

The Housing Authority of Mayfield extends to you a most sincere welcome. Providing decent living accommodations for low income families is our primary concern. Applicants are placed in apartments suited to their family size. Reasonable accommodations will be made to extent possible when necessary.

Full and continuous cooperation between residents and management is a must, if the development is to operate in an efficient and economical manner. It is only through our combined efforts that this program can be continued.

The advice, instruction and regulations outlined on the following pages are a part of your lease and are designed to provide a clear understanding between residents and management.

EMERGENCY PHONE NUMBERS

Police	911
Fire	911
Ambulance	911

HOUSING AUTHORITY NUMBERS

Office	247-6391
Work Orders	Ext. 223
Section 8	Ext. 224
Public Housing	Ext. 225
Public Housing	Ext. 226
Don Costello	Ext. 227
Facilities Director	Ext. 228

Davis Apartments: 247-3054

Work Order: 247-6391 Ext. 223

After Hours Maintenance 247-6391 (Answering Service will answer)

1. RESPONSIBILITIES

In order to keep your housing, rent must be paid when due, rent is based on family composition and income; therefore, any changes in family income or composition must be reported to your manager, in writing, within 10 calendar days of the change. These changes must be reported before the close of business of the 20th of the month to be effective the first of the following month. Residents are responsible for the conduct of their family and visitors.

2. LEASE

To insure a clear understanding of the privileges and responsibilities of living in this community, residents are given an opportunity to review their lease with management and are provided a copy. Observance of all provisions of the lease and this handbook assures a good relationship between resident and management. Fair and impartial treatment of all residents is the goal of the Housing Authority.

3. SECURITY DEPOSIT AND UNUSED RENT

Applicants are required to pay a \$200.00 security deposit at the time the lease is signed. At the termination of your occupancy, the security deposit and any unused rent will be applied against any damage to the dwelling unit, any delinquent rent, or other charges. Ordinary wear and tear is not considered as damage. Any excess money shall be refunded to the former resident by mail within 30 calendar days after final inspection and posting of utility charges. The security deposit will not be refunded if the resident has not given a proper notice.

4. PAYMENT OF RENT

Rent is due and payable in full on or before the 1st day of each month without demand. All payments, including rent, are received at the central office located at 312 Brookside Drive. A \$30.00 late fee will be charged for all payments received after the 7th day of each month. All payments made to the Housing Authority must be by check or money order no cash will be accepted. A fee of \$30.00 will be charged for all returned checks and after 2 returned checks, no personal checks will be accepted.

A \$30.00 eviction charge is added to resident accounts for payment not received by the 8th day of the month and a 14 Day Notice of Eviction will be served. Failure to comply with the demands of the 14 Day Notice of Eviction within the 14 days will result in the eviction being sent to the courts.

5. ANNUAL RE-CERTIFICATION

Each resident is required to participate in an annual re-certification. Residents will be notified of their re-certification appointment. If you can not make the appointment time we have scheduled for you, you must call the office at least 48 hours before your appointment. You must speak with your caseworker and reschedule your appointment. Failure to keep or reschedule your appointment could result in the termination of your residency.

6. USE OF DWELLING

Boarders, lodgers or subletting your home, is not permitted. Visitors are welcome; however, such visits are limited to short periods of time not to exceed 14 calendar days during any 12 month period. Persons who have been evicted and/or terminated from any program administered by the Housing Authority and owe the Housing Authority any sum of money are not allowed on Housing Authority property until all sums owed have been repaid and may be place on the Barred List.

Residents are not to allow any person not listed on the lease to use the resident's address for any purpose, on any document or to any business or government agency.

If a resident is absent from their unit for six (6) consecutive months their residency is terminated and the resident must vacate their unit (as per HUD regulations).

Changes in resident's family composition must be reported to the management to insure proper rent is charged and documentation is kept up to date.

7. RENTERS INSURANCE

The Housing Authority recommends that each resident obtain renter's insurance to protect themselves against loss or damage to personal property. The Housing Authority is not responsible for damage to resident's personal property.

8. RIGHT OF ENTRY

Management reserves the right to enter resident's unit for purpose of making inspections or repairs provided one of the following happens:

- Management provides the resident with a written 48 hour notice of intent to enter. The written notice may be an individual notice or may be included with/on the monthly calendar sent to all resident.
- Resident makes a request for maintenance services.
- Complying with court orders

Management will enter a resident's unit without notice if a condition is believed to exist which is hazard to life or will damage housing authority property.

9. MAILBOX / HOUSEHOLD KEYS

Residents are furnished with all necessary keys. Lost keys may be replaced through purchase at the management office. Residents may not install locks of any kind on any door in their unit.

When you move in, it is your responsibility to obtain your mailbox keys from the Mayfield Post Office (located at West Broadway & S. 9th St). The mail system is our way of communicating with you. If your mail is returned to us, we will issue you an Eviction Notice.

10. LOCKOUTS

If an adult resident finds themselves locked out management will unlock the door, with proper identification. A fee will be applied to the resident's account for this service. Maintenance **WILL NOT** unlock or provide access to any unit outside of office hours.

11. ALTERATIONS

Resident are not permitted to make any alterations, repairs, changes, paint, or replace light fixtures inside or outside their unit unless written authorization is received from the Director of Facilities.

12. SERVICE REQUESTS

Request for service or repairs must be made through the office. Repairs will not be made with our work order. Emergency repairs will only be made after regular work hours. The Facilities Department will determine if the resident's request is an emergency. Housing Authority phones are answered 24 hours a day.

13. CHARGES FOR MAINTENANCE AND REPAIRS

Charges will be made for damage or destruction of property or equipment if caused by residents or others such as but limited to visitors, guests, family members or neighbors. The cost of any damages will be listed on your billing statement and must be paid by the 1st of the month.

A Drink Machine is provided for the tenants and guests of the Mayfield Housing Authority. Drink Machines are located at the Community building on Brookside Dr, S. 14th St & Marion Circle. **There will be NO refunds or exchanges.** If anyone in the Housing Authority damages the drink machines, we will prosecute and you will have to pay the damages (this includes juveniles). Anyone that does not live in the Housing Authority will also be prosecuted. We do have Cameras and ARE Watching. If the machines are misused they will be removed by the Housing Authority.

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.
 - I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the animal shelter. A statement containing the weight of the pet must be provided to the Housing Authority prior to the execution of this agreement and upon request by the Housing Authority.
- 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 bulldog, 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 Fee and monthly fee is required for each pet)

Type of Pet	Initial Fee	Monthly Fee
Dog	\$100	\$10
Cat	\$100	\$10
Caged Pets	\$ 20	\$ 5

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

Residents are required to report the presence of pest to the Facilities Department work order desk. The Housing Authority's pest control contractor will make regular inspections of all units and apply pesticides as necessary. This service is included in the rent, but residents must do their part in keeping their unit clean and free of trash and clutter. Residents are prohibited from applying any pest control product as these will interfere with the Housing Authority's pest control program. Failure to cooperate with the Housing Authority's pest control contractor or program the resident may be assessed charges or termination of assistance.

16. INFECTIOUS DISEASES

Residents are asked to report any case of infectious or contagious diseases to the Graves County Health Department who will provide you guidance

17. CONDUCT OF CHILDREN

Parents are responsible for the care and conduct of their children. 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, fire works and other similar items. Management will confiscate these items from children which will be returned to their parent/guardian upon meeting with management.

18. UNIT INSPECTION

A representative of the Housing Authority will conduct an inspection of each unit at least once per year, more often if necessary. Residents will be given 48 hour advance notice of inspection.

19. PERSONAL MESSAGES

The Housing Authority cannot deliver messages or accept telephone calls for residents. The management will at the request of a family member check on the well-being of residents..

20. EXTERIOR DOORS

Residents are required to keep their prime exterior doors and windows tightly closed when the heating and air conditioning systems are in use. Storm and/or screen doors should be latched to prevent damage from the wind.

21. CARE OF FLOORS

Tile floors should be cared for as follows:

1. Clean with lukewarm water or if necessary a weak solution of mild soap and water. After washing, rinse with clear water.
2. After cleaning, a specially prepared wax for tile floors should be used in accordance with the directions on the container..
3. Oily or greasy material should never be used on these floors.
4. Do not use products like Future, Mop & Glow, or other hard waxes.
5. Prevent damaging the tile floors by placing “coasters” between the floor and legs of furniture.

22. CARE OF WALLS AND CEILING

Keep walls clean by washing them whenever necessary with soap and water. Wallpaper, borders and/or contact paper is not permitted and the resident will be charged for their removal. It is the resident’s responsibility to keep the walls of their unit clean.

23. WINDOW SCREENS

Screens that are designed to be removed may be removed for cleaning, but must be promptly re-installed after cleaning. Screens not designed to be removed may be cleaned by washing with clean water and a soft brush, like those used on cars. All screens must be kept secured and not removed. All damage to screens will be repaired and charged to resident.

24. CARE OF RANGES (COOK STOVE)

The most important item in caring for a stove is keeping the burners, under the top, the oven and other surfaces clean. Grease splatters and boil over's should be cleaned after each occurrence. Remove burners and drip pans for cleaning. The best cleaning results are achieved by using a mild soap and warm water solution on a cool stove. Special care should be taken with gas knobs and oven door handles. Do not make adjustment to the stove, if adjustments are necessary turning a service request. If unfamiliar with how to clean the stove please contact the management

25. CARE OF REFRIGERATORS

- 1.** To clean the outside of the refrigerator use a lukewarm solution of mild soap and water rinsed and dried.
 - 2.** A solution of baking soda and warm water is recommended for cleaning the inside surfaces.
 - 3.** Use the handle when opening the refrigerator and freezer doors, the oils in the skin can destroy the rubber door seal. Do not use knives or ice picks to remove anything stuck to the freezer as this can cause damaged for which the resident is responsible.
 - 4.** Door gaskets must be cleaned weekly with a glass cleaner such as Windex.
- Residents with question about the use and care of their refrigerator or any other item supplies by the Housing Authority are asked to contact the management. Residents may be charged for replacement of damaged door gaskets if not kept clean.

26. HEATERS/AIR CONDITIONERS

The furnace/air conditioner is serviced by the Housing Authority at the beginning of each season. Filters are changed on a regular schedule throughout the year. Heating and cooling are regulated by the thermostat, which should be set to AUTO and the desired temperature. Recommended maximum (highest) setting for heating is 72 degrees and the minimum (lowest) setting for cooling is 76 degrees.

27. VENTILATION

Residents are responsible for maintaining proper ventilation of their unit throughout the year. The amount of ventilation needed depends upon the outside temperature, weather conditions, and the resident's use of the unit. Failing to provide proper ventilation will result in the wall, ceiling and floor becoming damp or wet causing damage and unhealthy conditions. Residents are responsible for all damage caused to their unit.

28. KITCHEN SINK DRAIN

Cooking grease and food are not to be poured down any drain. The sink strainer must remain in place except for cleaning. Chemicals such as lye and Draino should not be used. Keep items such as matches, pins, coffee grounds, grass, mop strings, and broken glass out of the drain to prevent a stopped up drain. Remember neglect on the resident's part may result in a charge.

29. RADIO, TELEVISION AND ANTENNAS

No antennas of any type may be installed. Residents may have satellite dishes installed provided written authorization from management is obtained. Residents must respect their neighbors, by maintaining no loud radios, TV and/or musical devices. Quiet is enforced between 10:00 pm and 6:00 am.

30. CURTAIN RODS

Residents are not to remove curtain rods, mini blinds or shower curtain hooks.

31. CARE OF SHOWER

Rinse the shower and/or tube after each use and clean weekly using a non-abrasive cleaner such as 409 or a cleaner recommended for fiberglass.

32. PICTURE HANGERS

Small nails may be used to hang items on walls. Residents are not to use screws, large nails or anything sticky. Neglect to follow the rules may result in charges.

33. ABANDONED PERSONAL PROPERTY / NOT LIVING IN UNIT

Furniture and/or other property, including leased or rented items left in the unit, yard and/or storage areas after moving out will be disposed of by the management at the former resident's expense.

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. GARBAGE PICK UP

Management has furnished each unit with access to adequate containers. Residents must remove trash daily from their unit. All trash must be placed in a plastic bag before depositing in the trash container. Residents living in Northeast, Southwest and replacement houses are required to place their trash container at the curb no later than 7:00 am on the scheduled pick-up day and return to the rear of their unit after collection, failing to do so will result in a \$50 charge. Items stored for

recycling must be kept in a container with a tight fitting lid and removed weekly. Recyclables not stored in a container with a tight fitting lid or not removed weekly will be removed by the Housing Authority with the resident charge \$50. If Maintenance is notified to remove your trash you will be charged \$50.00 per trash can. Trash containers are to be stored only in the rear of the unit.

35. CARE OF YARDS

Residents are responsible for the care of the yard around their unit and street in front of their unit. The lawn must be kept free of all paper, bottles, plastic, toys, bicycles, auto parts and other debris. Residents will be assessed a \$10.00 fee for each item picked up out of the resident's yard and/or street. Digging and general abuse of turf and plants will result in charges. Fencing or barriers of any kind are not permitted. Residents who desire to maintain their yard by mowing and trimming may do so with written authorization of management. Resident may plant flowers in designated areas only, but once planted the flowers become the property of the Housing Authority. The Housing Authority's lawn care contractor will take reasonable precautions not to damage flowers, but will not be responsible for damage.

36. CARE OF WALKS

Residents are responsible for the care of all sidewalks leading to and in front of their unit all year long. This includes keeping walks free of ice, snow, toys and anything else which causes a hazard.

37. BICYCLES/TRICYCLES/RIDING TOYS

Bicycles and riding toys are not to be ridden on sidewalks, parking lots, around community centers or the Central Office buildings. All riding toys are to be stored in the rear of the unit and may be chained to the close-poles. The number of bicycles and riding toys stored outside may not exceed the number of people on the lease. Mayfield Housing Authority will charge \$10.00 per toy that is left in the front yard or on the porch.

38. EXTERIOR PLAY EQUIPMENT (TOYS) AND LAWN FURNITURE

Exterior play equipment such as but not limited to swimming/wading pools, slip-n-slide, basketball goals, swing sets and play structures are not allowed. Lawn furniture (furniture designed for outside use) is the only type of furniture permitted on the front porch. Resident provided storage buildings of any type are not allowed. You will be charged \$25.00 per item, if any of these items are in your yard, and will be removed by Maintenance.

39. PARKING

Residents who own and park a vehicle in a space restricted for residents must abide by the following:

1. Resident must register all vehicles owned and/or operated by household members with the Housing Authority.
2. Visitors of residents living at Northeast and Southwest must park on the street
3. Visitors of residents living at Willow must park on the street or in the community center parking lot.
4. Resident must display a Housing Authority provided parking permit.
5. Resident parking permit will cost \$5.00 per year per vehicle payable at move in then at annual recertification.
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 leaning 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 minimum charge of \$50.00 and/or towing of the vehicle at the owner's expense.

Parking shall be accordance with Housing Authority regulations, city, county and state laws. Any vehicle that is not in compliance with these rules and laws risks being fined and/or towed at the owner's expense.

40. CARPET INSTALLATION

Residents may install jute-backed carpet that is held in place with carpet tape only. Carpet is not allowed to be glued down. Upon moving out the resident must remove any carpet they have placed.

41. SMOKE ALARMS

Each unit is equipped with a hard wired smoke detector, which in the presence of even a small amount of smoke, like burnt toast will sound. Residents are required to test the smoke detector(s) in their unit monthly. If after testing the smoke detector fails to respond or at any time malfunctions contact the management office at once.

Smoke detectors are place in each unit for the resident's safety, residents are not allowed to tamper with or disconnect smoke detectors, and doing so will result in a minimum charge of \$50.00.

42. EXTERIOR WATER USAGE

Water usage is allowed only during the times stated below violation will result in a minimum charge of \$50.00

- Watering of gardens in approved areas Monday-Thursday 8 am to 10 am
- Cleaning of building and trash cans Monday-Thursday 8 am to 10 am
- Only during summer school break are children allowed to play with **SPRINKLERS** Monday-Thursday 2 pm to 3 pm

Water use restrictions do not apply to units that have water check meters in service.

43. BARRED PERSONS

The Housing Authority maintains a list of persons barred from Housing Authority owned property for but not limited to:

- Criminal history and/or activity
- Disturbance of residents
- Being a party to a resident's lease violation
- General nuisance
- Being an evicted/terminated tenant/program participant
- Any activity determined by the Executive Director to be unacceptable

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 and/or modify the conditions of being a Barred Person based on circumstances. Only the person barred may seek to have the conditions of being barred removed/modified.

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 Housing Authority of Mayfield (MHA).

Applicability:

HUD has determined that the applicable laws of the State of Kentucky require residents to 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: Any activity that threatens the health, safety or right to peaceful enjoyment of MHA premises by other residents or employees of MHA for 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 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, sell, distribute, or use of a controlled substance.

Hearing Officer is defined as an impartial person selected by MHA who did not participate in the decision grieved or is a subordinate of the person(s) participating in the decision grieved.

Days as used herein shall mean calendar days.

MHA is the Housing Authority of Mayfield, Kentucky (MHA), a public body corporate and politically 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 the 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 MHA Central Office staff or to the site office staff, 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 MHA's 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.

Formal Grievance Hearing:

Request for a hearing shall be submitted personally in writing to the MHA central office staff or to the site office staff, in which the complainant resides within 10 calendar days of the date of the summary of the informal settlement conference. The written request shall specify the reason(s) for the grievance and the relief sought.

The grievance hearing shall be conducted by a hearing officer appointed by MHA.

If the complainant does not request a hearing in accordance with this grievance procedure then MHA's disposition of the grievance at the informal settlement phase shall become final.

The hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to the complainant, hearing officer and MHA. A written notification specifying the time, place and procedures governing the hearing shall BE sent via first class mail to the complainant, hearing officer and MHA.

Reasonable accommodations for persons with disabilities will be provided by MHA.

Hearing Procedures:

The hearing shall be held before a hearing officer.

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

The complainant shall have 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 rely on such document(s) at the hearing.

The complainant shall have the right to be represented by counsel or other person chosen as complainant's representative and to have such person make statements on the complainant's behalf.

The complainant shall have the right to a private hearing unless the complainant requests a public hearing.

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.

A. A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing, if the hearing officer determines that the issue(s) has been previously decided in another proceeding.

If the complainant or MHA 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 and MHA 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.

At the hearing the complainant must first make a showing of an entitlement to the relief sought and thereafter MHA must sustain the burden of justifying MHA's action or failure to act against which the complaint is directed.

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 MHA. 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 unless the MHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that the grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and MHA.

A decision by the hearing officer or Board of Commissioners 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. EMERGENCY & 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 panic. 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. Print multiple sets, store in safety deposit box and give copies to trusted friends and 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 the list until it all fits. Tailor the list to our needs, but here some suggestions:

Important papers	Keepsakes	
Clothing for the weather	Valuables	
Emergency Food	Sleeping bags /	blankets
Portable radio & batteries	Camping equipment	
Games / Reading materials	Water	
Medications / oxygen	Toilet articles	
Flashlight & batteries	Tools	
First aid kit		

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. If you do not have some place to go you should go to a local shelter.

Home Survey – Study your home, correct any hazards. Are prisons 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. Practices making sure all family members know 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 non-perishable food and some way to prepare it?

Assembly – If you 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 number 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 the 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 away 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 after shocks. 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 cracking 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 where they are trapped.

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 the windows and doors in an effort to ventilate your home. Go outside; call ATMOS Energy from a cell phone or a neighbor's phone. If there is a strong gas odor present outside call 911.

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

Lighting – 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 first than the Housing Authority.

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

If a person is lost, family should first check the house and immediate vicinity. Call friends and/or relatives who might have the child; if these efforts are unsuccessful in locating the missing 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 home 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, neighborhood or the entire city. If it is just your home, call Mayfield Electric and Water System. If the whole 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 the doors are not opened. Do not call 911 unless you have an emergency.

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.

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 battery powered radio and other emergency items. If you see a tornado, call 911 advising the dispatcher of where the tornado is in relation to your home (location).