

DAVIS APARTMENTS

A Housing Authority of Mayfield Community

HOUSE RULES AND RESIDENT HANDBOOK

WELCOME

The Housing Authority of Mayfield owner of Davis Apartments extends a most sincere welcome. Providing decent living accommodations for low income families is our main concern. Applicants are placed in apartments suited to their family size and requested reasonable accommodation

Full and continuous cooperation between tenants and the owner is a must, if Davis Apartments is to operate in an efficient and economical manner. It is only through our combined efforts that the low rent quality of service can be continued.

The advice, instructions and regulations outlined within this document are a part of your lease and designed to provide a clear understanding between tenants and the owner

EMERGENCY PHONE NUMBERS

Police	911
Fire	911
Ambulance	911

DAVIS APARTMENT NUMBERS

Office Phone	270-247-3054
Office Fax	270-247-4954
Request for Maintenance	270-247-6391 Ext. 223

HOUSING AUTHORITY NUMBERS

Office	270-247-6391
Don Costello	Ext. 227
Donna Miller	Ext. 226
Angela Lozoya	Ext. 224
Debbie Zea	Ext. 222
Mike Cherry	Ext. 228
Chari Miller	Ext. 223
Anita England	Ext. 225

1. RESPONSIBILITIES

In order to keep your apartment, your rent must be paid when due, report any change in income or family size, maintain your apartment and meet the obligations of your lease.

2. LEASE

To insure a clear understanding of the privileges and responsibilities of living in Davis Apartments, you are given an opportunity to review the lease with management. Observance of all provisions of the lease and this handbook assures a good relationship between you the tenant and owner, the Housing Authority of Mayfield. .

3. SECURITY DEPOSIT

You are required to make a security deposit. See your lease for specific amount and return policy.

4. PAYMENT OF RENT

As stated in your lease, rent is due and payable in full on or before the 1st of each month. Payments may be made at the Housing Authority's Operations Center, 312 Brookside Dr. or placed in the Drop Box at the Davis Apartment's Community Center. Late fees will be charged in accordance with your lease. All payment must be a check or money order, no cash is accepted. A \$25.00 fee will be charged for all returned checks

Failure to make rent payments by the end of the grace period stated in your lease will result in the owner issuing an eviction notice and assessing a \$30.00 service fee.

5. ANNUAL RE-EXAMINATION

Each resident is required to participate in a re-examination process during which family income, composition, deductions and other factor used to determine your rent will be reevaluated. If you can't make your appointment at the specified time, you **MUST** call the office to reschedule as soon as you can. Failure to do so may result in the loss of housing assistance.

6. USE OF DWELLING

Your apartment is intended for the sole use of the people listed on your lease. Guests are not allowed to stay with residents longer than 14 days in any calendar year. Your apartment may only be use for residential purposes. Residents who care for related children more than 14 days in a calendar day must obtain written permission of the owner.

7. RENTERS INSURANCE

The owner recommends that each resident obtain renter's insurance to protect against loss or damage to personal property. The owner is not responsible for loss or damage to resident's property caused by or due to fire, bursting, stoppage or leaking of water or other casualty the term casualty means any sudden unexpected or unusual event arising from human or natural causes. The owner is not responsible or liable to tenants, tenant's invitees any occupant or any other claiming by or through the tenant for any injury or damage resulting from acts or omissions of persons occupying property adjoining the apartment or for any injury or damage resulting to tenant or tenant's property caused by or due to fire, bursting, stoppage or leaking of water or other event.

8. RIGHT OF ENTERING

Management reserves the right to enter your apartment for the purpose of making repairs and conducting inspections. A minimum of a 2 day (48 hour) notice will be given by the owner in most cases, but in the event of an emergency no notice will be given. Resident authorizes entry of maintenance when a repair request is made.

The owner will cooperate with the law enforcement and the courts when executing the proper court orders allowing their entry.

9. KEYS

Tenants will be furnished with two sets of all necessary keys at move-in. Lost or additional keys may be obtained by contacting the Facilities Department. Residents are not allowed to install locks of any kind or remove the owner's locks.

10. PUBLIC HOUSING LOCKOUTS

If you become locked out of your apartment a fee will be charged if maintenance staff must respond.

11. ALTERATIONS

Tenants are not allowed to alter, repair, paint, or paper inside or outside their apartment. Ceiling fans may only be installed by a qualified individual after receiving permission of the owner.

12. SERVICE REQUESTS

Requests for service or repairs must be made through the Facility Department located in the Operations Center 312 Brookside Dr. by calling the number on the front page. A member of the maintenance staff will respond in accordance with type of service requested. At night, on weekends and holidays maintenance staff will respond to EMERGENCY request as determined by the owner's policy. The Facilities Department phone is answered 24 hours a day.

Request for service or repairs made directly to staff found on site will not be recorded or completed.

13. CHARGES FOR MAINTENANCE AND REPAIRS

In accordance with the lease tenants will be charged for damage other than normal wear and tear caused by the tenant, their guests, or visitors to the owner's property. Such charges will appear on the tenant's next monthly statement.

14. PETS

A. Exclusions

1. This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all Housing Authority facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.
1. This policy in all respects will pertain to disabled families with the exception of the fees, which will be waived.
2. Housing Authority's pet policy prohibits all reptiles and animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating. Some examples of animals that have a reputation of having a vicious nature are: reptiles, Rottweiler's, Doberman Pinschers, Pit-bull dogs, chows, German shepherds, mixed breed animals and/or any animal that displays vicious behavior. This determination will be made by a Housing Authority representative prior to the execution of the pet policy lease addendum.

Section I.

1. Pet ownership: A resident may own one or more domesticated household pets or have one or more domesticated household pets present in the dwelling unit of such resident, subject to the following conditions:
 - A. Each Household may own up to two pets, if one of the pets is a dog or cat, (or other four

legged animal), then the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.

- B. If the pet is a dog or cat, it must be neutered or spayed by the age of six (6) months, and cats must have their front claws removed by the age of three (3) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the animal shelter. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or de-clawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit at all times. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. All soiled litter must be put in a plastic bag and disposed of in trash receptacle. Also, the weight of a cat cannot exceed 15 pounds (fully grown) and a dog may not exceed 40 pounds in weight (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).
- C. If the pet is a bird, it shall be housed in a birdcage.
- D. If the pet is a fish, the aquarium must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- E. If the pet is a cat or dog, it must have received rabies and distemper inoculations and boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.
- F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other residents' lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the animal shelter or other appropriate facility.
- G. All authorized pet(s) must be under the control of an **ADULT**. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets, which are unleashed, or leashed and unattended, on Housing Authority property, may be impounded and taken to the local animal shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the Housing Authority staff has to take a pet to the animal shelter the Resident will be charged \$50 to cover the expense of taking the pet(s) to the animal shelter.
- H. Pet(s) with the exception of dogs may not be left unattended for more than twenty-four consecutive hours. Dogs may only be left unattended for twelve consecutive hours. If it is reported to Housing Authority staff that a pet(s) has been left unattended for more than the above specified hours, Housing Authority staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the Housing Authority will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.

2. **Responsible Pet Ownership:** Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit.
3. **Prohibited Animals:** All reptiles, and animals or breeds of animals that are considered by the Housing Authority to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit-bull dog, Chows, German Shepherds and/or any animal that displays vicious behavior. This determination will be made by a Housing Authority representative prior to the execution of this lease addendum.
4. Pets shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and therefore disturbs any person at any time of the day or night. The Housing Authority may terminate this authorization for a pet if the pet(s) disturbs other residents under this section. The resident will be given ten calendar days to make other arrangements for the care of the pet or the dwelling lease will be terminated. The Resident may request a hearing, which will be handled according to the Housing Authority's established grievance procedure
5. If the animal should become destructive, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Authority will notify the resident, in writing, that the animal must be removed from the Housing Authority property within 5 calendar days of the date of the notice from the HAP. The pet may remain with the resident during the hearing process unless the Housing Authority has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the Housing Authority, the pet must be immediately removed from the unit upon receipt of the notice from the Housing Authority.
6. The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the Housing Authority property. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in an appropriate garbage receptacle. If the Housing Authority staff is required to clean any waste left by a pet, the resident will be charged \$50 for the removal of the waste.
7. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be charged a fee of \$25.00. If this same situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the Housing Authority.
8. The Authority will issue pet tags for dogs and cats, which must be attached to the front door screen. Any dog or cat found on Housing Authority property without a tag will be removed and taken to the animal shelter.

Section II. SCHEDULE OF INITIAL FEE AND MONTHLY FEES
FEE SCHEDULE

(An Initial Deposit is required for each pet)

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Caged Pets	\$200

Note: The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable initial fee and monthly fee for each pet.

The initial pet fee must be paid in full, prior to the execution of the pet agreement. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy. The monthly fee will be charged for your pet on your monthly statement of charges.

The monthly fee shall be paid at the time rent is due each month. The initial and monthly fees are not reimbursable in the event that the pet for reason is removed from the premises during the month. However, if the pet dies, it may be replaced without having to pay another initial fee. THERE SHALL BE NO REFUND OF THE INITIAL OR MONTHLY FEES.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease (a serious violation) and the Housing Authority may issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions set forth in the Grievance Procedure, as applicable. The resident will be given a chance to correct the problem before eviction.

Residents are not allowed to pet sit and visitors are not allowed to bring their pet on to Housing Authority property. The Housing Authority considers this to be a serious violation of the lease.

15. PEST CONTROL

The owner has contracted with a professional exterminator for the treatment of pest. Tenants are not permitted to use any over the counter pest control products as this interferes with material used by the extermination contractor. Tenants must report the presence of any type of pests to the Facilities Department

16. INFECTIOUS DISEASES

Tenants need to report infectious diseases to the Graves County Health Department or their health care provide and follow their instructions

17. CONDUCT OF CHILDREN IN COMMUNITY

Tenants are responsible for the conduct of visiting children and are responsible for damages and disturbances caused. Residents will be charged for damages caused by their children to any

Housing Authority property. These charges will appear on your monthly statement and are payable in full. In an effort to minimize the likelihood of damage caused by children the Housing Authority has banned the following: spray paint, B-B guns, archery sets, slingshots, paint ball guns, air guns, fireworks and other similar items. Management will confiscate these items from children which will be returned to their parent/guardian upon meeting with management.

Tenants are reminded the Housing Authority has defined near, as it relates to criminal activity, as near if the criminal activity happened within Graves County, Kentucky

18. UNIT INSPECTION

One or more representative of the owner will inspect each apartment, community building and ground at least once a year. HUD and/or Kentucky Housing Corporation may conduct inspections in addition to those performed by the owner. Tenants will be given a minimum of 2 days (48 hours) notice.

19. PERSONAL MESSAGES

Management will not accept or deliver messages, telephone calls or deliveries. Welfare checks may be performed at the manager's discretion.

20. EXTERIOR DOORS

When using the air conditioner or heat, keep your exterior closed this will help keep your utility bills as low as possible. The storm door should never be used for security or in place of the primary exterior door when heating or cooling.

21. CARE OF FLOORS

The proper care of your floors is of great importance.

Clean tile and vinyl floors as follow:

- 1.** Clean floors with warm water and a mild detergent. Rinse floors with clean warm water.
- 2.** After cleaning floors a specially prepared wax for tile/vinyl floors should be applied according the manufactures' directions. Do not use *Future, Mop & Glow*, or other hard waxes.
- 3.** Never use solvents, oil or greasy material on tile/vinyl floors as this will damage the floor.
- 4.** To prevent furniture from damaging the tile floor place coasters between the floor and

legs of the furniture.

Care of carpet:

- 1 Vacuum daily.
2. Clean spots with a carpet cleaner following the manufactures direction.
- 3 No more than once a year, have the carpet cleaned.
- 4 To prevent furniture from damaging the carpet place coasters between the floor and legs of the furniture.

22. CARE OF WALLS AND CEILING

Wall may be washed with a warm water and mild detergent as necessary. The textured ceilings should not be washed. Do not install wall paper, borders, or contact paper.

23. WINDOWS AND WINDOW SCREENS

Screens may be removed for cleaning but they must be reinstalled promptly. Screens may not be removed and stored. Windows are equipped with locks and for the tenants safety the owner recommends tenants use those Windows when open for ventilation should be closed tightly and locked. Improperly closed windows will adversely affect tenants' utility costs.

24. CARE OF STOVE

The most important item to keep clean is the burners and under the top where grease and food items collect. The stove top must be cleaned after each uses using a damp cloth and mild detergent. Weekly, clean under the stove top, oven and broiler. Every three months in addition to the above the stove should be pulled out and cleaned.

25. CARE OF REFRIGERATORS

Daily, wipe up spills and spots on the exterior paying special attention to the door seals. Refrigerators need to be cleaned inside using a solution of baking soda and warm water monthly after removing all items. Every three months in addition to cleaning the inside, the exterior, coils and behind the refrigerator must be cleaned.

26. HEATERS/AIR CONDITIONERS

The furnace and air conditioner in the tenant's apartment will be serviced at the beginning of each season. It is recommended that the thermostat be set at 72 degrees for heating and 75

degrees for cooling.

27. VENTILATION

Tenants are responsible for using ventilating fans and ventilating their apartment. Proper ventilation will provide for a healthier environment inside your apartment.

28. KITCHEN SINK DRAIN

Tenants are not to pour food or cooking grease down the drain. All food items and grease must be removed before washing and the basket strainer should also be used at all times. The basket strainer should be cleaned after each use.

29. RADIO, TELEVISION AND SATELLITE ANTENNAS

No antennas of any kind are to be installed. Satellite dishes are permitted provided written consent from the owner is obtained. The satellite dish installer must also meet with maintenance staff prior to installation.

Quiet time is between 10:00 pm and 7:00 am, please remember your neighbor does not want to hear your TV or radio so turn it down.

30. CLOSET AND CURTAIN RODS

Do not remove mini blinds, curtain rods or shower rods and hooks. Do not over fill the closets as this may cause damage the doors or cause the doors to fall off the track. The utility closet containing the water heater and furnace is not to be used for storage.

31. CARE OF SHOWER

Clean shower weekly. Do not use abrasive cleaners, such as Comet or scratch pads. Use products such as, Magic Eraser, 409 or any cleaner recommended by manufacture for cleaning fiberglass showers.

32. PICTURE HANGERS

Small nails and picture hangers should be used. Large nails, screws and adhesives are not allowed.

33. ABANDONED PERSONAL PROPERTY/ NOT LIVING IN UNIT

If the tenant leaves any items including leased or rented items in or outside their apartment after

moving out (as indicated by returning of keys to owner) the owner will dispose of the items. The cost of removal and disposal will be charged to the tenant.

Should you not live in your unit for 6 months, we will consider it abandoned and will take possession of the property, per HUD Regulations.

34. DISPOSAL OF GARBAGE

The owner has furnished each apartment with adequate containers for garbage. One container placed at the kitchen doors is intended for use by both apartments. All garbage shall be placed in a plastic bag; plastic shopping bags may be used, before being placed in the container. Garbage is collected once a week and it is likely tenants will not have the same container returned to them after collection.

Tenants are not to store items for recycling outside their apartment and such items must be removed from the tenants' apartment weekly.

35. CARE OF YARDS

Tenants are responsible for the yard around their apartment. Yards must be free of litter. Tenants will be charged \$10.00 for each item that is picked up by the owner. Digging and general abuse of yards is not permitted. Tenants are not allowed to drive or park on any yard area at any time for any reason. Tenants may plant flowers and vegetables only in areas permitted by the owner. Tenants may not plant trees without written consent of the owner and only where allowed by the owner. The owner and the owner's contractors will take precaution not to damage tenants' plants during maintenance activities, but the owner is not responsible for any damage.

36. PORCHES

Only furniture designed specifically for outdoor use is allowed on front porches. Swings shall not be fastened to the ceiling of porches. Hooks and other type fasteners shall not be installed by the tenant.

Refrain from storing any flammable materials on the premises, i.e. Kerosene, gasoline and explosives or to permit any act deemed hazardous by the Housing Authority which would create fire or that would increase the rate of insurance on said premises or building. In the event the Resident causes a fire, the Resident agrees to pay the Housing Authority insurance deductible amount as damages and shall remove all belongings from a fire damaged apartment.

37. BICYCLES/TRICYCLES/RIDING TOYS

Bicycles are not to be ridden on walks within Davis Apartments. Riding toys for children visiting tenants may only be ridden on the walk in front of the tenants' apartment. Bicycles are to be stored inside the tenant's apartment or on the parking area. Children's toys must be kept inside

the tenant's apartment when not in use.

38. EXTERIOR PLAY EQUIPMENT (TOYS)

All exterior play equipment such as but not limited to swing sets, pools and basketball goals are not allowed.

39. PARKING

Residents who own, have use of or wish to park a vehicle in space restricted for residents must abide by the following:

1. Residents must register all vehicles owned and/or operated by their household with the Housing Authority (HA).
2. Vehicles of people visiting for more than one day (24 hours) must be registered with the HA and the visitor must pay a \$5 fee.
3. Visitors must park in areas not reserved for residents, such as streets
4. Residents and visitors must display a Housing Authority Provided parking permit.
5. Residents parking permits will cost \$5 per year payable when the initial parking permit is issued and annually at recertification thereafter for each vehicle owned and/or operated by a household.
6. Vehicles which are not operable or not properly licensed are not allowed on Housing Authority property
7. Residents are not allowed to wash or repair vehicles with the exception of changing a flat tire or cleaning the interior.
8. Parking, stopping, or driving on yard areas (grass) is not allowed for any reason.
9. Failure to properly display or possess a valid parking permit or comply with all other parking and vehicle rules will result in a \$50 fine and/or towing of the vehicle at the vehicle owners expenses.

Parking shall be in accordance with owner's regulations and all city ordinances. Repair of vehicles is not allowed. All vehicles must be in working order, road worthy and properly licensed or they will be towed at the vehicle owner's expense. The owner will leave a notice of violation at least 24 hours before towing.

40. CARPET INSTALLATION

Tenants with tile floors may install carpet provided the carpet is jute backed and is secured to the tile floor with carpet tape only. No other type of carpet fastener is allowed. Should the carpet become unserviceable or a hazard as determined by the owner the tenant must remove the carpet and carpet tape

41. SMOKE ALARMS

Each apartment is equipped with a hardwired smoke detector. Tenants are not allowed to remove, adjust, or in any way tamper with the smoke detector to do so will result in a \$50.00 charge. Tenants test the smoke detector(s) in their apartment monthly and promptly report any smoke detector not working properly to the owner.

42. EXTERIOR WATER USAGE

Outside water usage is restricted to the following:

- Watering gardens – Monday – Thursday 8:00 am to 10:00 am
- Cleaning trash cans – Monday – Thursday 8:00 am to 10:00 am
- Car washing is not allowed
- Visiting children are not allowed to play in the water.

43. BARRED PERSONS

The Housing Authority maintains a list of persons barred from Housing Authority owned property for criminal or other disturbances of Housing Authority residents. It is the responsibility of all residents to verify with management to the Barred List status of any visitors or guests. Having a barred person in your apartment or in a vehicle on housing authority property is a direct violation of the lease and will result in eviction.

BARRED POLICY – (FOR THOSE ON THE LIST)

Persons on the Barred List will be removed based on the following procedures.

- 2 years** – General Nuisances
- 3 years** – Domestic Violence Charges (or until DVO expires)
- 5 years** – Drugs. Consisting of Drug Possession & Paraphernalia & Possession of a Controlled Substances
- 5 years** – Violent Crimes (Without Weapons)
- 10 years** – Trafficking in drugs, weapons, etc.
- 10 years** – Violent Crimes (With Weapons)

For persons on the barred list their time will start from the day they are placed on the list. Once they have completed the above policy, they will be removed from the Barred List. The Executive Director can shorten the policy based on circumstances.

44. GRIEVANCE PROCEDURE

Purpose:

This procedure has been adopted to provide a forum and procedure for residents to seek a just and efficient settlement of grievances against decisions made by the owner, Housing Authority of Mayfield (MHA).

Applicability:

HUD has determined that the applicable laws of the State of Kentucky require residents be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. Therefore MHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

- A. Any activity that threatens the health, safety or right to peaceful enjoyment of MHA premises by other residents or other employees of MHA
- B. Any drug-related criminal activity on or off such premises.

MHA grievance procedure shall not be applicable to disputes between tenants not involving MHA or to class grievances. This grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and MHA Board of Commissioners.

Definitions:

Complainant is defined as any MHA tenant whose rights, duties, welfare or status are, or may be, adversely affected by MHA action or failure to act and who files a grievance or complaint with MHA with respect to such action or failure to act.

Grievance is defined as any dispute with respect to MHA's action or failure to act in accordance with Lease requirements, or MHA action or failure to act involving interpretation or application of MHA's regulations, policies, or procedures which adversely affects the rights, duties, welfare or status of the complainant.

Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance.

Hearing Officer is defined as the executive director.

Days as used herein shall mean calendar days.

MHA is the Housing Authority of Mayfield, Kentucky (MHA), a public body corporate and politic organized and existing under the laws of the State of Kentucky.

Notice as used herein, unless otherwise specifically provided, means written notice. Notices to the complainant shall be sent via first class mail, other notices may use electronic format unless specified differently below.

Resident shall mean the adult person (or persons) other than a live-in aide who resides in the unit and who executed the lease with MHA as lessee of the dwelling unit, or, is the remaining head of the household of his/her resident family residing in the dwelling unit.

Incorporation in Lease:

This grievance procedure shall be incorporated by reference in all leases between residents and MHA, whether or not so specifically provided in such leases

Informal Settlement of Grievance:

Any grievance shall be personally presented in writing to the Davis Apartments' Office staff or to the site office staff, if one exists, in which the complainant resides within 10 calendar days of the event causing the grievance so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 calendar days with one copy mailed to the resident and one copy retained in the resident file. The summary shall specify the names of the participants, date of meeting, the nature of the proposed disposition of the complaint and specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complaint is not satisfied.

If the grievance is determined to fall within one of the two exclusions mentioned above, then within 10 calendar days of presentation of the written grievance, the complainant will be sent written notice of such exclusion.

Hearing Procedures:

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing which shall include:

- A. The opportunity to examine before the grievance hearing any MHA documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such documents available for examination upon request by the complainant, MHA may relay on such document(s) at the hearing.
- B. The right to be represented by counsel or other person chosen as complainant's representative and to have such person makes statements on the complainant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.

- D. The right to present evidence and arguments in support of complainant's complaint, to controvert evidence relied upon by MHA and to confront and cross-examine all witnesses upon whose testimony or information MHA relies.

If the complainant fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed 10 calendar days or may make a determination that the party has waived their right to a hearing. The complainant shall be notified of the hearing officer's determination. Provided, that a determination that the complainant has waived their right to a hearing shall not constitute a waiver of any right the complainant may have to contest MHA's disposition of the grievance in the appropriate judicial proceeding.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under rules of evidence applicable to judicial proceedings. The hearing officer shall require MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order 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.

The complainant or MHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Decision of the Hearing Officer:

The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and a copy of the hearing officer's decision shall be retained in the complainant's file.

The decision of the hearing officer shall be binding upon MHA which shall take all actions, or refrain from any actions, necessary to carry out the decision of the hearing officer. A decision in favor of MHA which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to judicial proceedings, which may thereafter be brought in the matter.

MHA Eviction Actions:

If the complainant requested a hearing involving a MHA notice of termination of tenancy and the hearing officer upholds MHA's action to terminate the tenancy, MHA may not commence eviction in State court until MHA has received the hearing officer's written decision.

45. EMERGENCIES & DISASTERS

CALLING FOR HELP

This is your first, most important action. Emergency service personnel are there, ready to help, but must know what the problem is, how serious it is and where it is. Don't evict. Don't try to put out the stove fire. Don't start searching for the missing child. Call, and above all do not hang up until the dispatcher tells you to hang up.

ARE YOU PREPARED

Preplanning – The time to consider emergency action is before the emergency, and then you will be better prepared.

Possessions – What if your home or car were destroyed by fire, tornado or other accident? Could you accurately report your possessions to your insurance company? One way is to take photos of each room – several views. Develop these, multiple sets, store in safety deposit box and give copies to friends or relatives to keep.

Evacuation Check List – If your home is on fire you have to leave at once. You can't take a chance on going back in because life is more important than any property.

What if you do have to leave home suddenly? What do you take? You need to decide beforehand, but you should think about it and have evacuation items together or at least clearly marked. You'll need to preplan. Think about it; make the list, then proceed. Try loading everything on your list into your car with your family. If everything does not fit, rework your list until it all fits. Tailor your list to your needs, but here are some suggestions:

Important Papers	Keepsakes
Clothing for the weather	Valuables
Emergency Food	Sleeping bags / blankets
Portable radio & batteries	Camping Equipment
Games / Reading materials	Water
Special Medications	Toilet articles
Flashlight & batteries	Tools
First Aid Kit	

Home Survey – Study your home, correct any hazards. Are poisons out of reach of children? Are extension cords under rugs or hanging on shelves or hooks? Are exits blocked? Are windows in bedrooms blocked by furniture?

Evacuation Plan – Do you have one for your home? Sketch your home, show evacuation routes from each room. Practice, making sure all family members knows the routes.

Emergency Information – Does a family member have a medical problem? Are any family members' invalids or disabled? If so there should be a note on the front door and their window should be marked.

Emergency Supplies – Do you have an adequate first aid kit? Does everyone know where it is? Is it kept stocked and up to date? Do you have a fire extinguisher in the home? Do not keep the fire extinguisher by the stove; you may not be able to reach it if the stove is on fire. Do you have a flashlight, portable radio and fresh batteries? Do you have large plastic bags and masking tape to cover broken windows? Do you keep a two week supply of food and some way to prepare it?

Assembly – If you must leave your home suddenly be sure to have a meeting place outside where everyone will gather so you can make sure everyone is out. People have been seriously injured or killed going back into a home for a person who left using a different door.

Relocation – Each family should have a relocation site where they will meet if there is an emergency. How do I get the family together?

Pets – You need to prepare for the welfare of your pets as well as your own. In major emergencies a collar and leash are not enough. Do you have a pet carrier? Do your pets have all of their identification on them? Can you assemble quickly a pet kit, including medication, water, food and litter as needed?

Around Town – You are not always at home. Your family may be at several different locations. Do you know where they are? Does every member have identification on them at all times containing name, address, who to contact (friend or relative), telephone numbers and other pertinent information.

REACTING TO AN EMERGENCY

Accidents – You can be most effective by keeping calm. Call 911; give them all the information they need. If someone else is available to make the call, have them do so, while you care for a victim. Use your first aid training to assist the victim, but when in doubt – DON'T. Stop bleeding by pressing directly on the wound.

Do not move an accident victim if there is any suggestion of head, neck or back injury. Do only the procedures you have been trained to do. Keep others from the victim. Have someone lead EMS to the scene. If a person is trapped, do not try to free them.

If drugs or poisons are involved, try to find out what kind and tell the 911 dispatcher. Save any bottles, pill containers, etc and give to EMS. If time allows have someone else call poison control. Do not have the victim vomit unless told to do so by poison control or the 911 dispatcher.

Animal Bites – A special case. If you can do so safely, capture the animal or have someone to

follow the animal to report where it is to officers. Every person who is bitten by an animal needs to be seen by a doctor, even if it is a household pet. Call 911 if the bite appears to be serious.

Winter Storm – If you suspect a major winter storm is on the way, try to get your family home. Listen to weather updates; check battery powered equipment, check supply of fresh batteries and supply of emergency food. Stay inside during the storm; do not overexert yourself by shoveling. Make sure to dress properly if you must go out.

Earthquake – Keep calm, DO NOT panic. If indoors, stay there. Get against an inside wall, stand in a doorway or lie under a desk or table. If outside get away from buildings, go to an area clear of walls, poles and downed wires. If you smell gas, leave the building at once. Remember there will be aftershocks. If you are inside, get outside after the first main shock.

Electric Short – Suddenly there is a short in some piece of equipment in your home and you hear crackling and/or there is a small fire. Do not attempt to unplug the appliance, get out and call 911.

Fire – When there is a fire in your home or you smell smoke, get out. Remember extinguishers are to put out small fires such as a pan on the stove and to clear an escape route. Do NOT try to fight the fire. Heat and smoke rises. Get as low as you can and crawl to an exit. Check doors before opening. If the door feels hot, or has smoke seeping in around it, do not open. Go out a window.

Do not be a dead hero. If one of your family members is trapped inside, do NOT go back in. The fire department is only moments away and they have the proper equipment to go in safely. You can more successfully save the trapped person by telling the fire department someone is trapped and just where they are trapped at.

Flooding – Local flooding is possible when the Mayfield area receives a heavy rain. If there is heavy rain, listen to the weather for up to date information.

If you are told to evacuate, trust the authorities and remember your evacuation plan. Load your car, leave immediately and return only when the authorities tell you to do so.

Gas Leak – If you smell gas, open windows and door to ventilate your home. Go outside; call ATMOS Energy from a cell phone or a neighbor's phone. If you smell a strong gas odor outside, call 911.

High Winds – If winds begin blowing hard, check all outside items and secure. If your home is damaged by the winds, call 911. Stay inside and away from windows or skylights. If electric wires are down, do not go near them or anything touching them.

Lightening – Stay inside and away from electrical objects during an electrical storm. Turn off

and unplug TV's, computers and other electronic devices. If your home is struck by lightning, contact 911.

Missing Person – Finding a missing person can be seriously complicated by the behavior of relatives who sometimes spend hours searching before calling 911.

If a person is lost, family should first check the house and immediate vicinity. Call friends or relatives who might have the child. If you do not find the person, call 911 at once.

While waiting for the police, write out a description of the missing person, locate a recent photo and stay home. A relative should stay at the house at all times to answer the phone and report if the missing person returns home.

Power Failure – If the power goes out in your home, determine if it is just your home or the neighborhood. If it is just your home, call Mayfield Electric and Water System. If the who neighborhood's power is out and Mayfield Electric and Water System phones are busy, don't bother to call again. They will be aware of the situation and will restore power as soon as possible. Food will keep in the refrigerator and freezer for at least two days if you don't open the doors. Do not call 911 unless you have an emergency.

Tornado – City officials are in direct contact with the weather service. If tornado conditions exist, shelter is your best protection. If you are warned of tornadoes in the area, or see one, move immediately to the interior of your home. Stay away from windows. Be sure you have your battery powered radio and other emergency items. If you see a tornado, call 911 advising them of where it is in relation to your home.