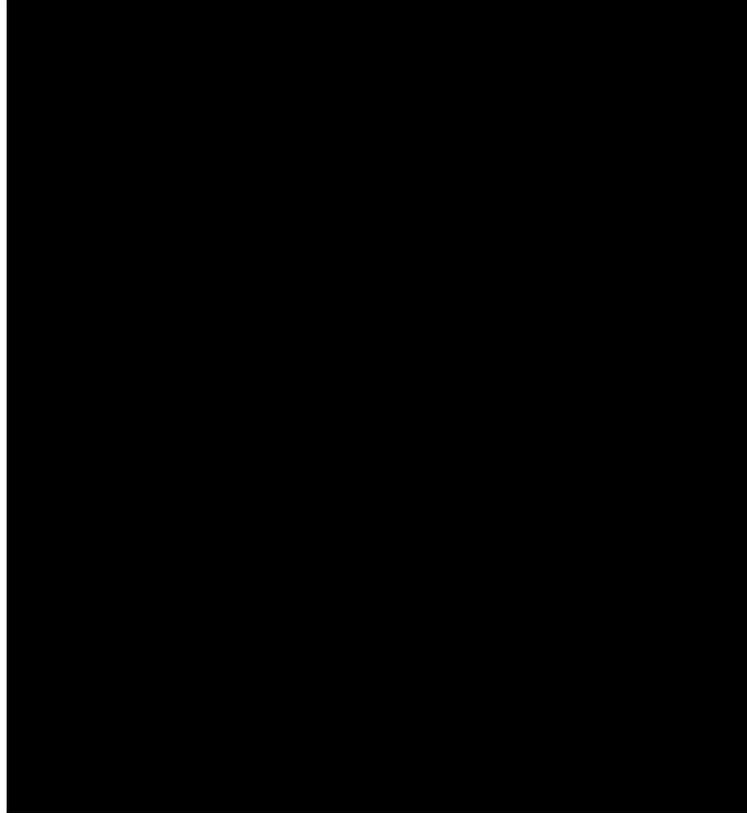
37. Employee's conduct which involves unwelcome sexual advances or request for sexual favors or conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or Universal Management Services, Inc. services; or when submission to or rejection of such conduct by an individual is used as the basis of any employment or service decision affecting the individual; or when such conduct has the purpose or effect of substantially interfering with the work performance of any employee or creating an intimidating, hostile or offensive work environment and/or other violation of Universal Management Services, Inc. published anti-harassment policy;
38. Failure of supervisor to report to the supervisor's superior the existence of a romantic relationship between the supervisor and a subordinate employee;
39. Failure to cooperate with and truthfully responding to inquiries from the Universal Management Services, Inc. Management or designee regarding discrimination, including harassment, intimidation, hostile or offensive work environment of any type;
40. Failure to comply with Universal Management Services, Inc. secondary employment policy;
41. Disclosing, transmitting, receiving, copying, delivery of, or misuse of confidential, proprietary or privileged Universal Management Services, Inc., records or information or in any way related to the Universal Management Services, Inc. customers, employees or service providers;
42. Failure to report misconduct of other Universal Management Services, Inc. employees or service providers to the supervisor;
43. Failure to make an immediate report of an alleged on-the-job accident, injury or illness involving a resident, visitor or employee, no matter how slight, in which the employee, visitor or resident is involved or which the employee has observed or has knowledge of;
44. Violation of departmental rules, policies, procedures, practices, provisions and regulations or other terms and conditions of employment;
45. Unauthorized entry into Universal Management Services, Inc. property or facilities managed by UMS;
46. Conduct unbecoming an "Employee";
47. Failure to pay an overdue debt to the Universal Management Services, Inc., or property within thirty (30) calendar days of receiving a notice therefore;

48. Conduct that brings or that may tend to bring discredit on Universal Management Services, Inc., and clients, or otherwise interfere with or impair Universal Management Services, Inc. ability to promote its interest and serve its objectives and purpose for which it was formed;
49. Failure to report the usage, possession or sale of illegal or prescription drugs by other employees or service providers to Universal Management Services, Inc. or any other violation of the Drug and Alcohol Policy/Program/Procedures;
50. Failure to immediately report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
51. Failure to use Universal Management Services, Inc., equipment, resources and/or supplies in a manner such was intended to be used or assigned or using such equipment/supplies/resources without authorization;
52. Violation of the Universal Management Services, Inc Employee Manual or any rule, policy, or regulation promulgated or established by UMS and/or authorities;
53. Failure of Universal Management Services, Inc. resident employee to be lease compliant within thirty (30) calendar days after notification;
54. Engaging in conduct that is illegal, fraudulent, libelous or malicious or against Universal Management Services, Inc. policy, procedure, practice, provision, rule, or other terms and conditions of employment contrary to Universal Management Services, Inc. best interest;
55. Engaging in conduct that is annoying, harassing or disruptive to others;
56. Sending, retrieving, accessing, downloading or storing any communications of a discriminatory, inappropriate, offensive or harassing nature, including messages with threatening, derogatory or inflammatory remarks about an individuals or groups;
57. Using profane, threats, offensive or abusive language or gestures or other violation(s) of the Violence in the Workplace Policy;
58. Refusal or unwillingness to follow or disregard of instructions/directions from a Management Representative or other person(s) in authority;
59. Unauthorized and unreported absences;
60. Failing to return from any leave of absence (paid or unpaid) per the time periods authorized or granted;
61. Stealing, taking without authority or attempted theft, from a resident, visitor, other employees, property, or from Universal Management Services, Inc.;

62. Abusing or attempting to injure in any way a resident/participant or any other person;
63. Completing another person's time record or asking another person to complete other person's time record or falsely reporting incorrect time worked or benefit request;
64. Speaking critically or making derogatory or false accusations so as to discredit other employees, supervisors, or other persons except as allowed by law;
65. Removal of residents' money, property without written approval from Management;
66. Engaging in horseplay or otherwise acting in an unsafe manner;
67. Failure of Supervisor to recognize an employee who is in an impaired condition or otherwise in violation of the Drug and Alcohol Policy;
68. Filing of false charges or complaint against another employee of Universal Management Services, Inc. or other persons;
69. Being wasteful of material, resources, property or working time;
70. Immoral, unethical or disgraceful actions or other personal conduct likely to impact the efficiency Universal Management Services, Inc. services or bring Universal Management Services, Inc. into disrepute;
71. Commission of a felony or gross misdemeanor; and,
72. Any other misconduct or reason or conduct determined not to be in Universal Management Services, Inc. best interest which, in the Principal's judgment, is serious as to warrant immediate disciplinary action, up to and including termination.

# UNIVERSAL MANAGEMENT SERVICES, INC.

## IV. ETHICS POLICY



**IV. UNIVERSAL MANAGEMENT SERVICES, INC.**  
**ETHICS POICY**

**PREFACE**

Universal Management Services, Inc. hereinafter also referred to as (“UMS” or “Company” or “Employer”). Universal Management Services, Inc. has established Standards of Conduct for employees, Principals. These Standards of Conduct are designed to assure the utmost in public trust and confidence in the policies, procedures, provisions, rules, practices, or other terms and conditions of UMS. Because of its status as an independent public entity, UMS recognizes its responsibility to conduct all business in a manner above reproach or censure. This Ethics Policy will describe in detail the Standards of Conduct by which Principals and employees are to be held accountable.

This Ethics Policy recognizes and incorporates sections of federal, state, and local law which govern the conduct of employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the Ethics Policy of Universal Management Services, Inc. shall be applied, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Ethics Policy shall be applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, vendor, or agent having business or dealings of any kind, or seeking business with Universal Management Services, Inc. No Principal or employee shall use or cause or allow use of their position to secure any personal privileges for themselves or others, or to influence the activities, actions, or proceeds of Universal Management Services, Inc.

Universal Management Services, Inc., in establishing Standards of Conduct for employees recognizes the importance of establishing Standards of Conduct for external vendors and suppliers of products and/or services to Universal Management Services, Inc. While UMS cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with Universal Management Services, Inc. specifically, these principles include but not limited to:

- A. No direct or indirect personal inducement of employees. This includes the giving of gifts, money, tickets or any item or service having value; and,
- B. No direct or indirect inducement of the Principals. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged.

It is required that vendors or suppliers of professional services to UMS be governed by the Ethics Policy to which their particular profession prescribes. Any vendor or supplier found in violation of UMS' Ethics Policy shall be barred from future business dealings with Universal Management Services, Inc. Universal Management Services, Inc. reserves the right to have vendors and suppliers sign a statement of compliance with the Ethics Policy of Universal Management Services, Inc.

#### **4.1 Title**

This shall be called the "Universal Management Services, Inc. Ethics Policy".

#### **4.2 Applicability**

The provisions contained herein shall apply to employees and UMS Principals. With respect to contracted professional services of UMS (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

#### **4.3 Purpose**

The Ethics Policy establishes Standards of Conduct for employees will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of employees, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of Universal Management Services, Inc. The UMS Ethics Policy is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's or Principal's right to privacy and the right to participate freely in a democratic society and economy.

#### **4.4 Definitions**

"Claim" shall mean any demand, written or oral, made upon the Universal Management Services, Inc. to fulfill an obligation arising from law or equity.

"Principal" shall mean one of the persons serving as Senior Management of Universal Management Services, Inc.

"Contract" shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

"Conventional" shall mean those housing programs operated by the building, which are broadly considered part of the "conventional public housing program." This may include, but not be limited to; such programs as Public Housing, Housing Choice Voucher Program, and the Public Housing Drug Elimination Program (PHDEP) or any other program that HUD or Congress establishes or eliminate from time to time.

"Employee" shall mean any person appointed or managed by UMS whether full or part time, seasonal, temporary, paid or unpaid, for a fixed or unfixed term, provisional or permanent.

"Enrollee" shall broadly mean any applicant, resident, or program participant in any program operated by the building management. Specifically, an "Enrollee" shall be a person who expects to receive, or is receiving, some form of assistance

"Family" shall mean the father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or a person living in a stable household relationship or other familial arrangement.

"Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of their family would gain or lose as a result of any decision, action, or omission to decide or act, on the part of Universal Management Services, Inc., its Principals and UMS employees.

"Person" shall mean any individual, corporation, partnership, business entity, association, organization, and may include a Universal Management Services, Inc. employee,

"Public Information" shall mean information obtainable pursuant to the Freedom of Information Act and Universal Management Services, Inc. guidelines adopted pursuant thereto.

#### **4.5 Ethical Standards For Employees**

No UMS employee of Universal Management Services, Inc. shall have any employment, or engage in any business or commercial transaction, or engage in any professional activity, or incur any obligation in which, directly or indirectly the employee would have an interest that would impair their independence of judgment or action in the performance of their official duties or that would be in conflict with the performance of their official duties. No employee shall have or enter into any contract with any person who has or enters into a contract with UMS unless:

A. The contract between the person and UMS is awarded pursuant to competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, or the Universal Management Services, Inc. Procurement Policy; or

B. The contract between the person and UMS is one in which UMS, the managed employee has no interest, has no duties or responsibilities, or if the contract with the person is one which UMS entered into prior to UMS managing the building site. There shall be no preferential treatment given by an employee of Universal Management Services, Inc. or employees of the property managed by UMS, acting in performance of their official duties to any person, agency or organization.

No Universal Management Services, Inc. employee shall use or permit the use of UMS-owned vehicles, equipment, materials or property for the convenience or profit of the employee or any other person. However, this provision shall not apply in the case of usage for "diminutive" purposes, i.e., purposes which in and of themselves should not be construed as abuse of Universal Management Services, Inc.

- (a) No Person shall give to any Principal or employee, or contractor, or to the spouse or minor child of either of them, or any immediate family member residing with the Principal or employee, and none of them shall solicit or accept, any anonymous gift.
- (b) No Person shall give or offer to give to any Principal, employee or contractor, or to the spouse or minor child of either of them, or any immediate family member residing with a Principal or employee, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any Principal, employee or contractor, concerning the business of Universal Management Services, Inc. would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than fifty dollars (\$50.00) does not involve such an understanding.
- (c) No Person who has an economic interest in a specific Universal Management Services, Inc. business, service or regulatory transaction, shall give, directly or indirectly, to any Universal Management Services, Inc. Principals or employee whose decision or action may substantially affect such transaction, or to the spouse, minor child of any of them, or any immediate family member residing with the Principal or employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than a gift with a value of less than fifty dollars (\$50.00) as long as the items or services from any one (1) source do not exceed a cumulative value of one-hundred dollars (\$100.00) during any calendar year. Nothing herein shall be construed to prohibit any such Person from accepting any gift from a relative.
- (d) Except as prohibited in subsections (a) and (b), nothing in this Ethics Policy shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans evidenced in writing with repayment due by a date certain made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law or; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official Universal Management Services, Inc. business, if furnished by the sponsor of such public event.
- (e) Any gift given in violation of the provision of this Section shall be turned over to the Principal or designee, as soon as practicable, but no later than thirty (30) calendar days after its receipt, who shall add the gift to the inventory of Universal Management Services, Inc. property.

- (f) Nothing in the Ethics Policy shall prohibit any Principal or employee, or their spouse or minor child, or any immediate family member residing with the Principal or employee, from accepting a gift on the Universal Management Services, Inc behalf; provided, however, that the person accepting the gift shall promptly report receipt of the gift to the Principal or designee, who shall add it to the inventory of Universal Management Services, Inc. property.
- (g) Any Principal or employee who receives any gift or money for participating in the course of their Universal Management Services, Inc. employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Principal or designee within five (5) business days.
- (h) No Principal or employee, or the spouse or minor child of any of them, or any immediate family member residing with the Principal or employee shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the Universal Management Services, Inc.; provided, however, that nothing in the Ethics Policy shall prevent an Principal or employee or the spouse of an Principal or employee from accepting compensation for services wholly unrelated to the Principal's or employee's Universal Management Services, Inc. duties and responsibilities and rendered as part of their Non-Universal Management Services, Inc. employment, occupation or profession if the employee has reviewed such with the Principal or designee.

No Universal Management Services, Inc. employee acting individually can bind Universal Management Services, Inc. by any action or verbal representation. No Universal Management Services, Inc. employee shall disclose without the written permission of the Principal non-public information or records concerning any aspects of the operation of Universal Management Services, Inc. nor shall they use such information to the advantage or benefit of themselves or any other person.

This shall include records maintained on enrollees of Universal Management Services, Inc. for whom a properly executed release of information form shall be obtained and kept in the client file. The release of any information relative to enrollees of Universal Management Services, Inc. shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information and shall be done with full knowledge of the enrollee except in those cases where, through action of law, the enrollee's knowledge is not required.

No Universal Management Services, Inc. employee currently employed shall represent any person, other than themselves, in business negotiations, judicial or administrative actions or procedures, to which Universal Management Services, Inc. may be a party.

No former employee of the Universal Management Services, Inc. shall personally represent any person in a matter in which the former employee personally participated while employed by Universal Management Services, Inc. within the previous one (1) year, if such representation would be adverse to the interests of the Universal Management Services, Inc. This provision shall not, however, bar the timely filing by a current or former employee, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Universal Management Services, Inc. employees shall be appointed or hired to serve under the direct supervision or authority of that employee, and in no event shall any Universal Management Services, Inc. employee participate in the decision-making regarding employment or contract for services of any family member.

No Universal Management Services, Inc. employee shall have an interest in a contract between any person and Universal Management Services, Inc., except that this provision shall not apply if the contract was entered into prior to the employee's hire by Universal Management Services, Inc.; the employee discloses their interest in the contract prior to employment; and after employment, the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract.

No Universal Management Services, Inc. employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, they would have an interest that would impair their independence of judgment or action in the performance of their duties with Universal Management Services, Inc. or that would be in conflict with their duties at the Universal Management Services, Inc.

No Universal Management Services, Inc. or Principal of Universal Management Services, Inc. shall discuss, vote upon, decide or take part in (formally or informally) any matter before Universal Management Services, Inc. in which the employee has an interest.

Exception shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns (100) shares of AT&T stock), provided the employee shall fully and specifically describe their interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim, employment or family relationship, to the Principal prior to the employee's participation.

If, in the opinion of the Principal there is any question as to whether the interest is minimal, the matter shall be referred to Legal Counsel or other suitable party for a binding decision on the question.

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Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be considered null and void by Universal Management Services, Inc. Such a matter may be referred to Legal Counsel or other suitable party to render judgment and assess any penalties if necessary.

If Legal Counsel or other suitable party renders judgment that a matter was performed; a contract entered into, or any matter was conducted, decided or acted upon in a manner prohibited by the Ethics Policy, it may then propose, among other things, that Universal Management Services, Inc. Legal Counsel seek an injunction against the proscribed action.

No person employed shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, Principal in their individual capacity shall be a lessor or lessor's agent.

These prohibitions, however, shall not apply where the employee or Principal is a principal in a not-for-profit or charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

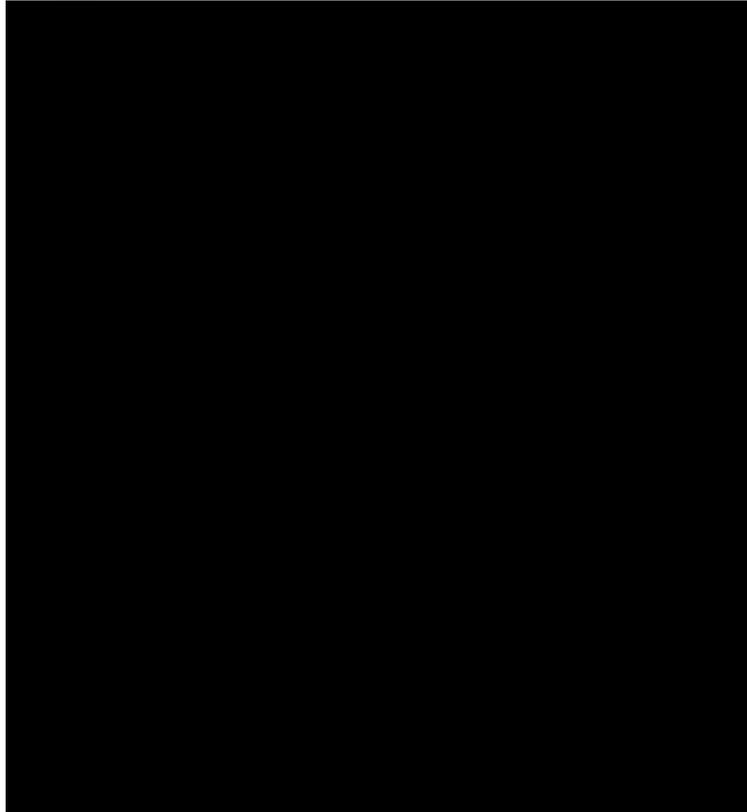
#### **4.6 Ethical Standards For Principals**

The Principals of the Universal Management Services, Inc. is the architect of policy governing the operations of the company and retains legal and fiscal responsibility for Universal Management Services, Inc.

Recognizing that Principals are chosen from a broad range of fields and professions and community interests renders difficult the circumscription of external interests and activities of the Principals. It is the intent that, insofar as is possible, the Principals are generally enjoined to follow the Standards of Conduct which are outlined in the Ethics Policy for employees and building employees managed by UMS for the building owner. Further, it is expected that a Principals will voluntarily and fully outline their personal interests and potential conflicts of interest prior to assuming their seat as a Principal.

UNIVERSAL MANAGEMENT SERVICES, INC.

V. EMPLOYEE BENEFITS AND PRIVILEGES



## **V. EMPLOYEE BENEFITS AND PRIVILEGES**

The Universal Management Services, Inc. hereinafter also referred to as (“UMS” or “Company” or “Employer”). Only eligible, regular, active, full-time UMS employees may be eligible for benefits unless otherwise indicated. Continuous active employment is defined as uninterrupted active service while the employee is in pay status by working. Some benefits are governed by the provisions, requirements and obligations of the various benefit Plan documents or Plan contracts unless otherwise indicated in this UMS Employee Manual. Such Plan documents or Plan contracts are available for review by making an appointment with the supervisor. If there is a conflict or inconsistency among the benefits and requirements summarized in the UMS Employee Manual and the actual Plan documents or Plan contracts, the Plan documents and Plan contracts shall prevail. UMS retains the right to: implement employee premium contributions, change options or plan design, exclusions, change the level of coverage, out-of-pocket expenses, eligiblilty requirements or scope of benefits without prior notice. The language used in this Section or in the UMS Employee Manual is not intended to create, nor is it to be construed to constitute a contract between Universal Management Services, Inc. and any employees for either employment or the provision of any benefit. While UMS desires to provide benefits, such benefits may be changed, deleted, amended, including employee benefits premium contributions at any time, with or without notice at the sole discretion of UMS. Employees are employed **“AT-WILL”** which means either the employee or Universal Management Services, Inc. can terminate the employment relationship at any time, for any reason, with or without cause. Universal Management Services, Inc. retains the sole discretion to implement or change employee benefits premium contributions. Any violation of the Benefits and Privileges Section may result in discipline up to and including termination.

### **5.1 Paid Holidays**

Only eligible, regular, active, full-time employees who have continuous uninterrupted active employment will receive the following paid observed Holidays at their normal straight time base hourly rate unless otherwise provided. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. Holiday observance will be in accordance with the national or local observances or as defined by Management.

New Year’s Day	January 1
Martin Luther King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after fourth Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year’s Eve	December 31 <sup>st</sup>

If a Holiday falls on a regular scheduled day off, the holiday time will be observed on the date designated by UMS. This will be the next regularly scheduled workday unless otherwise announced. Eligible, regular, active full-time employees will be paid for Holidays only if they are in active pay status prior to the last scheduled workday before the holiday and the first scheduled workday after the holiday. When a Holiday falls on a regularly scheduled day off, Holiday time will be observed on the date designated by the UMS. This will be the next regularly scheduled workday unless otherwise announced. If a Holiday occurs while an employee is on authorized vacation, the Holiday will not be charged against the vacation accrual. An employee may use earned annual vacation leave to observe the religious days of their faith with the coordination of the supervisor. Due to the nature of UMS services, it reserves the right to schedule any employee to work on Holidays. If the employee requests sick time before or after the observed holiday and such is not substantiated to the satisfaction of the supervisor, the employee will not receive Holiday compensation and may be denied sick benefit leave time.

## **5.2 Paid Vacation Leave**

Eligible, regular, active, full-time employees will accrue annual leave time from the day full-time employment begins. For the purpose of Section 5.2, the "employment year" is the twelve (12) month period beginning with the employee's date of employment or with the anniversary of such employment. An employee will start to accrue vacation from the day they start, but vacation shall not be granted or considered as earned until the completion of six (6) months of continuous employment. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. An employee is not permitted to borrow on or use annual leave time prior to the time that it is earned. Any employee whose employment is separated prior to completion of six (6) months of continuous uninterrupted active employment will not receive any vacation compensation because such time will not be considered truly earned by the employee. Vacation leave shall be accrued as follows:

- a. During the first three (3) "employment years"- 5/6 hour per day; 6.66 hours per month; ( Up to eighty (80) hours).
- b. During the fourth (4<sup>th</sup>) through the sixth (6<sup>th</sup>) "employment years"- 1-1/4 hours per day; ten (10) hours per month; (Up to one hundred-twenty (120) hours).
- c. During the seventh (7<sup>th</sup>) through the ninth (9<sup>th</sup>) "employment years"—1.67 hours per days; 13.33 hours per month; (Up to one hundred-sixty (160) hours).
- d. During the tenth (10<sup>th</sup>) and subsequent "employment years"—2.08 hours per day; 16.66 hours per month; (Up to two-hundred (200) hours).

An employee will not accumulate vacation leave while on an unpaid leave. Vacation time must either be used or forfeited. Vacation leave requests are to be approved at least fourteen (14) work days in advance in writing by the supervisor. Vacation leave must be used in increments of eight (8) hours or four (4) hours.

UMS will try to accommodate all vacation requests, but the needs of UMS and its operating efficiency will be considered foremost. Upon separation from UMS, employees will receive payment for accrued unused banked time vacation leave only if the employee has completed six (6) months of continuous active service. If an observed Holiday occurs during an employee's scheduled annual leave, no deduction from accrued annual leave will be made for the observed Holiday. An employee may add to their annual leave period by adding to or using the observed holiday period in place of accrued annual leave time if requested in writing prior to the granting of the annual leave. Any conflicting requests will be scheduled based upon seniority and/or the needs of UMS. It is the responsibility of the employee to make timely written requests during the year to use vacation hours provided. Any vacation hours not utilized yearly will be forfeited by years end.

### **5.3 Paid Sick Leave**

Eligible, regular, active, full-time employees, who have continuous uninterrupted active employment, will accrue one-half (1/2) day (4hrs.) per month, up to a maximum of forty-eight (48) hours per year. An employee may bank up to three hundred-sixty (360) hours of sick leave and will not accrue or bank any additional sick leave hours. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working such each month and/or being on authorized FMLA leave. An employee is not permitted to borrow against or take sick leave prior to the time that it is earned and eligible to use. Sick leave shall be considered a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity and sickness of the employee. Employees shall not accrue sick leave while on unpaid leave. Sick leave must be used in increments of eight (8) hours or four (4) hours. Employees are not compensated for unused accumulated sick time upon separation for any reason.

An employee will be required to provide a doctor's statement verifying any illness of or whenever abuse of sick leave may be indicated by continuous, or a series of absences or other circumstances or if sick time is requested before or after a vacation day or period, holiday, absent for sickness of more than two (2) consecutive days or other benefit time paid. UMS may require an employee to be examined by a doctor of its choice when a question arises about an employee's ability to return to work. Employees must notify the supervisor via telephone of an absence/tardy within one-half (1/2) hour of their shift and provide the reason for the absence/tardy and speak directly to the supervisor.

Leaving a message with the answering service does not meet the standard required. Employees are obligated to follow the above standard for each day they intend to be absent/or tardy unless other arrangements have been made with the supervisor. Employees who fail to meet the above standard will have such absence or tardiness considered as an unauthorized absence. Violation of this policy will result in disciplinary action, up to and including termination.

Employees are encouraged to schedule medical/dental appointments on off duty hours so as not to interfere with UMS operations. Appointments for medical treatments during regular business hours must have advance approval by the supervisor with documentation of all scheduled appointments. UMS may also request a physician's written certification of incapacity at any time, regardless of the sick leave hours requested or used from the employee's treating physician or from a physician chosen by UMS. This medical certification must be presented to the supervisor or designee upon the employee returning to work. UMS retains the right to request any employee at any time to provide a physician's certification of the employee's ability to perform all their regular job responsibilities. Maternity leave is considered as an authorized leave and the employee must use all earned benefit time. Sick time is for employee's illness only. Leave granted due to family members' illness is vacation leave or leave without pay.

#### **5.4 Leaves of Absences**

##### **(a) Unpaid Personal Leave**

Eligible, regular, active, full-time employees who have continuous uninterrupted active employment may request in writing an unpaid personal leave and the reasons for such for a period generally not to exceed three (3) calendar months for non-work related illness or injury. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. At the sole discretion of the Management, an employee may be granted an extension up to three (3) months additional time upon medical confirmation confirming the employees' ability to return to full duties upon expiration of the additional time if granted. Failure to have such medical confirmation will negate the approval of the extension. Benefit time will not accrue during this period and employees must use all applicable benefit time, including sick leave, if appropriate during the leave.

Granting or denying the leave is within the sole discretion of the UMS. Employees granted an unpaid personal leave will be offered the opportunity to continue their current medical, life insurance benefits so long as the employee pays the total applicable premium, (See 5. 6 COBRA) Employees who are granted unpaid personal leave are not guaranteed to return to their previous position or any position. Employees who are granted such leave will have their anniversary date adjusted to reflect the length of the leave and time off will run concurrently if approved.

The employee's failure to return to work on the day specified will be construed to be an involuntary resignation by the employee. Prior to returning from an unpaid leave of absence involving medical incapacity, an employee will be required to submit to the supervisor or designee, a medical certification from their treating physician certifying that the employee is able to resume all regular job responsibilities. This leave is not a substitute for the application of Family and Medical Leave Act and time off will run concurrently if approved under both policies. The total time allowed under Section 5.4 (a) including if FMLA leave time if applicable is up to six (6) months.

**(b) Family Medical Leave Act (FMLA)**

Pursuant to the Family Medical Leave Act of 1993, or as amended, any eligible employee who has been employed for at least one (1) year and for at least one thousand two hundred and fifty (1,250) hours during the preceding rolling twelve (12) month period is eligible for up to twelve (12) work weeks of unpaid leave each rolling calendar year. Benefit time will not accrue during FMLA and employees must use all applicable benefit time, including sick, if appropriate during the leave. Employees are obligated to complete the necessary (FMLA) documentation and certifications required to be reviewed by the supervisor. (See Attachment)

The FMLA must be for one of the following: birth and care of a newborn child; arrangement and placement of a child with the employee for adoption or foster care (within twelve (12) months of placement of the child); the care for an immediate family member( parent-child-current spouse-employee's own serious health, including any child for whom the employee has the day-to-day responsibility of raising), as defined by the FMLA. Employees eligible for such leave shall provide UMS with at least thirty (30) calendar day advance notice before the FMLA leave is to begin, except in cases of emergencies. Employees must complete the eligibility request for review by the Supervisor prior to the leave being granted. If the FMLA leave is for the employee's own serious health, sick leave will also be used in addition to all accrued applicable benefit leave time which must be utilized during the leave. Employees granted FMLA will be returned to the same or substantially similar position upon conclusion of the FMLA subject to the provisions and exceptions provided for by the Act. If you are eligible for FMLA leave as stated above and you are a spouse, child, parent or next of kin of a Covered Service Member, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a rolling twelve (12) month period to care for the Covered Service member.

**(c) Service Member Family Leave**

During the rolling twelve (12) month period, an eligible employee is entitled to a combined total of twenty-six (26) workweeks under this provision.

“Covered Service Member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

“Outpatient Status” means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Next of Kin” means the nearest blood relative of that individual.

“Serious Injury or Illness” means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces that may render the Covered Service member medically unfit to perform the duties of the member’s office, grade, rank or rating. Any request for a leave under the Service Member Family Leave provision must be supported by certification issued by the applicable health care provider.

#### **(d) Bereavement Leave**

Eligible, regular, active, full-time employees with continuous uninterrupted active employment may request a paid bereavement leave up to three (3) consecutive work days to attend the funeral/memorial service, if there is a death in the employee’s immediate family. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. Employees must make a written request to the supervisor or designee. Satisfactory proof of attendance at the funeral/memorial service must be provided upon the employee returning to work. “Immediate family” includes current spouse, child, parents, current parents-in-law, brother, sister, grandparent, and current step-child. Part-time, temporary, seasonal employees will be granted time off for bereavement leave but will not be paid for such time.

#### **(e) Jury Duty Leave/Other Court Attendance**

Eligible, regular, active, full-time employees who are summoned for jury duty or as a witness (not as a plaintiff or defendant or in any proceeding which is not directly related to UMS) in a court case will be granted paid leave for the duration of the period for which called, unless released earlier, and were otherwise scheduled for work. However, employees must deliver to UMS management a copy of the summons for jury duty received by the employee upon receipt of such and sign over any compensation received for serving to Management. Employees are required to return to work each day or portion of the day that they are not selected for jury duty or called as a witness. Part-time, temporary, seasonal employees will be granted unpaid leave if summoned for jury duty or as a witness in a court case.

#### **(f) Parental Leave**

Parents, guardians and custodial grandparents are entitled up to forty (40) hours of unpaid leave per school year, but no more than eight (8) hours per month to participate in the school activities of a child in grades Kindergarten through twelve (12). Employees must make a written request for parental leave at least seven (7) calendar days in advance, absent emergencies to their supervisor for approval. Employees granted the leave must use annual/personal benefit time during any absence. Employees must provide proof of such school activities.

### **(g) Military Leave**

Eligible, full-time or part-time, regular, active, employees who are members of the Armed Services of the United States, National Guard or Reserve Corps and called up to serve shall be entitled to leave without pay for one (1) year. The employee must present, prior to departure, both evidence of their call to service and affirmation of their intention to return to employment upon separation from service. The employee shall be entitled to be reinstated to their former position with no loss of seniority during their deployment if they return within one (1) year. Employees who enter the Armed Services of the United States shall be entitled to the rights provided in the Uniformed Services Employment and Re-Employment Rights Act, 38 U.S.C. 4301, as amended.

### **(h) Family Military Leave Act**

Under the Illinois Family Military Leave Act, eligible employees who are the spouses or parents of a person called to state or federal military service lasting longer than thirty (30) calendar days are eligible for unpaid leave up to thirty (30) calendar days. An employee is eligible if the employee has worked at least twelve (12) months and at least one thousand two-hundred fifty (1250) hours in the twelve (12) rolling months immediately preceding the requested leave. Benefit time will not accrue during such leave and employees must use all applicable benefit time during the Family Military Leave.

### **(i) Victim's Economic Security and Safety Act Leave**

In accordance with the Victim's Economic Security and Safety Act, 820 ILCS 180/1., eligible employees are entitled to take up to twelve (12) work weeks of unpaid leave during any twelve (12) month period that is a victim of domestic or sexual violence or has a family or household member who is a victim of such violence subject to the eligibility requirements of the Act. Benefit time will not accrue during such leave and employees must use all applicable benefit time available during the Victim's Economic Security and Safety Leave. The employee must submit a written request to the supervisor or designee for review and approval prior to the leave.

## **5.5 Health Insurance**

Eligible, regular, active, full-time employees are provided medical coverage. Coverage begins the first of the next month following ninety (90) calendar days of continuous uninterrupted active employment. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. All employees must accept or reject the insurance program within thirty (30) calendar days of their hire and execute the enrollment card during this period. Enrollment after the first thirty (30) calendar days may be achieved only by completing an enrollment card and "Evidence of Insurability Form" and acceptance by the carrier.

Further information regarding eligibility and the program may be found in the Summary Description Plan provided upon employment. It is the employee's responsibility to review and check with the provider for eligibility requirements and exclusions of coverage. UMS retains the right to: implement or change employee premium contributions, change options or plan design, exclusions, change the level of coverage, eligibility requirements, co-pays, out of pocket expenses, or scope of benefits with prior notice. During the open enrollment period, employees must provide documentation to support coverage requested for family members, i.e., but not limited to, marriage license, birth certificates.

Becoming Covered: You will be covered when: (1) your eligibility waiting period has expired, and (2) you are physically at work (or physically capable of being at work if your eligibility date is not a workday) and (3) UMS has received your completed enrollment card and the provider allows enrollment into the benefit. The following procedures must be used for adding dependents, deleting dependents or personal coverage or enrolling in the program, after the initial enrollment/rejection period.

A. Enrollment or Deletion of Employee Coverage: An employee may be eligible to enroll in the UMS benefit program after the initial rejection of the benefit. In order to determine eligibility, the employee must:

1. Complete an "Enrollment Request Form" indicating the individuals requesting coverage;
2. Submit the "Enrollment Request Form" for each individual to be covered to the Payroll Department for transmittal to the insurance provider for the approval; and,
3. If the insurance Company approves the "Enrollment Request Form", Coverage begins the month following ninety (90) calendar days of continuous uninterrupted active employment, following service provider's approval. If the insurance provider rejects the request, coverage will not be provided.

Deletion of Coverage: If an employee wishes to delete coverage for themselves and/or family members, the employee must complete a "Request for Change Form" and transmit it to the supervisor. Coverage and premiums due will cease as of the end of the calendar month in which the "Request for Change Form" was received by the supervisor.

Addition of Dependents: Employees must complete a "Request for Change Form" within thirty (30) calendar days of the birth of a new child to have coverage for that child. The "Request for Change Form" must be submitted immediately to the supervisor. To add dependents, other than a newborn, refer to Section A above and follow the steps outlined in "Enrollment", with the exception of number 1; which is to complete a "Request for Change Form" instead of an "Enrollment Request Form". Employees are required to show proof of dependent liability for each child claimed as their dependent. UMS assumes no responsibility for any employee or dependent not enrolled in the health insurance benefit in accordance with the above procedures.

## **5.6 Conversion/Post Employment Insurance Options (COBRA)**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 or as amended, (COBRA), eligible employees and their eligible dependents may be entitled to continue health insurance coverage for up to eighteen (18) calendar months upon the occurrence of certain events that would normally result in termination of coverage under the Plan documents. The cost of this coverage shall be paid by the employee, former employee or eligible dependent(s) and shall equal one hundred-two percent (102%) of the applicable current monthly health premium. A payment for the correct amount must be received prior to the end of the premium month for coverage to be continued. If the cost of health coverage changes during the period of time the separated employee is covered under the COBRA regulations, the employee's monthly premium will be adjusted.

## **5.7 Life Insurance**

Eligible, regular, active, full-time employees who have enrolled in the health insurance benefit receive twenty thousand dollars (\$20,000) of basic term life insurance following ninety (90) calendar days of continuous uninterrupted active employment. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. During the open enrollment period, employees may be required to provide documentation to support coverage. Consult Plan documents for more specific information and eligibility requirements. UMS retains the right to: implement employee premium contributions, change options or plan design, exclusions, change the level of coverage, eligibility requirements or scope of benefit without prior notice.

## **5.8 Social Security**

Employees are covered by the Social Security Act. Financing of the program is accomplished by the employee payroll deductions and through a corresponding percentage match by the building owner. Percentages are subject to change per the Federal, State guidelines and other applicable laws or regulations.

## **5.9 Workers Compensation/Unemployment Insurance**

Employees of Universal Management Services, Inc. are covered by Workers' Compensation and Unemployment Insurance. An employee who is injured from a cause arising out of, and in the course of the employee's employment may be eligible for benefits under Workers' Compensation. The employee must comply with all reporting procedures. Compensation payments begin from the first (1<sup>st</sup>) day of an employee's hospitalization or after the seventh (7<sup>th</sup>) work day following the injury if an employee is not hospitalized and if eligibility for such benefit has been determined.

## **5.10 Educational Assistance**

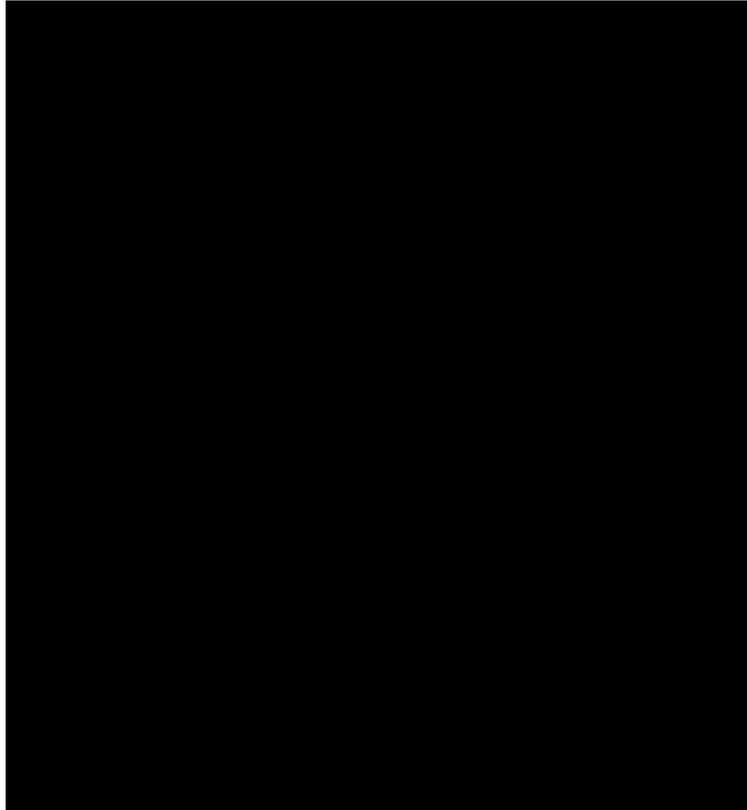
Educational assistance may be available per budget funding to employees to upgrade their skills and improve their performance. In order to be considered for assistance, an employee must be an eligible, regular, active, full-time employee and have at least one (1) years' service of continuous active service with Universal Management Services, Inc. Continuous uninterrupted active employment is defined as uninterrupted active service while the employee is in pay status by working. Courses will normally be scheduled outside of work hours and should not interfere with the employee's job performance. Courses must be job-related, and a passing grade must be achieved in order for the Company to provide assistance. Employees attending courses scheduled after work hours will not receive wage compensation for attending the course. In considering educational assistance requests for approval, emphasis will be placed on the potential benefits for the employee, property and Company. If an employee voluntarily leaves employment with UMS within three (3) years of the educational assistance reimbursement, the employee must pay back UMS for the reimbursement.

## **5.11 Genetic Information Nondiscrimination Act (GINA)**

The Federal law referred to as GINA prohibits Employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, UMS asks that employees and health care providers not submit any genetic information when responding to a request for medical information.

UNIVERSAL MANAGEMENT SERVICES, INC.

VI. DRUG AND ALCOHOL



## **VI. DRUG AND ALCOHOL POLICY**

Universal Management Services, Inc. is committed to the principle of keeping illegal drug use out of the workplace. Universal Management Services, Inc. hereinafter also referred to as (“UMS” or “Company” or “Employer”). It is expected that all employees will report to work in a condition ready to perform their duties. No employee shall report to work while under the influence of drugs and/or alcohol. Drug and alcohol use in the workplace endangers fellow workers, public safety, company morale, and productivity. The following policy is implemented in compliance with the Drug Free Workplace Act of 1988, or as amended, to maintain a drug-free, healthful, safe and secure working environment. (See Attachment)

Employees may occasionally take medication as prescribed by a doctor or receive over the counter drugs, which could impair their senses and performance. Any employee consuming such medication must advise their supervisor immediately to provide an assessment and determination of whether the employee can work without posing a safety hazard to the employee or others. Should adverse affects (i.e. drowsiness, unable to operate machinery, unable to drive a motor vehicle, etc.) be caused by the medication which could endanger the employee's safety and the safety of others, the employee will be sent home, using sick time or vacation time, if available, or without pay until the employee is able to resume normal job functions.

It is the policy of Universal Management Services, Inc. that the use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on Universal Management Services, Inc. premises or property is absolutely prohibited: alcoholic beverages, illegal drugs, controlled substances, marijuana, mood or mind-altering substances, “look alike” substances, designer counterfeit or synthetic drugs, inhalants, and any other drugs or substances which may in any way affect safety or work ability. This also includes the misuse of any prescription drugs or mood altering substance while on work time or property or reporting to work under the influence.

Universal Management Services, Inc. reserves the right to consult with a medial doctor or to request the employee provide a physician’s statement to determine if a drug or medication whether prescribed or not, produces hazardous or unsafe effects and may restrict the use of any drug or medication that has such effect.

Any employee, who feels that they may have a drug or alcohol dependency problem, even in its early stages, is strongly encouraged to seek diagnosis and follow through with the treatment as prescribed by qualified professionals in order to correct the problem as early as possible.

Employees convicted of any felony, criminal drug statute, or conviction of any alcohol related offense such as, driving under the influence must notify Universal Management Services, Inc. no later than five (5) days after such conviction. If an employee is convicted of any criminal drug statute or alcohol related offense occurring during business hours or while conducting UMS business will be terminated.

As a condition of your employment with Universal Management Services, Inc., you must abide by this policy. Universal Management Services, Inc. has the right to inspect or search its premises and property, including desks, company cars, storage areas and the like, should it reasonably suspect any employee of illegal or prohibited drug or alcohol activities. Universal Management Services, Inc. may require substance abuse testing under the following conditions:

1. If the Management Representative has reasonable cause to believe the employee could be under the influence of drugs and/or alcohol;
2. As part of a follow-up to counseling or rehabilitation for substance abuse;
3. When an employee is in possession of a suspected illegal substance on [the](#) property or while conducting UMS business; and,
4. If the employee is involved in an alleged work-related injury.

Any employee voluntarily seeking approved treatment for substance abuse or dependency should contact their physician. The employee's decision to voluntarily seek assistance will not be used against the employee or affect their employment status. Enrollment in a treatment program shall not be used to avoid discipline, discharge or application of UMS Policies. Any employee participating in a substance abuse rehabilitation program either voluntarily or as a condition of continued employment will be expected to meet job performance standards and comply with established work rules and the after care program as established by the provider. Failure to maintain compliance with the programs standards and requirements will lead to termination of employment.

All employees are expected to cooperate fully with any investigation under this policy. Failure to cooperate (e.g., refusing to submit to substance testing when ordered to do so), providing false information, or omitting information, will result in termination of employment. To assist in the understanding and administration of our Drug and Alcohol Policy, the following definitions of terminology apply:

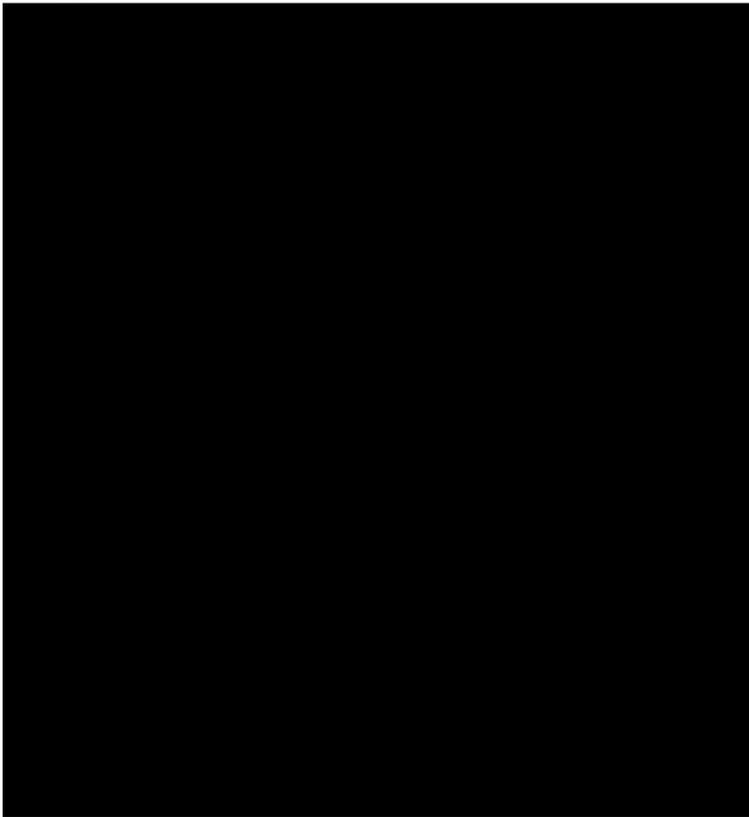
**Illegal drugs:** Drugs which are not legally obtainable and drugs that are legally obtainable, but have been obtained illegally or being used as not prescribed.

**Controlled substance:** Chemical substances and drugs controlled under the laws of the United States of America, or by applicable state law. Anything that one can consume, but not purchase at will.

**Property/Premises:** All property, facilities, land, offices, buildings, structures, fixtures, installations, equipment, automobiles, and parking areas, whether owned, leased, used, or under the control of Universal Management Services, Inc.

UNIVERSAL MANAGEMENT SERVICES, INC.

ATTACHMENTS



## EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT

I have received a copy of the Universal Management Services Inc., Employee Manual dated November 1st, 2012 and the FMLA Summary. I understand that I am expected to read, become familiar with and abide by the terms and conditions in the Universal Management Services, Inc. Employee Manual including any revisions thereto. Universal Management Services, Inc. policies, provisions, practices, procedures, rules, and other terms and conditions of employment and general description of current benefits and referenced attachments may be changed at the sole discretion of Universal Management Services, Inc. at any time, for any reason, with or without notice. I further understand that these policies, procedures, provisions, practices, rules, and other terms and conditions of employment and general description of current benefits and referenced attachments are not intended to be an offer of, or to create a contract of employment, either expressed or implied (written or verbal) or for any specific duration of time or to confer any additional employment rights. Additionally, I understand that these policies, procedures, practices, provisions, rules, and other terms and conditions of employment and general description of current benefits and referenced attachments are intended only to provide information about employment, current policies, provisions, practices, procedures, rules, and other terms and conditions of employment and general description of current benefits. In the event of a conflict between a provision of this Employee Manual and any applicable law, the law will govern. In the event of a conflict between a summary stated in this Employee Manual and any applicable benefit plan, the benefit plan terms will govern.

All employees are employed **“AT-WILL”** which means the employment relationship can be terminated at any time, for any reason, with or without cause or notice by either the employee or Universal Management Services, Inc..

\_\_\_\_\_  
**(Print) Employee Name**

\_\_\_\_\_  
**Employee Department**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

Cc: Human Resources

## EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT

I have received a copy of the Universal Management Services Inc., Weapons Policy. I understand that I am expected to read, become familiar with and abide by the terms and conditions of the Weapons Policy including any revisions thereto. This Weapons Policy is in effect for UMS employees or property staff employed at properties which are managed by Universal Management Services, Inc., acting as the Agent for the building owner.

\_\_\_\_\_  
**(Print) Employee Name**

\_\_\_\_\_  
**Employee Department**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**UNIVERSAL MANAGEMENT SERVICES, INC.  
CONFIDENTIALITY AGREEMENT**

As an employee of Universal Management Services, Inc., I understand that in the course of my employment with Universal Management Services, Inc., I may or in the future come into the possession of or have access to certain confidential, proprietary or privileged documents belonging to Universal Management Services, Inc. or affiliated associates. I understand that I will have possession of or have access to such information only because of my employment with Universal Management Services, Inc., I acknowledge that any such information that I possess or have access to is designated as private information, and I agree that the persons, conversations, materials and information that I come in contact with and to which I have access are to be treated in a confidential and professional manner and used only in the conduct of official Universal Management Services, Inc. business only and in compliance with terms and conditions denoted in the Employee Manual.

I agree to be bound by this Confidentiality Agreement and will take all necessary and appropriate steps to safeguard this type of information from disclosure to anyone who is not employed by or authorized by a Principal of the Company to receive or have knowledge of such information. I acknowledge and understand that any violation of this Confidentiality Agreement will result in disciplinary action, up to and including termination of my employment.

I have read and understand and acknowledge by my signature on this Confidentiality Agreement I am agreeing to be bound by the terms of the Confidentiality Agreement as stated above and including other provisions in the Employee Manual denoting such confidential, proprietary or privileged document obligations. Any violation of this Confidentiality Agreement, no matter when discovered, will result in loss of my employment and potential legal penalties to the fullest extent of the law.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

Cc: Human Resources

**UNIVERSAL MANAGEMENT SERVICES, INC.  
SECONDARY EMPLOYMENT REPORT AND REQUEST FORM**

Name \_\_\_\_\_

Department \_\_\_\_\_ Tel No. \_\_\_\_\_ Ext. \_\_\_\_\_

Job Title \_\_\_\_\_ Salary \_\_\_\_\_

**SECTION I – REPORT OF NO SECONDARY EMPLOYMENT**

To be completed by all employees in January of each calendar year or when intending to have secondary employment.

I am not currently engaged in any other employment, including employment on an independent contractor basis or self-employment (i.e. the employees own business) other than my employment by Universal Management Services, Inc.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION II – REPORT OF CURRENT OR PLANNED SECONDARY EMPLOYMENT**

Employees must complete the request forms in January of each calendar year or when secondary employment is requested during each calendar year. I am currently engaged in or I plan to engage in employment in addition to my current employment as follows:

**List all employment relationships, including independent contractor or self-employment arrangements.**

Employer	Employer Address	Position	Nature of Business	Hours of Work

To the best of my knowledge and belief, none of the foregoing employers do business with Universal Management Services, Inc. or any affiliated organization (e.g. Property Management Corporations, Private Managers, and Landlords etc.) EXCEPT:

Employer	Employer Address	Nature of Relationship to Universal Management Services, Inc.

I am requesting approval for my current or planned secondary employment.

---

Employee Signature

Date

Employee Print Name \_\_\_\_\_

**SECTION III – APPROVAL**

The following Management Representative(s) have reviewed the foregoing report and request for secondary employment and approves the request.

---

Approval:

Date

Cc: Human Resources

**UNIVERSAL MANAGEMENT SERVICES, INC.**  
**CONFLICT OF INTEREST DECLARATION/DISCLOSURE OF FAMILY**  
**RELATIONSHIPS**

1. Have you processed rental payments for family members or friends?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If yes, please indicate name and relationship: \_\_\_\_\_

2. Have you determined eligibility or recertified a family member or friend within the last six (6) months? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If yes, please indicate name and relationship: \_\_\_\_\_

3. Have you inspected a unit of a family member or friend within the last six (6) months?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If yes, please indicate name and relationship \_\_\_\_\_

4. Are you, or any household member(s) and immediate family member(s), involved (e.g. participant, owner of a building receiving Housing Choice Voucher assistance or manager of a building receiving HCV assistance) in the UMS programs?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If yes, please indicate name and relationship: \_\_\_\_\_

5. Do you exercise any influence over the entitlement of other program benefit for which you or a household family member may be eligible (e.g. you manage the rental market analyst group with the authority to approve rent increases and a close friend has submitted a request)? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If yes, please indicate name and relationship: \_\_\_\_\_

6. Do you benefit, financially or otherwise, in any way from your employment at UMS through relationships with participants, vendors, or others connected to the program?      **Yes**\_\_\_\_\_      **No**\_\_\_\_\_

If yes, please indicate name and relationship: \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Print Name)

Name \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Cc: Human Resources

## FAMILY MEDICAL LEAVE ACT POLICY SUMMARY

Universal Management Services, Inc. hereinafter also referred to as (“UMS” or “Employer”). If you have been employed by Universal Management Services, Inc. for at least twelve (12) months and have worked at least one thousand two hundred-fifty (1,250) hours during the twelve (12) month period preceding the start of the leave, and you work at or report to a worksite which has fifty (50) or more Universal Management Services, Inc. employees within a seventy-five (75) mile radius of that worksite, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one (1) or more of the following reasons:

Because of the birth of your child and in order to care for such child (within twelve (12) months after the birth of the child);

Because of the placement of a child with you for adoption or foster care (within twelve (12) months of the placement of the child);

In order to care for your spouse, child, or parents if they have a “serious health condition;”

Because of a “serious health condition” that makes you unable to perform the functions of your job; or

Because of any qualifying exigency (as the Secretary of Labor shall determine) arising out of the fact that your spouse, child, or parent is under a call or order to active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Serious Health Condition: For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following:

Hospital Care: Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

Absence Plus Treatment: A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider;

Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care;

Chronic Conditions Requiring Treatment: A chronic condition which: requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;

Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

Multiple Treatments (non-chronic conditions): Any period of absence to receive multiple treatment (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Service Member Family Leave: If you are eligible for FMLA leave as stated above and you are a spouse, child, parent or next of kin of a Covered Service Member, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a rolling twelve (12) month period to care for the Covered Service member. During the rolling twelve (12) month period, an eligible employee is entitled to a combined total of twenty-six (26) workweeks under this provision.

With respect to Service Member Family Leave:

“Covered Service Member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

“Outpatient Status” means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Next of Kin” means the nearest blood relative of that individual.

“Serious Injury or Illness” means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces that may render the Covered Service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Spouses Employed by the UMS: If your spouse also works for Universal Management Services, Inc. and you both become eligible for a leave under the above paragraphs, or for the care of a sick parent the two (2) of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling twelve (12) month period. In addition, if you and your spouse both become eligible for a leave under the Service Member Family Leave provision above or under a combination of the Service Member Family Leave provision above, the two (2) of you together will be limited to a combined total of twenty-six (26) workweeks of leave in any rolling twelve (12) month period, but if the leave taken by you and your spouse includes leave described in paragraphs above, that leave shall be limited to a combined total of twelve (12) workweeks of leave in any rolling twelve (12) month period.

Medical Certification: Any request for a leave or under the Service Member Family Leave provision above must be supported by certification issued by the applicable health care provider. You may obtain a certification form from the Human Resources Department. At its discretion, Universal Management Services, Inc. may require a second medical opinion and periodic recertification to support the continuation of a leave. If the 1st and 2nd opinions differ, a third (3<sup>rd</sup>) opinion can be obtained from a health care provider jointly approved by both you and UMS.

Intermittent Leave: If certified as medically necessary for the serious health condition of yourself or your spouse, child or parent, or to care for a Covered Service Member if you are a spouse, child, parent or next of kin to the Covered Service Member, leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, UMS may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

Notification and Reporting Requirements: All requests for leaves of absence must be submitted to the Human Resources Department at least thirty (30) calendar days in advance of the start of the leave (except when the leave is due to an emergency or is otherwise not foreseeable). A delay in submitting this request could result in a delay of the start of your leave. If your leave request is approved, you will receive an FMLA Response Form. You must also make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. In any case in which the necessity for leave is foreseeable, whether because your spouse, child or parent is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, you shall provide such notice to UMS as is reasonable and practicable. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension.

Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leave for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve (12) month period, unless you are a spouse, child, parent, or Next of Kin on leave to care for a Covered Service Member, in which case your leave is for up to twenty-six (26) workweeks in a rolling twelve (12) month period. An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge. A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes if applicable. However, you will not accrue any benefits during the period you are on a leave.

Employee Benefits During Family and Medical Leave of Absence: You will be permitted to maintain health insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse UMS for the costs and expenses associated with insuring you during the leave. If you have authorized voluntary benefit deductions and such leave is unpaid, you must make arrangements for the continuation of and payment of such premiums before you go on leave status.

Return from a Family and Medical Leave: If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks if you took a leave under the Service Member Family Leave provision, you will be restored to the same or to an equivalent position to the position you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. If the leave was due to your own serious health condition, you will be required to submit a fitness for duty certification from your health care provider stating that you are able to perform all the essential functions of the job prior to returning to work. If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be an involuntary resignation of your employment with Universal Management Services, Inc.

Key Employees: Certain highly compensated Key Employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Company’s operations. A “Key Employee” is a salaried employee who is among the highest paid ten percent (10%) of employees at that location, or any location within a seventy-five (75) mile radius. Employees will be notified of their status as a “Key Employee”, when applicable, after they request a Family and Medical Leave.

Coordination with Other Policies: You must substitute any accrued paid vacation days, personal time, and sick days, if applicable (if you otherwise qualify) or other benefit time for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on Family and Medical Leave. Similarly, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers’ compensation, will be counted toward your Family and Medical Leave.

<b>UNIVERSAL MANAGEMENT SERVICES, INC.</b> <b>SUPERVISOR'S OBSERVATION REPORT FORM FOR REASONABLE</b> <b>SUSPICION/POST ACCIDENT TESTS</b>
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Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed within twenty-four (24) hours of the time the incident occurred and the testing was initiated.

Employee's Name: \_\_\_\_\_

Date and Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Describe the Incident in Detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OBSERVATIONS**

Breath/Odor: ( ) Alcohol Smell    ( ) Drug Smell    ( ) Strong    ( ) Moderate    ( ) Faint  
                   ( ) None

Eyes:        ( ) Bloodshot        ( ) Glassy        ( ) Normal        ( ) Watery        ( ) Other  
                   ( ) Heavy Eyelids    ( ) Fixed Pupils    ( ) Dilated Pupils    ( ) Clear

Speech:     ( ) Confused        ( ) Stuttered        ( ) Thick-Tongued    ( ) Mumbled  
                   ( ) Fair                ( ) Slurred            ( ) Good                ( ) Not Understandable  
                   ( ) Other \_\_\_\_\_

Attitude:    ( ) Excited            ( ) Combative        ( ) Mood Changes    ( ) Indifferent    ( ) Talkative  
                   ( ) Insulting        ( ) Care-Free        ( ) Nervous            ( ) Sleepy            ( ) Cooperative  
                   ( ) Profane            ( ) Polite             ( ) Unusually Quiet    ( ) Disoriented    ( ) Other

Unusual     ( ) Hiccoughing     ( ) Belching        ( ) Vomiting        ( ) Fighting        ( ) Crying  
 Action:     ( ) Laughing        ( ) Hearing Things    ( ) Seeing Things    ( ) Blackouts        ( ) Other

Balance:    ( ) Needs Support    ( ) Falling            ( ) Poor Coordination ( ) Swaying        ( ) Other

Walking:    ( ) Falling            ( ) Staggering        ( ) Stumbling        ( ) Swaying        ( ) Other

Turning:    ( ) Falling            ( ) Staggering        ( ) Stumbling        ( ) Swaying        ( ) Hesitant  
                   ( ) Other \_\_\_\_\_

Appearance: ( ) Altered            ( ) Flushed Face     ( ) Blank Stare        ( ) Disheveled Clothing  
                   ( ) Tremors/Shakes    ( ) Needle Marks     ( ) Other \_\_\_\_\_

Cc. Human Resources