U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2003

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan
Agency Identification

PHA Name: Housing Authority of the City of High Point

PHA Number: NC006

PHA Fiscal Year Beginning: (mm/yyyy) 01/2003

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices
☒ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☐ Public library
☒ PHA website
☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒ Main business office of the PHA
☐ PHA development management offices
☐ Other (list below)

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5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☒ The PHA's mission is: (state mission here)
The mission of the Housing Authority of the City of High Point is to provide eligible families and individuals with adequate housing, economic advancement and homeownership opportunities without discrimination.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS**. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers: 50 vouchers per year in accordance with current NOFA requirements.
- ☒ Reduce public housing vacancies: Removal of the elderly only designation for NC006003 and NC006008, combining efficiency apartments to make 1 and 2 bedroom units and extending outreach activities.
- ☒ Leverage private or other public funds to create additional housing opportunities: $ 2 – 3 million
- ☒ Acquire or build units or developments: Secure additional property for homeownership development at a rate of 50 units per year.

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☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) 90%
- ☒ Improve voucher management: (SEMAP score) 100%
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections) additional in house and industry specific staff training
- ☒ Renovate or modernize public housing units: air condition all public housing units
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:
- ☒ Provide voucher mobility counseling: continue to improve the Dissemination of availability of rental data during voucher briefings
- ☒ Conduct outreach efforts to potential voucher landlords. Periodic meetings with existing and potential voucher landlords in addition to targeted mailings.
- ☒ Increase voucher payment standards. Continue to adjust payment standards to match and/or exceed by 10% , the current FMR's
- ☒ Implement voucher homeownership program:
- ☒ Implement public housing or other homeownership programs: Continue to emphasis the sale and marketing of existing 5h homes and other public housing units suitable for homeownership.
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Oher: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment
Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Continue a monthly review of goals vs. rental data and the use of such data in marketing available units.

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☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: A minimum of 40% of all families assisted by public housing will be required to be extremely low income, however, marketing activities and associated measurements and restrictions will recognize the PHA homeownership goals in developments suitable for homeownership.

☒ Implement public housing security improvements: A minimum of 40% of all families assisted by public housing will be required t be extremely low income, however, marketing activities and associated measurements and restrictions will recognize the PHA homeownership goals in developments suitable for homeownership.

☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

☒ Increase the number and percentage of employed persons in assisted families: Currently, 875 individuals reside in public housing developments who are between the ages of 17 and 62 which are not otherwise disabled. Of this total, 367 or approximately 42% have some form of earned income. There are 1019 individuals residing in those families assisted under the Section 8 HCV program between the ages of 17 and 62 that are not otherwise disabled. Approximately, 54% of these individuals, or 549. The agency's goal is to have an average increase in earned income to 50% for public housing individuals and 60% for section 8 housing choice vouchers participant family members.

☒ Provide or attract supportive services to improve assistance recipients' employability: The PHA operates a HUD sanctioned Moving-To-Work (MTW) program that receives the support of the Employment Security Commission, Guilford Technical Community College, Job Link, and the Guilford County Workforce Board.

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities. Continue existing Certified Nursing Assistant training and Congregate Housing Program.

☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: Provide for tracking of all assisted families and marketing activities to new families by computer. Provide outreach efforts to diversified families and where necessary, advertisement concerning the availability of housing, opening and closing of waiting list and/or other marketing efforts in local non-minority and minority operated newspapers.
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability. Achieve the mission of the PHA, including marketing management, community service, maintenance, modernization, and financial administration equally, in accordance with approved policies and procedures and without discrimination.
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: In accordance with Section 504 and the Fair Housing Amendments Act of 1988, the PHA has and/or will, make structural modifications to its dwelling and non-dwelling facilities, make reasonable accommodations, or a combination of both to permit individuals and families with disabilities to take advantage of the housing programs administered by the PHA; however, in making reasonable accommodations or structural modifications for otherwise qualified person(s) with disabilities, the PHA is not required to (1) make each of its existing facilities accessible or make structural alternatives when other methods can be demonstrated to achieve the same effect, (2) make structural alterations that required the removal or altering of a load bearing member, (3) provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level and (4) take any action that would result in a fundamental alteration in the nature of the program. The PHA will consult with a local advocacy group for disabilities to better address the needs of persons with all varieties of disabilities.
- ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

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Annual PHA Plan
PHA Fiscal Year 2003
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

- ☐ **High Performing PHA**
- ☐ **Small Agency (<250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The Housing Authority of the City of High Point updated its Admissions and Public Housing policy, Tenant Selection and Assignment plan, Public Housing Dwelling Lease Agreement (plus amendments) and its Section 8 Administrative Plan and Moving to Work Plan during the fiscal year 2001. The agency further modified, its Procurement and Disposition Plan, its Grievance Procedure and its Homeownership Plan during the fiscal year of 2002. Minor updated to the public housing Admissions and Occupancy Policy and the Section 8 Administrative Plan were presented to the Board of Commissioners on 9/11/02 in addition to an addendum to the Section 8 Administrative Plan to accommodate Homeownership Opportunities. This plan addresses a number of issues with which the Authority is concerned. These include, but are not limited to:

1. Equal opportunity and affirmative fair housing activities;

2. Addressing the housing needs of our community;

3. Maintaining responsible, accurate and detailed fiscal record-keeping and the full accountability of all agency funds;

4. Providing for suitable counseling to assisted families relative to developing a household budget, meeting household obligations (especially rent, utility and/or mortgage payments), the establishment of a clean, safe and sanitary environment for their family and home ownership responsibilities.

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5. Providing for regular building, apartment and site inspections, including suitable maintenance of property and equipment allowing for accommodations of families and individuals that are safe, decent, clean and affordable;

6. To achieve and maintain the highest possible performance ratings with respect to resident satisfaction, management performance, financial responsibility , and care of physical property;

7. Provide and/or secure the availability of a wide range of community services as may be needed by the diverse resident population, included, but not limited to the youth, elderly, disabled and economically disadvantaged;

8. Increase security measures in and around public housing communities and target a reduction in all types of crime in these neighborhoods and to promote safe neighborhoods;

9. Improve the marketability of its public housing units by providing, through the responsible application of its capital fund program amenities similar to those provided to private assisted and non assisted housing in the community; and

10. Enhance the public image of the Authority by focusing on positive achievements of the families assisted by the agency.

Major initiatives to be undertaken during the 2003 fiscal year include the continuation and expansion of the agency's 5(H) Homeownership and outright purchase Homeownership programs, implementation of the agency Section 8 Homeownership Program, economic improvement for families through the PHA's MTW program, especially for those families determined eligible to relocate back to properties revitalized through the HOPE VI program and the preparation/submission of a new HOPE VI application for the Authorities two oldest assisted developments. The PHA plans to reduce and/or eliminate hard-to-market efficiency apartments at Elm Towers (NC006008) and Astor Dowdy Towers (NC006003). In reducing and/or eliminating efficiency units, the PHA will combine efficiency apartments to make spacious one bedroom units. Plans include the elimination of a minimum of 40 efficiency units at Elm Towers and if financially feasible, the elimination of all 60 such units. These would be replaced with a single one bedroom unit for each 2 efficiency units eliminated. At Astor Dowdy Towers, the elimination of a minimum of 21 efficiency units would occur and if financially feasible, the elimination of 14 additional units may occur. These would be replaced with 2 one bedroom units for each 3 units of the 21 that would be eliminated and if feasible, the additional 14 efficiency units would be replaced with 7 one bedroom units. Relocation expenses/costs will be paid to those families/individuals that will be required to move.

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iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☒ Admissions Policy for Deconcentration
☒ FY 2003 Capital Fund Program Annual Statement
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ PHA Management Organizational Chart
☐ FY 2000 Capital Fund Program 5 Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan

☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☐ Other (List below, providing each attachment name)

NC006A02.DOC – Grievance Procedure
NC006B02.DOC – Rent Burden Analysis
NC006C02.DOC – Identification of Resident Board member
NC006D02.DOC – List of Resident Advisory/Council Members
NC006E02.DOC – Organizational Chart
NC006F02.DOC – Statement of Progress in Meeting the 5-Year Goals and Missions Statement
NC006G02.DOC – Deconcentration and Income Mixing Analysis
NC006H02.DOC – Homeownership Policy
NC006I02.DOC – CFP Annual Statement/Performance and Evaluation Reports – 2000 through 2004
NC006J02.DOC – CFP Replacement Housing Factor Reports – 2000 through 2004
NC006K02.DOC – Project-Based Section 8 Vouchers
NC006R02.DOC – Pet Policy
NC006T02.DOC – CFP 5 Year Action Plan
NC006U02.DOC – Admissions Policy (Excerpt) for Deconcentration
NC006V02.DOC – 2003 Annual Plan
NC006W02.DOC – Addendum to Section 8 Administrative Plan for Homeownership
NC006X02.DOC – Public Housing Admissions & Occupancy Plan
NC006Y02.DOC – Section 8 Administrative Plan
NC006Z02.DOC – Initial Voluntary Conversion Assessment

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for	Annual Plan: Capital Needs

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	any active CIAP grant	
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter

families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2743	5	5	N/A	N/A	5	5
Income >30% but <=50% of AMI	2298	5	5	N/A	N/A	5	5
Income >50% but <80% of AMI	2906	3	3	N/A	N/A	3	3
Elderly	1721	4	4	N/A	N/A	4	4
Families with Disabilities	50	5	5	N/A	N/A	5	5
Race/Ethnicity	3841	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2000-2004

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☒ Other housing market study
Indicate year: 1999

☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s**. Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List

Waiting list type: (select one)
- ☐ Section 8 tenant-based assistance
- ☐ Public Housing
- ☒ Combined Section 8 and Public Housing
- ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	1358		
Extremely low income <=30% AMI	1061	78%	
Very low income (>30% but <=50% AMI)	277	20%	
Low income (>50% but <80% AMI)	19	2%	
Families with children	932	69%	
Elderly families	50	4%	
Families with Disabilities	163	12%	
White/Non Hispanic	263	19%	
Black/Non Hispanic	1072	79.5%	
Amer Indian	4	.5%	
Hispanic	10	1%	
Characteristics by Bedroom Size (Public Housing Only)	405		442 (Total)
1BR	186	46%	85
2 BR	160	40%	167
3 BR	53	13%	138
4 BR	6	1%	47
5 BR	0	0%	5
5+ BR	0	0%	0

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Housing Needs of Families on the Waiting List
Is the waiting list closed (select one)? ☒ No ☐ Yes (SEE BELOW) The 0/1 BR waiting list for Elm Towers (NC006008) and Astor Dowdy Towers (NC006003) was closed on or about 9/23/2002 to permit relocation activities as may be needed to accommodate the conversion of efficiency units into one bedroom units. It is anticipated that the waiting list for these units would be closed all of 2003. If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration

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☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

☒ Apply for additional section 8 units should they become available
☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☐ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☒ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

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☐ Seek designation of public housing for the elderly
☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

☐ Seek designation of public housing for families with disabilities
☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
☒ Affirmatively market to local non-profit agencies that assist families with disabilities
☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
Select if applicable

☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies
Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

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☒ Funding constraints
☒ Staffing constraints
☒ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☒ Community priorities regarding housing assistance
☒ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☒ Results of consultation with advocacy groups
☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2000 grants)**		
a) Public Housing Operating Fund	$ 3,040,569.00	
b) Public Housing Capital Fund	$ 2.012.221.00	Capital Fund
c) HOPE VI Revitalization	$ 4,200,000.00	Other
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	$ 5,948,766.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	$	Public Housing/Safety And Security
g) Resident Opportunity and Self-Sufficiency Grants	$ 234,898.00	Public Housing Supportive Services
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		

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Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
Credit Counseling	$ 82,250.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	$ 2,732,860.00	
4. Other income (list below)		
Interest	$ 70,686.00	
Late Fees, etc.	$ 138,105.00	
4. Non-federal sources (list below)		
Total resources	$18,460,355.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☒ When families are within a certain number of being offered a unit: (20)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: As soon as possible after application is received.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity

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☒ Rental history
☒ Housekeeping
☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☒ PHA main administrative office
☐ PHA development site management office
☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
☐ PHA main administrative office

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☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

☐ One
☐ Two
☒ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

☒ Emergencies
☐ Overhoused
☐ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

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2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

☒ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs
☒ Households that contribute to meeting income goals (broad range of incomes)
☒ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☒ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

Emergency situations (ie. Involuntarily displaced disaster such as fire or flood, by government action, by domestic violence, by hate crimes, or as further defined by the Executive Director. Also, applicants who pay more than 30% of their adjusted monthly income are entitled to a preference. It does not include, however, applicants who are paying an amount equal to 10% of the gross monthly income or are paying the statutory minimum rent, as established by this Authority, or less.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time (0)

Former Federal preferences:
Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition (8)
Victims of domestic violence (8)
Substandard housing
Homelessness

High rent burden

Other preferences (select all that apply)
☒ Working families and those unable to work because of age or disability (2)
☒ Veterans and veterans' families (1)
☒ Residents who live and/or work in the jurisdiction (16)
☒ Those enrolled currently in educational, training, or upward mobility programs (2)
☒ Households that contribute to meeting income goals (broad range of incomes)
☒ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☒ Victims of reprisals or hate crimes (8)
☒ Other preference(s) (list below)

Emergency (8) and/or paying more than 30% of the adjusted monthly income (except it does not include applicants who are paying 10% of their gross monthly income or are paying an amount equal to or less than the statutory minimum rent as established by this Authority) (4).

4. Relationship of preferences to income targeting requirements:
☒ The PHA applies preferences within income tiers
☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☐ Other (list)

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(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☒ Yes ☐ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site based waiting lists
If selected, list targeted developments below:

☒ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

NC006001, NC006002, NC006003, NC006004, NC006005, NC006006, NC006008, NC006009, NC006012, NC006013, NC006015, NC006017, NC006018, NC006019, NC006020

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☐ Not applicable: results of analysis did not indicate a need for such efforts

☒ List (any applicable) developments below:

NC006001 – Clara Cox Homes
NC006002 – Daniel Brooks Homes
NC006004 – Carson Stout Homes

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

☐ Not applicable: results of analysis did not indicate a need for such efforts

☒ List (any applicable) developments below:

NC006017 – Scattered Sites
NC006018 – Scattered Sites
NC006019 – Deep River Homes
NC006020 – Scattered Sites

Note: The above developments are all single family homes, constructed with the purpose of selling these to public housing tenants under the 5(H) program. As such, the PHA is transferring eligible families from existing public housing developments who meet established selection criteria, especially, those who have homeownership potential.

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

☐ Criminal or drug-related activity only to the extent required by law or regulation

☒ Criminal and drug-related activity, more extensively than required by law or regulation

☒ More general screening than criminal and drug-related activity (list factors below)

☒ Other (list below)

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1. The Housing Authority of the City of High point will deny participation in the program to applicants and will terminate participants in cases where the Housing Authority of the City of High Point determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the Housing Authority of the City of High Point determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse. The Housing Authority of the City of High Point will consider the use of a controlled substance or alcohol abuse to be a pattern if there is more than one incident during the previous three (3) months.

2. Applicants evicted from Public Housing , Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three (3) year period beginning on the date of such eviction.

3. Applicants will be denied assistance if they have been arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the certification interview.

4. Applicants will be denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the public housing community.

5. Admission will be denied for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

☐ Criminal or drug-related activity

☒ Other (describe below)
Names, address, and contact numbers of previous landlords

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

Upon request of the voucher holder an extension of not more than two 30 day extensions may be granted. Neither circumstances nor criteria relating to an extension are required in the administrative plan, simply that the voucher holder cannot find a suitable unit and certifies to the claim.

(4) Admissions Preferences

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

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2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☒ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☒ Those enrolled currently in educational, training, or upward mobility programs
- ☒ Households that contribute to meeting income goals (broad range of incomes)
- ☒ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☒ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

Emergency situations, (ie. Involuntarily displaced disaster such as fire or flood, By government action, by domestic violence, by hate crimes, or as further defined by the Executive Director. Also, applicants who pay more than 30% of their adjusted monthly income are entitled to a preference. It does not include, however, applicants who are paying an amount equal to 10% of the gross monthly income or are paying the statutory minimum rent, as established by this Authority, or less.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time (0)

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition) (8)

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Victims of domestic violence (8)
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)
☒ Working families and those unable to work because of age or disability (2)
☒ Veterans and veterans' families (1)
☒ Residents who live and/or work in your jurisdiction (16)
☒ Those enrolled currently in educational, training, or upward mobility programs (2)
☒ Households that contribute to meeting income goals (broad range of incomes)
☒ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☒ Victims of reprisals or hate crimes (8)
☒ Other preference(s) (list below)

Emergency (8) and/or paying more than 30% of the adjusted monthly income (except it does not include applicants who are paying 10% of their gross monthly income or are paying an amount equal to or less than the statutory minimum rent as established by this Authority) (4).

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)
☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
☒ The PHA applies preferences within income tiers
☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

☒ Through published notices
☒ Other (list below)

Guilford County DSS

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☒ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

☐ $0

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☒ $1-$25
☐ $26-$50

NOTE: PHA is a MTW agency with Minimum Rent Policy of $25 for elderly and $100 for non-elderly, effective 01/01/00.

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below**:**

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☒ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

$1200 annual deduction for each family where one or more family members has earned income or is in a training program.

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☐ For household heads
☐ For other family members
☒ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

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1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never
☐ At family option
☒ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

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g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☐ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other (list/describe below)

The PHA used a study that was performed in 1999 relative to our HOPE VI application that surveyed unassisted rents in the city of High Point to initially establish the flat rent amounts for the year 2000. Flat rents for 2003 have been arrived at by adjusting the initial flat rent levels by the percentage increase in the FMRs for this statistical metropolitan area from 1998 to 2000.

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies**.**

a. What is the PHA's payment standard? (select the category that best describes your standard)

☐ At or above 90% but below100% of FMR
☒ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

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☐ The PHA has chosen to serve additional families by lowering the payment standard
☐ Reflects market or submarket
☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ Reflects market or submarket
☐ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)
☒ Annually
☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
☒ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)
☐ $0
☒ $1-$25
☐ $26-$50

NOTE: PHA is a MTW agency with Minimum Rent Policy of $25 for elderly and $100 for non-elderly.

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1222	349
Section 8 Vouchers	1141	235
Section 8 Certificates	0	
Section 8 Mod Rehab	0	
Special Purpose Section 8 Certificates/Vouchers (list individually)	150	30
Public Housing Drug Elimination Program (PHDEP)	0	0
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

Public Housing Admissions & Occupancy Policy/Tenant Selection And Assignment Plan.
Pubic Housing Dwelling Lease Agreement
Pubic Housing Dwelling Lease Addendum 1 – Trespass Policy
Pubic Housing Dwelling Lease Addendum 2 – Pet Policy
Pubic Housing Dwelling Lease Addendum 3 – Grievance Procedure
Family Self Sufficiency Policy
Maintenance Policy & program

(2) Section 8 Management: (list below)

Section 8 Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☒ PHA main administrative office
☒ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal

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hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

☒ PHA main administrative office

☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

NC006I02.DOC – CFP Annual Statement/Performance and Evaluation Reports – 2000 through 2004
NC006J02.DOC – CFP Replacement Housing Factor Report – 2000 through 2004

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

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(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☐ Yes ☒ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☒ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☒ Activities pursuant to an approved Revitalization Plan underway

☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

NC006001, NC006002

☒ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:
NC006011 Low Income Tax Credits

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Spring Brook Meadows (HOPE VI) 1b. Development (project) number: NC19P006021
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (04/30/03)
5. Number of units affected: 0 (Land Only) 6. Coverage of action (select one) ☒ Part of the development

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☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 05/15/03 b. Projected end date of activity: 12/31/05

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name 1b. Development (project) number
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐

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4. Date this designation approved, submitted, or planned for submission: (13/01/97)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) ☐ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current

status)

- ☐ Conversion Plan in development
- ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY)
- ☐ Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- ☐ Units addressed in a pending or approved demolition application (date submitted or approved:
- ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)
- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☒ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing**

PHA status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites "617" 1b. Development (project) number: NC006017
2. Federal Program authority: ☐ HOPE I ☒ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (09/11/2002)
5. Number of units affected: 19 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites "619" 1b. Development (project) number: NC006019
2. Federal Program authority: ☐ HOPE I ☒ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:

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(09/11/2002)
5. Number of units affected: 39 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites "618" 1b. Development (project) number: NC006018
2. Federal Program authority: ☐ HOPE I ☒ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (09/11/2002)
5. Number of units affected: 5 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites "620" 1b. Development (project) number: NC006020
2. Federal Program authority: ☐ HOPE I ☒ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (09/11/2002)
5. Number of units affected: 30

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6. Coverage of action: (select one)
☐ Part of the development
☒ Total development

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program
☐ Yes ☒ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)
☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria
☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

There is a qualification that allows the agency's Executive Director of administratively determine the extent of employment disruption as it relates to that eligibility requirement. Also, the PHA will not include families in the Section 8 Homeownership Program who owe this or other PHA's moneys.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 08/01/00

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☐ Jointly administer programs
☐ Partner to administer a HUD Welfare-to-Work voucher program
☐ Joint administration of other demonstration program
☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☒ Preference/eligibility for public housing homeownership option participation
☒ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

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☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
MTW (Moving to Work) FSS	*2405*	*Other*	*Main Office*	*Both*

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	245	273 01/01/2003
Section 8		

*PHA is a MTW authority. Public Housing & Section 8 goals are combined

b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

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C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

☐ Safety and security survey of residents
☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☒ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☐ Resident reports
☐ PHA employee reports
☒ Police reports
☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
☐ Other (describe below)

3. Which developments are most affected? (list below)

NC00601, NC006002, NC006004

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☒ Crime Prevention Through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☐ Volunteer Resident Patrol/Block Watchers Program
☐ Other (describe below)

2. Which developments are most affected? (list below)

NC006001, Clara Cox Homes
NC006002, Daniel Brooks Homes
NC006004, Carson Stout Homes
NC006005, Beamon Courts
NC006006, JC Morgan Courts
NC006009, Juanita Hills Apts

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
☒ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents
☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

2. Which developments are most affected? (list below)

NC006001, Clara Cox Homes
NC006002, Daniel Brooks Homes
NC006004, Carson Stout Homes
NC006005, Beamon Courts
NC006006, JC Morgan Courts
NC006009, Juanita Hills Apts

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

☐ Yes ☒ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
☐ Yes ☒ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☐ Yes ☒ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain?____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☐ Not applicable
☐ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

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2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)

☒ Provided below:

Valerie Rorie, President of Carson Stout Homes Resident Council Association of 1807 Fern Ave, Apt B provided the following written comments:

The proposal (Annual Plan) sounds great, but I feel tenants are not being placed in the right unit size according to their family size. "Live-Ins" need to be investigated more. What is the purpose of signing a lease agreement when the information on the lease is false information. Housing Authority needs to get a copy of the children school records so they can be more adequate with the children names that are added to the lease. I feel that correct information is the best information.

3. In what manner did the PHA address those comments? (select all that apply)

☒ Considered comments, but determined that no changes to the PHA Plan were necessary.

☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☒ Other: (list below)

In compliance with HUD Notice PIH 2001-3 and subpart 24 CFR 964, the PHA shall designate for distribution operating subsidy funds for resident participation activities in public housing developments (or public housing areas designated by management area by the PHA) in accordance with the following plan. A total of $25 per unit, per year shall be made available for this purpose. Of this, $15 per unit, per year shall be paid to compensate the following officers elected in accordance with by-laws adopted by the Resident Council Association (RCA) of each community or management area as defined by the Authority: President, $5.00 per unit, per year; Vice-President, $4.00 per unit, per year; Secretary, $3.00 per unit, per year and Treasurer, $3.00 per unit, per year. One half of the payment shall be made within 30 days of June 1 and the 2nd half within 30 days of Dec 1 accordingly and shall be made to the individual who held office on June 1 and Dec 1 respectively. $10.00 per unit, per year shall be utilized to compensate a qualified 3rd party to provide technical assistance to RCAs for the purpose of assisting in the conduction of elections IAW the RCA by laws, formation of by laws, organizational meetings, and general guidance as may be needed regarding parliamentary procedures during the conduction of meetings. A portion of these funds may be used to offset the salaries and benefits as may be necessary in the administration and accountability of these funds and, as needed, in a administration of those tasks as stated herein in event that the PHA has been unable to locate a qualified 3rd party to provide such technical assistance as described herein.

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe) Appointed by Mayor

b. Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☒ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (City of High Point, NC (Guilford County))
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The City of High Point has made the promotion of homeownership for its low to moderate income citizens its top priority. The city is directing housing rehabilitation in neighborhoods around and adjoining housing authority developments. The city has committed to working with local agencies to help low to moderate income persons gain better access to educational opportunities, job skills training, transportation, child care and financial consultation.

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

There have been no substantial deviations or significant amendments or modifications to the annual plan. Used here, substantial deviation shall be construed to mean “no significant variation or difference”.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

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PHA Plan
Table Library

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

☐ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	**Amount of Annual Grant (Sum of lines 2-19)**	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years		

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		**Activity Description**						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III *Component 7a*	Development Activities *Component 7b*	Demolition / disposition *Component 8*	Designated housing *Component 9*	Conversion *Component 10*	Home-ownership *Component 11a*	Other (describe) *Component 17*

ADDENDUM 3 TO DWELLING LEASE

Housing Authority of the City of High Point
High Point, North Carolina

GRIEVANCE POLICY AND PROCEDURE

All grievances concerning the obligations of a resident and/or members of the resident's household and the Housing Authority of the City of High Point ("HPHA"), in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), which adversely affect the resident's rights, duties, welfare or status, shall be resolved in accordance with this "Grievance Policy and Procedure."

1. RIGHT TO A HEARING

Upon filing of a written or verbal request in accordance with this Policy, a Complainant shall be entitled to an informal hearing or a formal hearing before the Hearing Panel as provided herein.

2. DEFINITIONS

Grievance shall mean any dispute which a resident may have with respect to HPHA's action or failure to act in accordance with resident's lease or HUD regulations which adversely affect the individual resident's rights, duties, welfare or status.

Complainant shall mean any resident whose grievance is presented to HPHA for an informal settlement or a formal hearing as defined herein.

Elements of due process, as used in this Policy, shall mean an eviction action or a termination of residency in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the resident of grounds for terminating the residency and for eviction.

- Right of the resident to be represented by counsel at the expense of the resident.

- Opportunity for the resident to refute the evidence presented by HPHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have.

- A decision on the merits.

Hearing Panel shall mean a panel selected as follows:

a. One panelist shall be a member of the Board of Commissioners of the Housing Authority of the City of High Point ("Board Member"), or a local minister. Provided that no apparent or real conflict of interest exists, each Board Member who us impartial shall have equal opportunity to serve as a panelist. The Board Member shall serve on the panel on a rotating basis in alphabetical order. The Chairman of the Panel shall be selected by the Executive Director or his/her designee, however, if Board Member is selected as a panelist, such member shall serve as the Chairman of the Panel.

b. One panelist shall be appointed by a list of residents selected by the Resident Council Association. This list shall contain one resident from each public housing development who will serve on a rotating basis in alphabetical order. The Complainant will have the privilege of rejecting the first two names, and can request further rejection for reasonable cause. The Chairman of the Hearing Panel shall make the decision in the event of a challenge for cause.

c. One panelist, appointed by the Executive Director or his or her designee, shall be an impartial party who is not be a member of the HPHA staff.

HUD shall mean the United States Department of Housing and Urban Development.

HPHA shall mean the Housing Authority of the City of High Point.

Policy shall mean the "Grievance Policy and Procedure" contained herein.

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 HPHA as lessee of the dwelling unit, or if no such person now resides in the unit;

- Who resides in the unit, and is the remaining head of household of the resident family residing in the dwelling unit.

3. INFORMAL SETTLEMENT

Any grievance may be personally presented either orally or in writing to the Property Manager within seven (7) days of the date of notice of HPHA's action or inaction (including, but not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice of transfer) so that the grievance may be discussed informally and possibly settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in HPHA's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

The failure of the resident to submit a request for an informal discussion within the time period provided above or to appear for the informal discussion shall terminate the resident's right for a grievance hearing under this Policy. However, such failure shall not constitute a waiver of any right of the resident to contest HPHA's action or inaction or the disposition of the grievance in an appropriate judicial proceeding.

The *Property Manager* may consider the reason(s) for the failure to submit a timely request or appear and may extend the time by which to submit the request or reschedule the informal discussion.

4. PROCEDURE TO OBTAIN A HEARING.

Request for hearing. The Complainant shall submit a written request for a hearing to HPHA or the project office within seven (7) days after receipt of the summary discussion in the informal settlement of grievance. The written request shall specify:

- The reason of the grievance; and
- The action of relief sought.

Failure to request a hearing. If the Complainant does not request a hearing or fails to submit a timely request for a hearing, then HPHA's disposition of the grievance under the informal settlement procedure shall become final, provided that failure to request a hearing shall not constitute a waiver by the Complainant of his right thereafter to contest HPHA's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite. All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure as a condition precedent to a hearing under this Section, provided, that if the Complainant shows good cause why he failed to proceed in accordance with the informal settlement procedure to the Hearing Panel, the provisions of this Subsection may be waived by the Hearing Panel.

Escrow deposit. Before hearing any grievance involving an amount of rent, the Complainant shall pay to HPHA as an escrow deposit, an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel. These requirements shall be waived by HPHA under the following circumstances:

a. If the subject of the grievance is the action of the resident's imputed welfare income, then the resident shall not be required to pay the escrow deposit for the portion of the rent attributable to the imputed welfare income pursuant to HUD regulations;

b. If HPHA determines that the resident has a financial hardship; or

c. If HPHA determines that there the resident has shown good cause.

Unless so waived, the failure to make such payments shall result in a termination of the procedure in this Section, provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest HPHA's disposition of his grievance in any appropriate judicial proceeding.

Scheduling of hearings. Upon the Complainant's compliance with the -requirements of this Section, a hearing shall be scheduled by the Hearing Panel promptly for a time reasonably convenient to both the Complainant and HPHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the Complainant and the Executive Director or his or her designee.

5. PROCEDURES GOVERNING THE HEARING

a. The hearing shall be held before a Hearing Panel as defined above.

b. The hearing shall be held in the Board Room located in HPHA's Central Office or another location as determined by the Hearing Panel.

c. The Complainant shall be afforded a fair hearing, which shall include:

- The opportunity to examine before the grievance hearing any HPHA documents, including records and regulations that are directly relevant to the hearing. The resident shall be allowed to copy any such document at the resident's expense. If HPHA does not make the document available for examination upon request by the Complainant, HPHA may not rely on such document(s) at the grievance hearing.

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

- The right to a private hearing unless the Complainant requests a public hearing.

- The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the HPHA or project management, and to confront and cross-examine all witnesses upon whose testimony of information HPHA or project management relied.

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

d. The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

e. If the Complainant or the representative of HPHA fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed five (5) business days or make a determination that the party has waived his/her/its right to a hearing. Both the Complainant and HPHA shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest HPHA's disposition of the grievance in an appropriate judicial proceeding.

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

g. The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require HPHA, the Complainant, Complainant's counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.

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

i. Accommodation of persons with disabilities.

HPHA must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreter, readers, and accessible locations or attendants.

If the resident is visually impaired, any notice to the resident that is required under this Policy must be in an accessible format.

6. DECISION OF THE HEARING PANEL

a. The Hearing Panel shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and HPHA. HPHA shall retain a copy of the decision in the resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by HPHA and made available for inspection by a prospective complainant, his representative, or the Hearing Panel.

b. The decision of the Hearing Panel shall be binding on HPHA which shall take all actions, or refrain from any

actions, necessary to carry out the decision unless the HPHA Board of Commissioners determines within a reasonable time, and promptly notifies the Complainant of its determination, that:

- The grievance does not concern HPHA's action or failure to act in accordance with or involving the Complainant's lease and/or HUD regulations, which adversely affect the Complainant's rights, duties, welfare or status;

- The decision of the Hearing Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and HPHA.

c. A decision by the Hearing Panel or Board of Commissioners in favor of HPHA or 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 a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

7. HPHA EVICTION ACTIONS

If a resident has requested a hearing in accordance with the Policy on a complaint involving a HPHA notice of termination of the tenancy and the Hearing Panel upholds HPHA's action to terminate the tenancy, HPHA shall not commence an eviction action in a State or local court until it has served a notice to vacate on the resident, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date appropriate action will be brought against him and he may be required to pay court costs and attorneys' fees.

8. APPLICABILITY

The Policy shall be applicable (except as provided in this Section) to all individual grievances as defined in Section 2 of this Policy

HUD has issued a due process determination after finding that North Carolina law provides the basic elements of due process before an eviction may be so ordered. HUD's due process determination authorizes public housing authorities in North Carolina to exclude administrative grievance procedures where a judicial eviction has been decided though local court proceedings. Therefore, HPHA is not required to provide the opportunity for a hearing under its Policy concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HPHA;
- Any violent or drug-related criminal activity on or off such premises;
- Any criminal activity that resulted in felony conviction of a household member.

This Policy shall not be applicable to disputes between residents not involving HPHA or to class grievance. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HPHA's Board of Commissioners.

When HPHA is not required to offer a resident the opportunity for a hearing under the Policy and HPHA has decided to exclude such grievance from the Policy, the notice of termination shall:

- State that the resident is not entitled to a grievance hearing on the termination;
- Specify the judicial eviction procedure to be used by HPHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
- State whether the eviction is for: (A) criminal activity that threatens health or safety of residents or employees of HPHA; (B) violent or drug-related criminal activity on or off such premises; (C) criminal activity that resulted in felony conviction of a household member.

Housing Authority of the City of High Point

MOVING TO WORK

ANALYSIS OF RENT BURDEN

Revised - July 10, 2002

PUBLIC HOUSING

Description	No.	Average TTP	Avg Mo Adj Inc	Rent Burden
All Families	1156	207.02	673.33	30.75%
Families Paying Flat Rent	100	459.50	2003.58	22.93%
Non Eld Minimum Renters	89	100.00	126.65	78.96%
Eld or Disabled Min Renters	0	0.00	0.00	0.00%
Families w/Suspend Min Rent	28	0.00	0.00	0.00%

SECTION 8 HAP

Description	No.	Average TTP	Avg Mo Adj Inc	Rent Burden
All Families	1210	242.12	776.79	31.17%
Families Paying Flat Rent	0	0	0	0.00%
Non Eld Minimum Renters	197	100.00	150.95	66.25%
Eld or Disabled Min Renters	2	25.00	8.83	100.00%
Families w/Suspend Min Rent	4	44.50	85.63	51.97%

Notes

Minimum Rents: On January 2, 2000, the minimum rent was increased from $50 to $100. As of Julyl 1, 2001, approximately 25% of the public housing families were affected by the minimum rent while 14% of the families assisted through the Section 8 program were affected.

PUBLIC HOUSING TURNOVERS

Period	Units Turned Over	Due to Non Payment	Paying $100 Min	Paying $25 Min
1/1/1999 - 12/31/1999	423	123	40	0
1/1/2000 - 12/31/2000	411	135	7	20
1/1/2001 – 12/31/2001	442	151	48	1

Approximately 35% of the public housing units were turned over during each of the 3 years noted in the above table. Families that were required to move due to non payment of rent and other charges increased slightly from 1999 to 2000 by about 3%, and by another 12% from the year 2000 to 2001.

TRANSPORTATION EXPENSE

Effective 2/1/2001 each family who had one or more members with earned income OR where the head or spouse was enrolled in a training program, received a deduction for the family amounting to $1,200 annually to offset transportation expenses. This amounted to a reduction in the monthly TTP of $30.00.

Category	Pub Hsg	Sec 8	All
Receiving Transportation Deduction	340	554	894
Total Families Assisted	1156	1210	2366

Approximately 29% of all public housing families are receiving this $30 per month reduction in rent. The annual cost of this deduction to the public housing program is $122,400.

Approximately 45% of the families being assisted under the Section 8 program are receiving the benefit of this added deduction. The increased cost to the HAP is $ 199,440.

NC006
Housing Authority of the City of High Point

Annual Plan - 2003

IDENTIFICATION OF RESIDENT MEMBER OF THE PHA'S GOVERNING BOARD

Commissioner Mary W. Brown (Resident)
208 Anaheim St Apt B
High Point, NC 27262

Appointed by Mayor on May 18, 2000.
Oath of office taken on June 14, 2000.
Term to expire on December 22, 2003

Method of selection: Appointment by Mayor

NC006
Housing Authority of the City of High Point

Annual Plan - 2003

LISTING OF
RESIDENT ADVISORY/RESIDENT COUNCIL
BOARD MEMBERS

1. Ms. Lena Brown
600 Saunders Place, Apt. B
A
High Point, NC 27260-4029
27260

2. Ms. Jacqueline McCray
510 Saunders Place, Apt. A
A
High Point, NC 27260
27262

3. Flora Howze
716 Asheboro St. # B
Street
High Point, NC 27260
27260

4. Melissa Marsden
615 Park St. # A
High Point, NC 27260
27260

5. Emma Moore
1407 West Ave. # B
1420
High Point, NC 27260
27260

6. Mary Pyrtle
701 E. Green Drive # 707
Court # B
High Point, NC 27260
27260

7. Valerie Rorie
1807 Fern Ave. # B
High Point, NC 27260

8. Alice Watts
118 Price St. # A
High Point, NC 27260

9. Alfonso Gill-Harper
1315 Dartmouth Ave.
High Point, NC 27260

10. Dorothy Ingram

11. Ida Covington
932 South Road #
High Point, NC
27260

12. Karen Norton
817 Leonard St. #
High Point, NC

13. Marjetta Wright Draper
219 West Kearns
High Point, NC

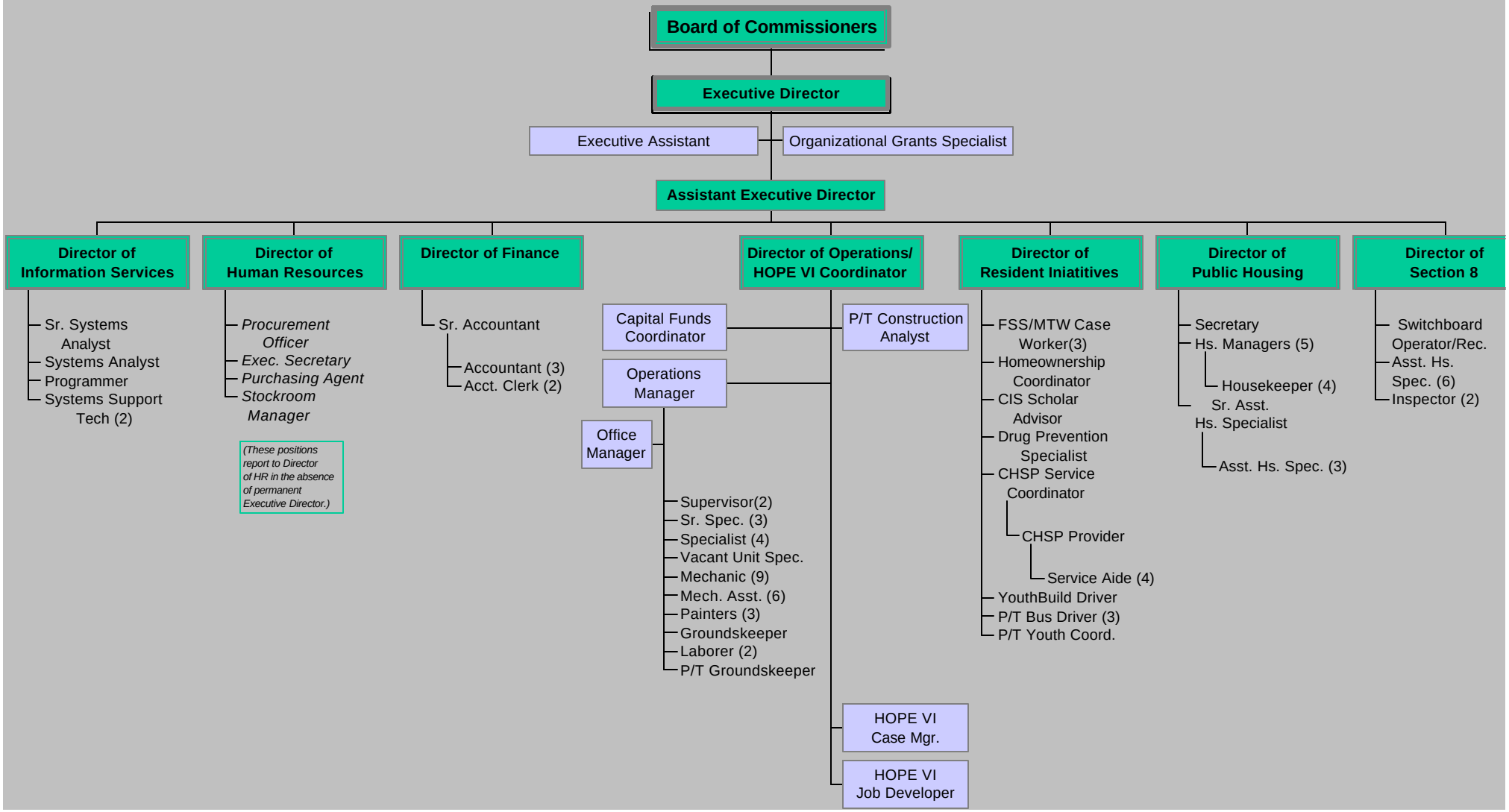
14. Cynthia Marsh Bethea
1513 Rice Court
High Point, NC

15. Chassie Bethea
411 Park St. #
High Point, NC

16. Geneva Hood
3008 Roberts
High Point, NC

701 South Elm Street # 700
High Point, NC 27260

Housing Authority of the City of High Point



Housing Authority of the City of High Point

Statement of Progress in Meeting the Mission and Goals of the 5-Year Plan

2003 Annual Plan

Since the first year of the PHA's first year of the 5-year plan, the Section 8 voucher inventory has increased by 100 units. Additionally, a nearby PHA absorbed released 63 of High Point's vouchers in September of 2001 through absorption. Together, these account for more than 50 units per year, as specified by the 5-year plan. Additionally, the PHA has applied for another 96 housing choice vouchers.

Total vacancies were reduced from the 1998 levels by 150 in 2001.

The PHA was successful in leveraging tax credit funds in the amount of $ 2,618,262 in order to construct 44 units targeted for the near elderly and elderly. This is in line with the objectives of $2 – 3 million projected over the 5-year plan.

Since the implementation of the present 5-year plan, the PHA has increased it's public housing inventory by 38 units, all of which have been targeted for sale under the 5H program. An ongoing Hope VI project will deliver another 154 homeownership units before the end of the initial 5-year plan. These, included with the 44 tax credit units that are to be completed during 2002 and another 6 homeownership units being constructed in conjunction with the YouthBuild program, account for almost 50 units per year over the course of the 5-year plan.
In addition to these, the PHA is expected to apply for 26 Section 8 project based units during the year of 2002.

The PHAS management indicator improved from 26 points in 1999 to 29 points in 2000. The PHA has received a composite score on all indicators except RASS totaling 82 points. A problem at HUD has delayed the 2001 RASS.

As a result of the PHA being a MTW agency, we have not received a recent SEMAP score.

The PHA is still working toward a program for customer service training, better communication with it's residents and improved public relations.

To increase the assisted housing choices the PHA has increased the voucher payment standard annually along with the Fair Market rents.

The PHA has developed a computer program to assist the staff in meeting the goals and objectives of income targeting and income mixing. It has been in use during all 4 years of the current 5-year plan.

With respect to security measures, the PHA installed new entrance doors to the elderly high-rise buildings, proximity card readers for the main entrance doors and surveillance cameras during 2001 in addition to numerous other capital improvements within other PHA communities.

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
601	Clara Cox Homes	VLEO	Y	71.08 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	894223	9038818
1	.85 (x)	13 =	11.05	125.80			
2	1.00 (x)	57 =	57.00	340.00	Units Leased	132	940
3	1.25 (x)	53 =	66.25	413.75			
4	1.40 (x)	9 =	12.60	127.40	Averages	6774	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	6103	8586
		----	--------	--------			
Totals		132	146.90	1055.25			
Adj Factor			1.11	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
602	Daniel Brooks Homes	LVEO	Y	77.50 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1131130	9038818
1	.85 (x)	54 =	45.90	125.80			
2	1.00 (x)	85 =	85.00	340.00	Units Leased	170	940
3	1.25 (x)	31 =	38.75	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	6654	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	6654	8586
		----	--------	--------			
Totals		170	169.65	1055.25			
Adj Factor			1.00	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
603	Astor Dowdy Towers	VLEO	X	0.00 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	28 =	0.00	0.00	Total Income	727558	0
1	.85 (x)	55 =	0.00	0.00			
2	1.00 (x)	5 =	0.00	0.00	Units Leased	88	0
3	1.25 (x)	0 =	0.00	0.00			
4	1.40 (x)	0 =	0.00	0.00	Averages	8268	0
5	1.50 (x)	0 =	0.00	0.00			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	0	0
		----	--------	--------			
Totals		88	0.00	0.00			
Adj Factor			0.00	0.00			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
604	Carson Stout Homes	VLEO	Y	73.77 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1277821	9038818
1	.85 (x)	0 =	0.00	125.80			
2	1.00 (x)	13 =	13.00	340.00	Units Leased	154	940
3	1.25 (x)	66 =	82.50	413.75			
4	1.40 (x)	55 =	77.00	127.40	Averages	8298	9616
5	1.50 (x)	20 =	30.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	6334	8586
Totals		154	202.50	1055.25			
Adj Factor			1.31	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
605	Beamon Courts	LVEO	N	105.71 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	533634	9038818
1	.85 (x)	28 =	23.80	125.80			
2	1.00 (x)	20 =	20.00	340.00	Units Leased	60	940
3	1.25 (x)	12 =	15.00	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	8894	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	9076	8586
Totals		60	58.80	1055.25			
Adj Factor			0.98	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
606	J C Morgan Courts	LVEO	N	102.45 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	983938	9038818
1	.85 (x)	11 =	9.35	125.80			
2	1.00 (x)	20 =	20.00	340.00	Units Leased	94	940
3	1.25 (x)	44 =	55.00	413.75			
4	1.40 (x)	13 =	18.20	127.40	Averages	10467	9616
5	1.50 (x)	6 =	9.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	8796	8586
Totals		94	111.55	1055.25			
Adj Factor			1.19	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
608	Elm Towers	VLEO	X	0.00 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	41 =	0.00	0.00	Total Income	1132434	0
1	.85 (x)	78 =	0.00	0.00			
2	1.00 (x)	9 =	0.00	0.00	Units Leased	128	0
3	1.25 (x)	0 =	0.00	0.00			
4	1.40 (x)	0 =	0.00	0.00	Averages	8847	0
5	1.50 (x)	0 =	0.00	0.00			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	0	0
Totals		128	0.00	0.00			
Adj Factor			0.00	0.00			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
609	Juanita Hills	LVEO	N	105.81 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1272703	9038818
1	.85 (x)	42 =	35.70	125.80			
2	1.00 (x)	64 =	64.00	340.00	Units Leased	136	940
3	1.25 (x)	12 =	15.00	413.75			
4	1.40 (x)	14 =	19.60	127.40	Averages	9358	9616
5	1.50 (x)	4 =	6.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	9085	8586
Totals		136	140.30	1055.25			
Adj Factor			1.03	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
612	Scattered Sites (A)	LVEO	N	88.71 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	320815	9038818
1	.85 (x)	0 =	0.00	125.80			
2	1.00 (x)	12 =	12.00	340.00	Units Leased	36	940
3	1.25 (x)	24 =	30.00	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	8912	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	7617	8586
Totals		36	42.00	1055.25			
Adj Factor			1.17	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
613	Scattered Sites (B)	VLEO	N	102.90 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED		ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0	=	0.00	0.00	Total Income	382193	9038818
1	.85 (x)	0	=	0.00	125.80			
2	1.00 (x)	37	=	37.00	340.00	Units Leased	42	940
3	1.25 (x)	5	=	6.25	413.75			
4	1.40 (x)	0	=	0.00	127.40	Averages	9100	9616
5	1.50 (x)	0	=	0.00	48.30			
6	1.82 (x)	0	=	0.00	0.00	Adj Averages	8835	8586
Totals		42		43.25	1055.25			
Adj Factor				1.03	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
615	Daniel Brooks Annex-2	VLEO	N	99.53 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED		ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0	=	0.00	0.00	Total Income	239295	9038818
1	.85 (x)	0	=	0.00	125.80			
2	1.00 (x)	28	=	28.00	340.00	Units Leased	28	940
3	1.25 (x)	0	=	0.00	413.75			
4	1.40 (x)	0	=	0.00	127.40	Averages	8546	9616
5	1.50 (x)	0	=	0.00	48.30			
6	1.82 (x)	0	=	0.00	0.00	Adj Averages	8546	8586
Totals		28		28.00	1055.25			
Adj Factor				1.00	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
617	Scattered Sites (617)	ELVO	Y	191.86 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED		ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0	=	0.00	0.00	Total Income	370642	9038818
1	.85 (x)	0	=	0.00	125.80			
2	1.00 (x)	0	=	0.00	340.00	Units Leased	18	940
3	1.25 (x)	18	=	22.50	413.75			
4	1.40 (x)	0	=	0.00	127.40	Averages	20591	9616
5	1.50 (x)	0	=	0.00	48.30			
6	1.82 (x)	0	=	0.00	0.00	Adj Averages	16473	8586
Totals		18		22.50	1055.25			
Adj Factor				1.25	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
618	Scattered Sites (618)	EVLO	Y	281.73 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	120942	9038818
1	.85 (x)	0 =	0.00	125.80			
2	1.00 (x)	0 =	0.00	340.00	Units Leased	4	940
3	1.25 (x)	4 =	5.00	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	30236	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	24189	8586
Totals		4	5.00	1055.25			
Adj Factor			1.25	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
619	Deep River Homes	EVLO	Y	224.68 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	892201	9038818
1	.85 (x)	0 =	0.00	125.80			
2	1.00 (x)	0 =	0.00	340.00	Units Leased	37	940
3	1.25 (x)	37 =	46.25	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	24114	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	19291	8586
Totals		37	46.25	1055.25			
Adj Factor			1.25	1.12			

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
620	Scattered Sites (620)	ELVO	Y	203.87 %	Y

#BR	FACTOR	--PROJECT WIDE-- LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	619281	9038818
1	.85 (x)	0 =	0.00	125.80			
2	1.00 (x)	4 =	4.00	340.00	Units Leased	29	940
3	1.25 (x)	25 =	31.25	413.75			
4	1.40 (x)	0 =	0.00	127.40	Averages	21355	9616
5	1.50 (x)	0 =	0.00	48.30			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	17504	8586
Totals		29	35.25	1055.25			
Adj Factor			1.22	1.12			

HOUSING AUTHORITY OF THE CITY OF HIGH POINT
NORTH CAROLINA

HOMEOWNERSHIP PROGRAM

- Section 8 Homeownership Program
- Second Mortgage Assistance Program
- Lease-to-Own Program (Section 5(h))

For the Following Sites:
Spring Brook Meadows HOPE VI (Grant Number NC19URD006I199)
Eligible Section 8 Homeownership Units
Eligible Homeownership Units within the City of High Point
Project Number NC-19-P006-017
Project Number NC-19-P006-018
Project Number NC-19-P006-019
Project Number NC-19-P006-020

Submitted By:
Housing Authority of the City of High Point
James L. "Bud" McInnis, Chairman
Larry B. Raines, Interim Executive Director

Prepared In Cooperation With:

HOPE VI Task Force
Public Housing Residents
Section 8 Residents
The Banks Law Firm, P.A.

Approved by the Board of Commissioners
September 11, 2002

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I. PROGRAM DESCRIPTION

A. INTRODUCTION

The Homeownership Program of the Housing Authority of the City of High Point ("HPHA") shall be comprised of three (3) subsidy programs. First, a Second Mortgage Program will provide a qualified participant with a deferred second mortgage[1] in an amount sufficient to make the unit affordable to an eligible family.[2] Second, a Section 8 Homeownership Program will subsidize mortgage payments for a qualified participant through the Section 8 Homeownership Program. Third, a Lease-to-Own Program will utilize the United States Department of Housing and Urban Development ("HUD") Section 5(h) Homeownership Program that has been in place for more than four (4) years,[3] with resources in place to subsidize the final sale to the qualified residents. Either one or a combination of these programs will be used to achieve the necessary affordability level.

B. GOALS AND OBJECTIVES

It is the goal of HPHA to maximize the homeownership opportunities for the residents it serves and the low-income population of its jurisdiction. HPHA will utilize HUD's homeownership programs along with other public and private resources as subsidies to reach families with incomes between 35% and 80% of the Area Median Income (AMI), whose credit and debt allow them to qualify for private mortgages. As part of the planning process for this Homeownership Program, HPHA assessed the incomes and family self-sufficiency progress of the Relocatees and other HPHA residents to determine if the Homeownership Program will reach the target population. This assessment revealed that only 25 Relocatees have incomes between 35% and 80% of AMI and would qualify for consideration under this Homeownership Program.

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[1] Please refer to Section D of Chapter V for further explanation of the Second Mortgage.

[2] HPHA will fund the Second Mortgage for the HOPE VI homeownership units from a HUD approved HOPE VI Grant for the revitalization of Springfield Townhomes and scattered sites. HPHA will fund the Second Mortgage for Section 5(h) homeownership units and other eligible units that are not included in the HOPE VI Program from HPHA's Capital Funds or another available and appropriate source. The Second Mortgage Assistance may be supplemented by state and private second mortgage programs.

[3] This Homeownership Program, particularly the Lease-to-Own Program described herein, replaces the homeownership program that had been adopted by the Board of Commissioners on January 21, 2001.

Therefore, in an attempt to broaden the opportunities for qualifying Relocatees to return to the HOPE VI Site, HPHA has created an exception for Relocatees for HOPE VI homeownership only, by extending down the affordability goal of Relocatees down to 25% of the AMI.

With respect to the development and sale of HOPE VI homeownership units on the HOPE VI site, qualified families who were displaced ("Relocatees") as a result of the demolition of the HOPE VI Site, will have priority with respect to the homeownership units on the HOPE VI Site in accordance with HUD's HOPE VI requirements. The order of priority for homeownership units adopted by HPHA will be: Relocatees (for the HOPE VI Site only), families who have pre-qualified for this Homeownership Program and are on the waiting list, public housing and Section 8 tenants, families on the public housing and section 8 waiting lists, and other low-income residents of HPHA's jurisdiction.

HPHA has identified a homeownership potential among its residents and waiting lists of 456 families with incomes sufficient to qualify for these programs. In addition, the Consolidated Plan of the City of High Point identifies 5,204 low-income families in the HPHA jurisdiction with qualifying incomes. The HOPE VI second mortgage budget along with sixty-eight (68) Section 8 Homeownership vouchers will provide sufficient funds to subsidize ninety-eight (98) families including potentially fifty-three (53) Relocatees, twenty-eight (28) of whom have incomes between 25% and 35% of the AMI. There will also be twenty-seven (27) market rate units in the HOPE VI project with no income limits or subsidy. While the HOPE VI project provides for a total of 125 homeownership units, only ninety-eight (98) are located on the Spring Brook Meadows redevelopment site.

In addition to HOPE VI, there are presently eighty-seven (87)[4] Section 5(h) Homeownership units in HPHA's inventory. Eighty-seven (87) families are participating in the Lease-to-Own Program wherein they are leasing the units and should close the purchase of such units within the next several years if they satisfy the requirements of the Homeownership Program, including qualifying for a first mortgage; HPHA shall determine if a purchasing family qualifies for further assistance, such as a second mortgage and/or a Section 8 Homeownership voucher.

Based on demographics contained in the Low Income Housing Tax Credit Market Study

[4] The Section 5(h) developments to which this Homeownership Program applies consist of 92 units of which 5 have been sold. Because HPHA may reacquire one or more of the sold units in the future, all 92 units shall be subject to this Homeownership Program.

prepared for the HOPE VI Site by The Danter Company, dated February 28, 2001, there are 4,248 other families in the City of High Point who are presently renters and under sixty-five (65) years of age, who would also be income qualified. With respect to the twenty-seven (27) market rate homes in the HOPE VI project, a recently completed market study by Zimmerman/Volk Associates rationalized a market-rate (incomes greater than 80% of the AMI) market for forty-six (46) detached homes. The single-story units would range from 1,000 to 1,400 square feet and be priced from $80,000 to $110,000. The two-story units would range from 1,200 to 1,800 square feet and be priced from $95,000 to $135,000.

HPHA, in cooperation with the first mortgage lenders, will take the lead in selecting and qualifying families based on the criteria contained in this Homeownership Program. The Developer Partner for the HOPE VI program will be responsible for design, construction and sale of the units in the HOPE VI project. It is anticipated that the HOPE VI project will be constructed, completed, and sold-out within three (3) years (2004). HPHA shall be responsible for implementing its Homeownership Program for the remainder of the homeownership units currently in the Authority's inventory and eligible Section 8 units, exclusive of the HOPE VI units. No new construction is anticipated at this time.

C. BACKGROUND

Since 1980, HPHA has pursued homeownership opportunities for its clients through HUD's Section 5(h) Program, authorized by the Housing Act of 1937. HUD's Section 5(h) regulations promulgated implementation procedures that require a homeownership plan be submitted to, and approved by, HUD. As stated above, HPHA has eighty-seven (87) Section 5(h) units in several scattered sites within the City of High Point.[5]

In 1992, HPHA responded to HUD's advertisement of the availability of Development Grant Funds for developing and constructing single-family homes for homeownership. HPHA submitted applications for grant funds for four (4) developments that were all approved in 1994; the land acquisition for the four (4) developments was completed in 1996. The developments are known as Evergreen Avenue (NC 6-17), Asbill Avenue (NC 6-18), Deep River (NC 6-19) and Kearns Avenue (NC 6-20). The construction in Evergreen Avenue, Asbill Avenue and Kearns Avenue commenced in 1996; the construction in Deep River commenced in 1999.

[5] Please refer to the supporting document entitled "Property Description" for discussion of the Section 5(h) units.

Evergreen Avenue is located in the western part of the City of High Point on Evergreen Avenue, South Road and Juanita Hills Street, an area of High Point that has a low minority concentration and low development costs. There are eleven (11) houses located on Evergreen Avenue, three (3) houses on South Road, and six (6) houses on Juanita Hills Street. Occupation of these units began in January 1998 and concluded in December of the same year. The total budget for Evergreen Avenue Development was $ 1,504,050.

Asbill Avenue is located in three different areas within the City. Five (5) units are located in Northern High Point on Asbill Avenue, one (1) house is located on Brentwood Avenue in Southern High Point and one (1) house is located on Connor Avenue in Southwest High Point. These areas of High Point also have low minority concentration and low development costs. Construction on the houses began in 1997 and was completed in January 1998. Occupation in the units began in January 1998 and concluded in March of the same year. The total budget for Asbill Avenue was $534,100.

Deep River is located in the Northeast section of the City; eleven (11) units are located on Gateworth Drive, twelve (12) on Rice Court, and fifteen (15) on Ambridge Court. The acquisition and development of the land was completed in 1998. Occupation of the units started in January of 1999 and concluded in June of 2001. The total budget for Deep River was $3,128,800.

Lastly, Kearns Avenue is located in four (4) sections of the City of High Point. Seventeen (17) houses are located in Southern High Point on Coltrane Avenue, Kearns Avenue, and Mill Avenue, nine (9) homes and four (4) duplexes are in Western High Point on Juanita Hills Street, Elgin Avenue, and Dorothy Street. Occupancy of the units started in January of 1998 and concluded in December of the same year. The total budget for Kearns Avenue was $2,538,400.

In 1999, HPHA was awarded a HOPE VI Revitalization Grant that proposed a mixed-financed housing development primarily for the Spring Brook Meadows community. Since the HOPE VI project includes homeownership activities, a homeownership plan is also required.

Furthermore, the Quality Housing and Work Responsibility Act of 1998 ("QHWRA") merged and reformed the Section 8 certificate and voucher programs, and now permits public housing authorities to implement a Section 8 Homeownership Program. The implementation of a Section 8 Homeownership Program requires an amendment to the Section 8 Administrative Plan to incorporate this homeownership option. Because of HPHA's recognition of a large

homeownership potential in the City of High Point, HPHA has determined that the recently codified Section 8 Regulations will provide much needed homeownership opportunities. Participants in the Section 8 Homeownership Program may identify units, either publicly or privately owned, and seek to purchase the units in accordance with the requirements set forth in this Homeownership Program.

HPHA has been operating its Section 5(h) Homeownership Program under a homeownership plan, the last of which was approved and adopted by the Board of Commissioners on January 21, 2001. The purpose of this Homeownership Program is to provide one comprehensive homeownership program that updates and clarifies the Section 5(h) Program; includes the HOPE VI and Section 8 Programs; and complies with current HUD regulations.

In general, this Homeownership Program is directed toward scattered sites. The only targeted community is the HOPE VI Site that will be a mixed-income community of forty-four (44) elderly rental units and 114 for-sale homes. The Spring Brook Meadows Community is located on a 37.5-acre site situated between Springfield Road (to the north) and Fairfield Road (to the south) and between Brentwood Road (to the west) and Baker Road (to the east). The HOPE VI Site is just east of High Point's Main Street, and a few minutes south of Interstate 85, with access from both Main Street and Brentwood Road. The HOPE VI Site still contains the Roy Frazier, Jr. Sports Complex and associated fields and the Springfield Children's Center (day care center). Several modest older homes and the Reaves Memorial Baptist Church are located on Baker Road. The nearby houses on Springfield Road, Glenmoore Street and Walton Street are small, older, wooden homes, some craftsman-style and some ranch-style.

Brentwood Road, which runs from north to south, is a four-lane road that is mostly residential with several warehouses. At the corner of Brentwood and Fairfield Roads are Zing's Gas and Convenience Store and Advance Auto Repair. Fairfield Road, which runs from east to west, is also a four-lane road and carries more traffic than Baker Road but less than Main Street. The Fairfield Shopping Center, with a Food Lion, Kerr Drugs, Radio Shack, Sunshine Health and Herb Shop, a Chinese restaurant, a Laundromat and Advance America (cash advance shop) is located on Fairfield Road, west of the HOPE VI Site. On Main Street at Fraley Road there is a Winn Dixie, a Blockbuster and an older mall with a fruit/vegetable market and a Family Dollar.

In November 1998, by its approval of a HOPE VI Demolition Grant, HUD affirmed that the Spring Brook Meadows Community had major structural and site deficiencies that rendered

it obsolete. Since that time, all 158 residents have been relocated, demolition has been completed, and a HOPE VI redevelopment grant has been approved.

In May of 1999, the City deemed the Spring Brook Meadows Community a code enforcement district and committed HOME and Community Development Block Grant (CDBG) funds to help restore the area. In census tract 142, where Spring Brook Meadows is located, only eighty-nine (89) permits were issued in the last five (5) years and 42% of those came from HPHA developments. On the south side of Spring Brook Meadows, the development of Wadsworth Court and Thomas Grove contains thirty-two (32) attractive brick homes sold to public housing eligible families. Since 1995, the tax value of the land has declined or remained flat each year, from a high of $1.40 per $100 of assessed value to a current low of $1.23.

Census data indicates that the neighborhood surrounding the Spring Brook Meadows Community has moved from a minority concentration of .06 % in 1970, to 25% in 1990, and to an estimated 52% today. The Spring Brook Meadows Community's population was 89% African-American, 7% Caucasian and 2% Hispanic before the relocation. Fifty-six percent (56%) of families were very low-income, 74% had an unemployed head of household, and 41% received public assistance. An additional 41% earned only minimum wage, which was insufficient to subsist in High Point without housing or income assistance. Because of recent successes in Welfare-to-Work and Economic Self Sufficiency Programs, recent surveys show that 53% of the Relocatees now have incomes above 25% of the AMI and, therefore, could qualify for homeownership with subsidy assistance.

II. DEFINITIONS

As used in this Homeownership Program, the following terms not otherwise defined herein shall have the following meanings:

Administrative Plan: The Administrative Plan is that document adopted by HPHA, and amended from time to time, that includes HPHA's policies for administering the Section 8 programs.

Admissions and Continuing Occupancy Policy: The Admissions and Continued Occupancy Policy ("ACOP") is that document adopted by HPHA, and amended from time to time, that includes HPHA's policies for administering the public housing program.

AMI: Area Median Income.

Annual Contributions Contract: The Annual Contributions Contract ("ACC") is executed between HUD and HPHA covering the development and modernization funds to be used to support HPHA's public housing units.

Case Manager: The Case Manager is an employee of HPHA, or a person or organization approved by HPHA, who will evaluate the homeownership potential of participants, develop and plan for qualifying within a specified period, and periodically, monitor and report progress.

Counselor: The Counselor is an employee of HPHA, or a person or organization approved by HPHA, who will provide homeownership counseling to participants in the Homeownership Program.

Down Payment: The Down Payment is the equity the participant will contribute from his/her funds to the purchase of the home at the time of closing. The Down Payment shall be the $1000 or 1% of the sales price, whichever is greater.

Family Obligations Agreement: The Family Obligations Agreement is that agreement required to be executed by the participant that outlines the program requirements, including both pre-purchase obligations and requirements throughout the term of homeownership assistance.

First Mortgage: A First Mortgage provided by a private lending institution ("lender") based on income, credit, debt and other underwriting criteria established by the lender.

Homeownership Coordinator: The Homeownership Coordinator is an employee of HPHA who works in the Department of Resident Services and is directly responsible for

marketing and implementing the Homeownership Program, and developing and implementing the homebuyer education program.

HOPE VI Grant: The 1999 HOPE VI Implementation Grant for the revitalization of Spring Brook Meadows (formerly known as "Springfield Townhomes").

HOPE VI Site: Spring Brook Meadows (formerly known as "Springfield Townhomes") and scattered sites.

HOPE VI Task Force: A committee of Relocatees, recipients of housing assistance from HPHA, and interested members of the City of High Point that, among other things, participates in the planning of the HOPE VI revitalization of Spring Brook Meadows and this Homeownership Program.

HPHA: The Housing Authority of the City of High Point, North Carolina.

HUD: The United States Department of Housing and Urban Development.

Lease-Purchase Agreement: That agreement that shall be required to be executed by HPHA and the participant of the Lease-to-Own Program.

Non-Purchasing Residents: The term "Non-Purchasing Residents" is defined in Chapter VIII.

Payment Standard: The maximum monthly assistance payment for a family assisted in the Section 8 Homeownership Program before deducting the total tenant payment of the family.

Realtor: Real estate agent, licensed in the State of North Carolina, acting as facilitator in the home buying process.

Relocatees: Former residents of Springfield Townhomes who had been in compliance with the terms of their dwelling leases and who were relocated from the site following the award of the HOPE VI Demolition Grant.

Sales Price: The Sales Price of homeownership units sold by HPHA pursuant to this Homeownership Program shall be the appraised value.

Second Mortgage: A Second Mortgage provided by HPHA to make the home affordable to the participant, pursuant to the provisions of this Homeownership Program. The Second Mortgage shall be subordinate to the First Mortgage.

Section 5(h): A lease-to-own homeownership program authorized under 24 CFR 906, as amended from time to time.

Section 8 Homeownership Program: A mortgage assistance homeownership program utilizing Section 8 vouchers authorized under 24 CFR 982, as amended from time to time.

III. PURCHASER ELIGIBILITY AND SELECTION

A. FAMILY ELIGIBILITY REQUIREMENTS

In order to be considered for participation in this Homeownership Program, an applicant must satisfy the following conditions at the commencement of homeownership assistance:

1. Income Eligible. The applicant's family income must be between 35% and 80% of AMI; however, with respect to Relocatees seeking to return to the HOPE VI Site, the income minimum will be extended down to 25% of AMI.

2. United States Citizen or a Non-Citizen Who Has Eligible Immigration Status.[6]

3. Qualify as an "Eligible Family". HUD defines an eligible family[7] as including a competent adult who is at least eighteen (18) years of age or has been declared emancipated by Court order or by virtue of North Carolina law, and satisfying one of the following conditions:

   a. A family, with or without children, that consists of two or more persons related by blood, marriage, or operation of law (such as foster children, adopted children, and kinship arrangements), or two or more persons sharing residency whose income and resources are available to meet the family's needs, or two or more people who evidences a stable relationship over a period of time (not less than twenty-four (24) months);

   b. An elderly family whose head of household, spouse, or sole member is at least 62 years of age; two or more persons who are at 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides;[8]

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[6] 24 CFR Part 5.

[7] With respect to eligible families, HPHA shall approve a live-in aide as a reasonable accommodation for a family member with a disability or to care for a family member who is at least 50 years of age. Children who are temporarily away from home, because of placement in foster care, for example, are considered family members.

[8] Live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) Is determined to be essential to the care and well-being of the persons; (2) Is not obligated for the support of the persons; and (3) Would not be living in the unit except to provide the necessary supportive services.

c. A near elderly family whose head of household, spouse, or sole member is at least 50 years of age but less than 62 years of age; two or more persons who are at least 50 years of age but less than 62 years of age living together; or one or more persons who are at least 50 years of age but less than 62 years of age living with one or more live-in aides;

d. A disabled family whose head of household, spouse or sole member is a person with disabilities.[9] It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;

e. A displaced family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws;

f. The remaining member of a HPHA tenant family; or

g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a HPHA tenant family.

4. First-Time Homeowner. A first-time homeowner is defined as:

a. A family in which no member who intends to be an owner, has owned or presently has any ownership interest in a residence during the three (3) years before commencement of homeownership assistance;

b. A single parent or displaced homeowner who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

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[9] A person with disabilities is a person who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes his or her ability to live independently; and (c) is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001.

For purposes of qualifying for low-income housing, a disabled person does not include a person whose disability is based solely on any drug or alcohol dependence. Furthermore, for purposes of reasonable accommodation and program accessibility for persons with disabilities, please refer to 24 CFR Section 8.3.

c. A cooperative member, which is defined as a family of which one (1) or more members owns membership shares in housing owned by a corporation or association, where a member of the corporation or association has the right to reside in a particular unit and to participate in management of the housing.

d. A family in which a family member has a disability and use of the homeownership option is necessary as a reasonable accommodation.

5. Minimum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance shall not be less than the federal minimum hourly wage multiplied by 2,000 hours or 35% of the AMI (25% for eligible HOPE VI Relocatees with respect to the HOPE VI Site only) if greater. Except for an elderly family or a disabled family, HPHA must not include in annual income any welfare assistance received by the family for the purpose of meeting the minimum income requirements. However, welfare assistance shall be included when determining income eligibility for admission to the Section 8 Homeownership Program; the amount of the family's total tenant payment (gross family contribution); and the amount of homeownership assistance payments on behalf of the family. For an elderly family or a disabled family, welfare assistance is considered annual income for purposes other than the determination of whether a family initially qualifies for homeownership assistance.

6. Maximum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance must not be more than 80% of the AMI.

7. Employment Requirements One (1) or more adult family members who will own the home at commencement of homeownership assistance is currently employed full-time, i.e. not less than an average of thirty (30) hours per week, and has been continuously employed for the previous year before commencement of homeownership assistance for the family. HPHA shall determine whether and to what extent interruptions are considered to break continuity of employment during the year. HPHA shall count successive employment during the year, and may count self-employment in a business.

Employment requirements are not applicable to an elderly family or a disabled family. If a family other than an elderly or a disabled family includes a person with disabilities, HPHA shall grant an exemption for the employment requirement if it determines that an

exemption is needed as a reasonable accommodation so that the Homeownership Program is readily accessible to, and usable by, persons with disabilities.

8. Capacity to Assume Financial Responsibilities of Homeownership. The applicant must have "capacity to assume the financial responsibilities of homeownership. HPHA considers an applicant to have the capacity to assume financial responsibility of homeownership if the applicant meets the following conditions:

a. The applicant's projected mortgage payment (principal and interest), plus insurance, property taxes, utilities and other recurring homeownership costs not exceed the sum of 35% of adjusted income and any subsidy available for such payments;

b. The applicant has in hand, or a savings plan has been approved by HPHA, to acquire the required Down Payment; and

c. The applicant has an approved plan to remove debt and credit issues if such issues hinder the acquisition of the required First Mortgage.

9. No Default on a Mortgage Securing Debt to Purchase a Home.

10. Satisfactorily Complete the Pre-Assistance Homeownership Counseling Classes.

11. Current in all Lease Obligations. The applicant must be current in lease obligations for a period of six (6) months prior to purchase of a qualified unit. HPHA may provide a remedy so the applicant may cure a default.

12. Satisfactory Criminal Background Checks. The criminal background checks of all members of the household who are sixteen (16) years of age and older must be satisfactory and consistent with the ACOP and/or the Administrative Plan of HPHA.

13. Satisfactory References. The applicant must have satisfactory references from present and past landlords.

14. Satisfactory housekeeping inspection.

15. Family has entered a contract of sale or lease purchase agreement, as required by the particular subsidy program. Requirements of the contract of sale and the lease purchase agreement are as follows:

a. Specifies the price and other terms of sale;

b. Provides that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser and approved by HPHA;

c. Provides that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

d. Provides that the purchaser is not obligated to pay for any necessary repairs or discrepancies;

e. Contains a certification from the seller that he/she/it has not been debarred, suspended, or subject to a limited denial of participation in any HUD program.

HPHA must obtain and document in the applicant's file, third party verification of the following factors, or must document in the tenant file the reasons why third party verification was not available:

1. Reported family annual income;
2. Value of assets;
3. Expenses related to deductions from annual income; and
4. Other factors that affect the determination of adjusted income.

HPHA shall require the family head, and such other family members as HPHA designates, to execute a HUD-approved release and consent form authorizing any depository or private source of income, or any public agency, to furnish or release to HPHA or HUD, information the HPHA or HUD deems necessary. The family must execute a statement of family obligations in the form prescribed by HUD, agreeing to comply with all family obligations.

B. ADDITIONAL FAMILY ELIGIBILITY REQUIREMENTS FOR SECTION 8 HOMEOWNERSHIP PROGRAM

In addition to the eligibility requirements listed in Part A of this Chapter III, applicants seeking assistance under the Section 8 Homeownership Program must first be admitted to HPHA's Section 8 Housing Choice Voucher Program. Following admission to the Section 8 Homeownership Program, the participating family shall complete (close) the purchase of its home within six (6) weeks after contract execution or construction completion, the later thereof, unless otherwise extended by HPHA.

Families, or members of such families, participating in the Section 8 Homeownership Program may not receive Section 8 tenant-based assistance while receiving another housing subsidy under any duplicative federal, state or local housing assistance program. HPHA must conduct a re-examination of family income for participants in the Section 8 Homeownership Programs at least annually; however, at anytime, HPHA may conduct an interim re-examination of family income. At anytime, the family may request an interim determination of family income because of any changes since the last determination. HPHA must make interim determination within a reasonable time after the request.

C. ADDITIONAL FAMILY ELIGIBILITY REQUIREMENTS FOR LEASE-TO-OWN PROGRAM

In addition to the requirements listed in Part A of this Chapter III, applicants seeking assistance under the Lease-to-Own Program shall be required to close the purchase of its home within five (5) years of the execution of the Lease-Purchase Agreement, unless otherwise extended by HPHA.[10]

D. FAMILY SELECTION PREFERENCES

HPHA has adopted selection preference factors for admission into the Homeownership Program. The selection preference factors are as follows (in descending order of priority):

1. HOPE VI Relocatees (for the HOPE VI Site only);
2. Families on the Homeownership Program's waiting list;
3. Public housing and Section 8 tenants;
4. Families on the public housing and Section 8 waiting lists; and then
5. Other low-income residents of HPHA's jurisdiction who meet the income limits.
6. Within all of the categories listed above, there shall be a preference for veterans of the United States military.

In order to receive the selection preference, the applicant must have been in compliance with the terms of his/her tenancy for a minimum of thirty (30) days prior to submission of the application. In addition, further preference is given to applicants who have completed a HPHA economic self-sufficiency, job-training program, or an equivalent program as determined by HPHA.

[10] Please refer to the section entitled "Non-Purchasing Residents" for further discussion.

E. FAMILY SELECTION

In order to be considered for assistance in any of the three (3) homeownership programs discussed herein, every applicant must submit a Homeownership application provided by HPHA. All applications must be dated when received by HPHA. The submission of a Homeownership Application shall not affect any applicant's place on any another HPHA waiting list.

HPHA's selection of applicants shall be based upon eligibility criteria and selection preference factors listed in this Section III in the order of receipt of the Homeownership applications. Participation in this Homeownership Program is conditioned on the family attending and successfully completing the pre-homeownership counseling provided or approved by HPHA prior to the commencement of receiving homeownership assistance as described in the Section "Entitled Administration—Pre-purchase/Pre-Homeownership Counseling.

IV. PROPERTY ELIGIBILITY AND DESCRIPTION

The unit selected by a participant must pass an initial HPHA Housing Quality Standards Inspection ("HQS") or a Uniform Physical Condition Standards Inspection ("UPCS"), as applicable and required by HUD. Generally, units that will be purchased using Section 8 Homeownership assistance will be subject to a HQS as required by 24 CFR 982 subpart 1. The 5(h) units and other housing that is insured and/or assisted under certain HUD programs are subject to UPCS as provided in 24 CFR Parts 5 and 200. The purchasing family must pay for an inspection by an independent professional approved by HPHA. The independent inspection requirement of units not covered by the HUD regulations referenced above may be waived by HPHA. The family and HPHA will together determine the extent to which repairs, if any, must be made prior to purchase. For new property in the HOPE VI program, the inspection will take place during the final "walk-through" inspection prior to closing the purchase. Sufficient funds shall be withheld in escrow from the contractor or seller until repairs are completed. For units in HPHA's Section 5(h) Program, the inspections will occur as required by the terms of the dwelling lease, and prior to the family's purchase of the unit, an inspection will take place during the final "walk-through" inspection prior to closing the purchase.

The unit to be purchased is ineligible if it is:

1. A unit receiving project-based assistance;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
3. College or other school dormitories; or
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions.

With respect to the HOPE VI project, the Second Mortgage Program utilizing HOPE VI funding is limited to eligible HOPE VI units.

The Lease-to-Own Program is limited to for-sale eligible units (Section 5(h) units) owned by HPHA. At the time a family in the Lease-to-Own Program purchases the home (within five (5) years of the execution of the Lease-Purchase Agreement), HPHA will determine if the family

is eligible for assistance under the Second Mortgage Program; in which case, HPHA will subsidize the purchase by utilizing HPHA's Capital Funds.

Section 8 Homeownership Program is applicable to any eligible unit in the HPHA jurisdiction; however, preference will be given to the HOPE VI project.

The unit to be purchased may be either a one-unit property or a single dwelling unit in a cooperative or condominium. The unit must satisfy HPHA family size and composition standards. It must be either under construction or already existing at the time HPHA determines the family's eligibility for assistance to purchase the unit.

V. FINANCING

A. SALES PRICE

In order to maintain the value of the property to be purchased as well as that of the surrounding community, HPHA shall sell its homeownership units, including the homeownership units in the HOPE VI Site, for the appraised value. For the Lease-to-Own Program, this price shall be established prior to execution of the Lease-Purchase Agreement. For participants in this Homeownership Program who purchase homes in the private market, the sales price shall be negotiated between the buyer and seller and shall be subject to HPHA's approval. Affordability objectives shall be obtained through deferred Second Mortgages and Section 8 Homeownership assistance.

B. TYPES OF ASSISTANCE

The financing for property purchased under the HPHA Homeownership Program may consist of as many as three (3) components depending on the income of the eligible family. All families participating in this Homeownership Program shall obtain a First Mortgage and, under this Homeownership Program, may be eligible for the following assistance:

1. Second Mortgage Assistance based on the criteria established in this Homeownership Program;

2. Section 8 Homeownership assistance wherein families with incomes between 35% (25% for HOPE VI Relocatees) to 80% of the AMI may receive First Mortgage payment assistance based on the criteria established in this Homeownership Program and the criteria established by HUD under its Section 8 Homeownership Program; and/or

3. Lease-to-Own Program assistance wherein the family will reside in the public housing unit it intends to purchase while making a good faith effort to purchase the home during the time period described herein, as determined by HPHA.

All families participating in this Homeownership Program shall be required to contribute $1,000 from their own funds or 1% of the sales price, whichever is greater, to the Down Payment on the unit to be purchased.

C. FIRST MORTGAGE REQUIREMENT

All eligible families shall obtain a First Mortgage from a private lender based on their income, credit, debt and other underwriting criteria established by the lender. All financing must be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards. If the First Mortgage is financed with FHA, VA or other mortgage insurance, such financing is also subject to its mortgage insurance requirements.

HPHA shall review lender qualifications and the loan terms for the First Mortgage and must approve prior to authorizing assistance based on the following criteria:

1. HPHA may disapprove proposed financing, refinancing or other debt if it determines that the debt is unaffordable. In no case shall the out of pocket housing expenses exceed the lesser of (1) 35% of the family's adjusted income as defined in 24 CFR Part 913, or (2) the maximum mortgage amount as determined by HPHA and the approved lender based on the lender's underwriting criteria.

2. HPHA may disapprove proposed financing, refinancing or other debt if it determines that the lender or loan terms do not meet HPHA qualifications. HPHA may take into account other family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by HPHA in making its determination.

3. HPHA shall require that financing for the purchase of a home under the Homeownership Program be provided, insured, or guaranteed by state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.

4. The loan amount shall not exceed the appraised value less the buyer's Down Payment.

D. SECOND MORTGAGE ASSISTANCE PROGRAM

The Second Mortgage Assistance Program will provide a deferred Second Mortgage in an amount sufficient to make the unit affordable for the target market. These funds will come from an approved HOPE VI Grant for the HOPE VI Site only, HPHA's Capital Funds (or other approved HPHA funds) for the Section 5(h) units and other qualified units, and may be supplemented by state and/or private Second Mortgage programs.

The Second Mortgages will be limited to a maximum of forty percent (40%) of the sum of the sales price and closing costs—this limit may be adjusted from time to time by HPHA. Because of the HUD requirement for a community with mixed income, the number of units available in each category may be limited.

The amount of the Second Mortgage (up to the maximum stated above) shall be the Purchase Price plus the buyer's estimated closing costs, less the First Mortgage amount, and less the Down Payment and any other assistance that may be provided. The Second Mortgage shall be at no interest and forgiven at a rate of 1/168 per month starting six (6) years from the date of sale. At the end of the 20th year, the balance of the Second Mortgage shall be completely forgiven. The Second Mortgage will not be repaid to HPHA unless the homeowner sells or refinances the home before the expiration of twenty (20) years.

The family must obtain and maintain flood insurance for units in special flood hazard area, and must be notified if units are in airport runway clear zones and/or airfield clear zones.

The following restrictions shall be placed on the resale or refinancing of a home that received assistance under the Second Mortgage Assistance Program:

1. HPHA shall have the right to purchase the home for the amount and on the terms of a firm contract between the initial homeowner and the prospective buyer. HPHA shall have ten (10) days from receiving notice of the firm contract to exercise this right. HPHA shall have sixty (60) additional days to complete the closing of the sale. Should HPHA repurchase the property, HPHA must make all reasonable efforts to promptly resell the unit to an eligible family.

2. If the homeowner sells the home within twenty (20) years to another eligible low-income household, the new homeowner may assume the Second Mortgage if necessary to qualify for a First Mortgage, as determined by HPHA.

3. If the homeowner sells the home within twenty (20) years in order to purchase a "better" home, the homeowner will not be required to repay the Second Mortgage if the Purchase Price of the new home equals at least the original Purchase Price of the old home plus the remaining balance of the Second Mortgage, as determined by HPHA.

4. If the homeowner sells the property within twenty (20) years of the purchase and does not qualify for one of the exceptions stated above, the remaining balance of the Second Mortgage will be due and payable to HPHA.

5. In any of the sales cases described above, a portion of the increase in the equity (value) of the home may be realized by the homeowner.

6. The homeowner may not refinance or obtain an equity loan unless specifically approved by HPHA. With regard to subordination of soft second mortgages, HPHA shall not subordinate within a 12-month period of closing. Thereafter, HPHA subordination may take place for a homeowner who wishes to refinance his or her first mortgage if the following criteria are met: 1) the new loan is 90% or less Loan-to-Value (LTV), and 2) HPHA's soft second mortgage, together with the new loan, does not exceed the most recent appraised value of the home. The appraiser shall be an independent, certified appraiser approved by HPHA and the buyer.

For the purpose of illustration only, please consider the following example[11]:

> Family A consists of three (3) members and is earning $25,250 per year or 50% of AMI. Family A would like to purchase a 3-bedroom home with a sales price of $89,000 and closing costs of $1,000. In order for Family A to live in affordable housing, no more than 35% of the gross family income will be available for monthly housing expenses; in this case, $736 is available for monthly housing expenses:
>
> $25,250 * 35% ≈ $8,832 annually or $736 monthly
>
> Of the $736 available to Family A for its monthly housing expenses, only a portion of this amount is available for mortgage payments. The other portion will be used for such expenses as property taxes, insurance and utilities. For Family A, $351 is available for mortgage payments:

Taxes	$175
Insurance	60
Utilities	150
Total	$435

Total Monthly Housing Expenses	$ 736
Less Taxes, Insurance& Utilities	435
Total Available for First Mortgage:	$ 351

> If Family A qualifies for a $53,500 First Mortgage from a private lender based upon the 35% ratio referred to above, Family A could afford to purchase the home with Second Mortgage assistance provided by HPHA:

[11] Please refer to Exhibit C entitled Affordability Analysis for more detailed examples.

	Sales Price	$ 89,000
	Closing Costs	1,000
	Total Costs	$ 90,000
Financing:	Family A's Down Payment	$ 1,000
	First Mortgage	53,500
	HPHA's Second Mortgage	35,500
	Total	$ 90,000

E. SECTION 8 HOMEOWNERSHIP PROGRAM

The Section 8 Homeownership Program provides direct mortgage and housing expense subsidies to families who are participating in HPHA's Section 8 Homeownership Program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24 CFR Part 982. The eligible family who has been approved and selected as a Section 8 Homeownership participant shall enter into a written agreement with HPHA that it will comply with all of the obligations of the Section 8 Homeownership Program.

The maximum term of assistance is fifteen (15) years if the initial mortgage obtained to finance the purchase has a term of twenty (20) years or longer, or ten (10) years in all other cases. The maximum term shall apply to any family member who has an ownership interest during the time homeownership payments are made, or any family member who is the spouse of any member of the household who has an ownership interest during the time homeownership payments are made.

There is no maximum term of assistance for elderly families if the family qualifies as an elderly family at the commencement of homeownership assistance. There is also no maximum term of assistance for disabled families if, at any time during receipt of homeownership assistance, the family qualifies as a disabled family. However, if during the course of assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date assistance commenced. If the family ceases to qualify as a disabled or elderly family and is otherwise eligible to receive assistance, the family must be provided at least six (6) months of assistance after the maximum term becomes applicable.

HPHA's monthly payment is the lower of the Payment Standard minus the total tenant payment, or the family's monthly homeownership expenses minus the total tenant payment. The Payment Standard for a family is the lower of the Section 8 payment standard for the family unit size, and the Payment Standard for the size of the home. When there is a difference between the Payment Standard at the commencement of homeownership assistance for occupancy of the home, and the Payment Standard at the most recent regular re-examination of family income and composition since the commencement of homeownership assistance for occupancy of the home, the greater Payment Standard shall prevail. HPHA uses the same payment standard schedule, Payment Standard amounts, and subsidy standards for the Section 8 Homeownership Program as that for the rental voucher program.

Homeownership expenses may only include amounts allowed by HPHA to cover:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. Real estate taxes and public assessments on the home;
3. Home insurance;
4. HPHA allowance for maintenance expenses;
5. HPHA allowance for costs of major repairs and replacements;
6. HPHA utility allowance for the home.

Mortgage assistance payments shall be made directly to the mortgage lender on behalf of the family. If assistance payments exceed the amount due the lender, HPHA shall pay the excess directly to the family.

For the purpose of illustration only, please consider the following example[12]:

> Family B consists of three (3) members and is earning $12,625 per year or 25% of AMI. Family B would like to purchase a 3-bedroom home with a sales price of $90,000 and closing costs of $1,000. The Payment Standard in this case $797 of which only a portion is available for mortgage payments. The other portion will be used for such expenses as property taxes, insurance, utilities and maintenance. For Family B, $362 is available for mortgage payments:

Taxes	$ 175
Insurance	60
Utilities	150

[12] Please refer to Exhibit C entitled Affordability Analysis for more detailed examples.

Maintenance	50
Total	$ 435

Payment Standard	$ 797
Less Taxes, Insurance, etc.	435
Total Available for First Mortgage:	$ 362

Family B qualifies for a $55,100 First Mortgage from a private lender using Section 8 Homeownership assistance. Family B will pay 30% of its income toward the payment of the First Mortgage ($316) and HPHA will contribute $481 to the First Mortgage under the Section 8 Homeownership Program. Family B could afford to purchase the home with Section 8 Homeownership and Second Mortgage assistance provided by HPHA:

	Sales Price	$ 90,000
	Closing Costs	1,000
	Total Costs	$ 91,000
Financing:	Family B's Down Payment	$ 1,000
	First Mortgage	55,100
	HPHA's Second Mortgage	34,895
	Total	$ 91,000

HPHA shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home as follows:

1. The recapture amount upon the sale of the home is the lesser of scenarios a and b below:

   a. The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

   b. The difference between the sales price and Purchase Price of the home, less costs of any capital expenditures, costs incurred by the family in the sale of the home (such as sales commission and closing costs), the amount of the difference between the sales price and Purchase Price that is being used towards the purchase of a new home, and any amounts that have been previously recaptured.

2. The recapture amount upon the refinancing of the home is the lesser of a and b

below:

a. The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

b. The difference between the current mortgage debt and the new mortgage debt, less costs of any capital expenditures, costs incurred by the family in the refinancing of the home (such as closing costs), and any amounts that have been previously recaptured as a result of refinancing.

The number of families receiving the First Mortgage Payment Assistance is limited to the number of Section 8 vouchers assigned to HPHA.

F. LEASE-TO-OWN PROGRAM

The Lease-to-Own Program was originally funded with HOPE 3 and other HPHA program funds. The Lease-to-Own Program provides for a five (5) year lease period with an option to purchase under the Section 5(h) Program. During the five (5) year lease period, the units are owned and operated as public housing units with HPHA receiving its normal Annual Contributions Contract amount and tenant rent. The Second Mortgage Assistance Program, utilizing the HPHA funds remaining in the unit, may subsidize the purchase by the resident as determined by HPHA. The purchaser may also be eligible for assistance under the Section 8 Homeownership Program after the purchase option is exercised.

The target market for this program are families with incomes from 35% to 80% of the AMI, with the sales price of all the property to be determined by an appraisal prior to executing the Lease-Purchase Agreement.

During the lease period, the rent paid by the prospective buyer is 30% of the family's adjusted income, as with other public housing units, and the participant shall also agree that:

1. The family will occupy the unit subject to payment of rent and compliance with the lease provisions for a period of not more than five (5) years.

2. HPHA shall require the head, co-head and/or spouse to sign a statement acknowledging their willingness to participate in all training and efforts by HPHA to prepare the

family for homeownership and shall, no less than annually, provide up-to-date information to HPHA pertaining to debt reduction and efforts to repair credit problems and cooperate with HPHA in making an annual assessment of the progress made toward homeownership, which shall include, but not be limited to, participating in homeownership education and the meeting of all requirements under the lease agreement. In turn, HPHA shall issue a summary of the assessment in writing to the lessee within thirty (30) days of the assessment interview, which such summary shall clearly state progress made by the family, areas which the family needs to address and the expiration date of the lease-to-purchase option period.

3. HPHA shall determine utility allowances based on the average cost for all tenants in the Lease-to-Own program over the most recent 12-month period and shall establish a dollar allowance based on the average. Residents in the lease phase of the Lease-to-Own Program shall then be responsible for purchasing all utilities for their respective home. Keeping the utilities paid in full and connected at all times shall be a responsibility of the lessee under the terms of the lease.

4. The family will comply with the requirements of the Homeownership Program; and by the end of five (5) years, if the family is ineligible for purchase or declines to purchase, the resident shall be given the choice of either relocation to other suitable and affordable public housing, Section 8 housing, or market housing. See the Chapter VIII entitled "Non-Purchasing Residents" for additional information.

5. In the Lease-to-Own Program, the homebuyer shall have the option within six (6) months of closing, to purchase the home under lease or may purchase another home, if available, which both HPHA and the homebuyer agrees is both suitable and affordable to the homebuyer.

Upon exercising the purchase-option, a First Mortgage must be obtained from a private

lender which will be based on the private lender's criteria which will likely include, but not be limited to, income, projected housing expenses, credit, debt and other underwriting criteria established by the lender; please refer to Section C of this Chapter V. HPHA may also disapprove the proposed debt if it is deemed unaffordable, and in no case shall the out-of-pocket housing expenses exceed 35% of the family's adjusted income. In order to make the unit affordable for the target market, the Second Mortgage Assistance and Section 8 Homeownership Programs are available under the terms and conditions described above. The purchaser is required to contribute a Down Payment of $1,000 of which $500 is a non-refundable deposit at the execution of the Lease-Purchase Agreement.

G. POST CLOSING REQUIREMENTS

As long as HPHA continues to provide mortgage assistance, or has a mortgage interest in the home, under the Section 8 Homeownership and/or Lease-to-Own Programs, the family must:

1. Participate in ongoing counseling as specified in the HPHA counseling program.

2. Comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.

3. Use and occupy the home as its sole residence. Section 8 Homeownership assistance will terminate if the family is absent for longer than 180 days. The family must supply any information requested by HPHA to verify that the family is residing in the home, or relating to the family's absence. The family must promptly notify HPHA of absence from the home, including any information requested on the purposes of the family's absences. HPHA may from time to time verify family occupancy or absence by such means as: by letters to the family, phone calls, visits, and questioning neighbors. Family members may engage in legal profit-making activities in the home, but only if such activities are incidental to its primary use as a residence.

4. Promptly inform HPHA of the change in family composition including birth, adoption or court-awarded custody of a child, or if any family member no longer resides in the

home. The family must request HPHA approval to add any other family member as an occupant. HPHA has discretion to determine which members continue to receive assistance in the program if the family breaks up. In determining who remains in the home, HPHA will consider, among other factors, whether assistance should remain with family members remaining in the original assisted home; the interests of minor children or of ill, elderly or disabled family members; whether family members are forced to leave as a result of actual or threatened physical violence against family members by a spouse or other member of the household. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, HPHA shall be bound by the court's determination regarding which family members continue to receive assistance in the program.

5. Promptly inform HPHA of the death of a family member who holds, in whole or in part, title to the home. Assistance under this Homeownership Program may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

6. Supply any information (certification, release or other documentation) that HPHA or HUD determines is necessary in the administration of the Program. Such information includes, but is not limited to, evidence of citizenship or eligible immigration status; income and composition; verification of social security numbers; mortgage or other debt incurred to purchase the home and any defaults; any sale or other transfer of any interest in the home; and homeownership expenses.

7. Notify HPHA before vacating the unit.

8. Remain crime-free. Family members must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs or be involved in drug-related criminal activity or violent criminal activity.

9. Have no ownership interest, direct or indirect, in any other residential property.

VI. CONSULTATION WITH RESIDENTS AND POTENTIAL PURCHASERS

In developing and carrying out this Homeownership Program following HUD approval, HPHA shall consult with the HOPE VI Task Force and other residents and members of the community who represent the potential purchasers and beneficiaries of this Homeownership Program. HPHA shall meet with them as necessary and appropriate to provide them with information and a reasonable opportunity to make their views and recommendations known. HPHA shall give residents and their resident organizations full opportunity for input in the homeownership planning process, and full consideration of their concerns and opinions.

The HOPE VI Task Force was formed specifically for this purpose as related to the HOPE VI project. This group consists of a diverse group of Relocatees, recipients of housing assistance from HPHA, and members of the community. It meets regularly and has already provided substantial input to the master planning for the project.

Prior to final submission to HUD for approval, this Homeownership Program will be presented and comments received and considered. After approval and during implementation, presentation on the status, progress, and implementing issues will be made at least once a quarter. Members of these groups will also be used as a focus group for developing and disseminating marketing and information materials on the homeownership opportunities.

VII. COUNSELING

HPHA shall have individual counseling and group education for participants in the Homeownership Program consistent with HUD requirements, as may be amended from time to time.[13] Individual counseling shall assist the individual participants, in determining eligibility and financing capacity, in determining the specific type of financing assistance needed for their specific condition, and in developing and implementing a plan for qualifying for and closing the home purchase. The counseling will include working with the prospective private lender. After receiving the initial application from the family, HPHA will assign a Case Manager/Counselor (collectively referred to "Case Manager") to the applicant who will carry out this function through the closing of the property sale. Thereafter, the Case Manager will periodically (at least annually) review the family's mortgage payment and assist in resolving delinquencies or other financial problems.

At the initial meeting with a family selected to participate in the Homeownership Program, the assigned Case Manager shall provide an oral briefing with information on the specific subsidy program that has been selected, how it works, and the family's responsibilities. If the family currently lives in a high poverty census tract in the HPHA's jurisdiction, the Case Manager shall discuss the advantages of moving to an area that does not have a high concentration of poor families. In addition, the Case Manager shall give the family information regarding:

1. How HPHA determines the amount of the housing assistance payment, including the Payment Standard and the total tenant payment.

2. HPHA subsidy standards, including when the HPHA will consider granting exceptions.

3. HUD brochure on how to select housing.

4. Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form. If the family claims that illegal discrimination because of race,

[13] Please see to HUD's Housing Counseling Program Handbook, Directive Number 7610.1 REV-4, Chapter 3 (October 27, 1997) as a reference.

color, religion, sex, national origin, age, family status or disability prevented the family from finding suitable housing with assistance under the program, HPHA must give the family information on how to fill out and file a housing discrimination complaint.

5. List of parties who are prepared to help the family find a home.

6. Accessible housing known to HPHA that may be available, if the family includes a disabled person.

7. Family obligations.

8. HPHA's informal hearing procedures.

In addition to the individual counseling, HPHA will sponsor classroom sessions for groups of participants. The curriculum shall be designed so that the classroom session may be completed in no more than one (1) year. The topics to be covered shall be, at a minimum, the following:

1. Home maintenance, including care of the grounds.

2. Budgeting and money management.

3. Credit counseling.

4. How to negotiate the purchase price of a home.

5. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing, types of subsidies available and associated qualifications and obligations.

6. How to find a home, including information on homeownership opportunities, schools, and transportation in the HPHA jurisdiction.

7. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas.

8. Information on fair housing, including fair housing lending and local fair housing enforcement agencies.

9. Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The counseling program will have Case Manager(s) under the supervision of the Homeownership Coordinator. In addition, a Case Manager under the HOPE VI program will be assigned full time to assisting the Relocatees. From time to time the education program will utilize volunteers from the local financial and real estate community to conduct classes. The Homeownership Program also contemplates utilizing private credit and debt counselors to assist prospective purchasers in resolving credit and debt issues.

VIII. NON-PURCHASING RESIDENTS

If a resident in a Lease-to-Own unit in connection with HPHA's Homeownership Program is ineligible for purchase or declines to purchase the unit at the end of the lease period, or fails to make progress with respect to the Family Obligation's Agreement during the lease period as determined by HPHA, the resident must relocate to other suitable and affordable Section 8 or public housing at a rent no higher than that permitted by HUD (if the resident is eligible) or to market housing.[14] If the resident refuses to relocate after receiving notice from HPHA, HPHA may seek possession of the unit as provided by federal and state law.

A non-purchasing resident who chooses to relocate pursuant to this section shall be offered the following relocation assistance:

1. Advisory services to assure full choices and real opportunities to obtain relocation within a full range of neighborhoods where suitable housing may be found, in and outside areas of minority concentration, including timely information, counseling, explanation of the resident's rights under the Fair Housing Act, and referrals to suitable, safe, sanitary and affordable housing (at a rent no higher than permitted by HUD), which is of the resident's choice, on a nondiscriminatory basis, without regard to race, color, religion (creed), national origin, handicap, age, sex, or familial status in compliance with applicable Federal and State law. This requirement will be met if the resident is offered the opportunity to relocate to other suitable housing assistance programs under Section 8

[14] In the Code of Federal Regulations, HUD contemplates that a public housing authority may convert an "existing" public housing unit that is occupied by a family into a Section 5(h) homeownership unit; such a family is referred to as an "existing resident" by HUD. 24 CFR § 906.6(a). HUD prohibits a public housing authority from relocating or evicting an "existing resident" who chooses not to purchase the converted unit in order to make the unit available for sale. 24 CFR § 906.10. All of the Section 5(h) homeownership units currently in HPHA's inventory are "new public housing" constructed for the purpose of homeownership sale pursuant to the Section 5(h) regulations; there was *no* conversion of any "existing" public housing units to homeownership units. Therefore, there are no residents who qualify as an "existing resident" in HPHA's Section 5(h) program because all of the Section 5(h) units are newly constructed units.

of the Act, or any other Federal, State, or local program that is comparable, as to standards of housing quality, admission and rent, to the programs under the Act, and provides a term of assistance of at least five (5) years; and

2. Payment of actual, reasonable moving and related expenses.

As soon as feasible after they can be identified, all non-purchasing residents shall be given a minimum of thirty (30) days written notice of their options under this Section. The notice must inform the non-purchasing resident of the following:

1. That the Lease-Purchase Agreement requires that the resident purchase the unit within five (5) years of the date of execution;

2. That the resident is ineligible (or has declined) to purchase the unit within the time required which is a material breach of the lease;

3. That the lease shall terminate thirty (30) days from the date of the notice;

4. That the resident may relocate to Section 8 or public housing if the resident and household are eligible or to market housing, and that the resident is entitled to relocation assistance and reasonable moving expenses;

5. That if the resident fails to relocate within thirty (30) days, HPHA may initiate civil proceedings to evict the resident from the unit; and

6. That the resident may reply to the notice, examine all relevant HPHA documents, and request a grievance hearing.

IX. SALES PROCEEDS

Sales proceeds (includes earnest money, Down Payments, etc., as well amounts payable on sale and resale) shall first be used for sales and administration costs of the Program, and then may be retained by HPHA for the purpose of housing assistance to low-income families. HPHA shall use the proceeds from the initial sale of HOPE VI units and the Section 5(h) units for the development and operating costs of the programs. This shall also include costs associated with the implementation of this Homeownership Program and related supportive services, repairs to resale units, business opportunities for participating families, developing and mortgage assistance for additional affordable housing, and other activities approved by HUD. HPHA shall also establish a reserve for any contingent liabilities of HPHA under its Homeownership Program such as guaranty of mortgage loans, repurchase, repair and resale of homes in the event of defaults, and loans to homeowners to prevent or cure default or for other emergency housing needs. These proceeds shall be committed within one (1) year.

In the event HPHA receives funds recaptured from the Section 8 Homeownership Program as described above, fifty percent (50%) of the proceeds shall be used by HPHA for the costs of the Homeownership Program. The remaining fifty percent (50%) shall be returned to HUD within fifteen (15) days of the sale. The proceeds shall be committed within one (1) year.

X. ADMINSTRATION

The Homeownership Program will be administered by the Homeownership Coordinator who works in HPHA's Department of Resident Services. The Homeownership Coordinator is directly responsible for marketing and implementing the Homeownership Program, and for the development and implementation of the homebuyer education program. He/she will develop program material such as, but not limited to, Information Brochures, Eligibility Applications, Family Obligations Contract, Section 8 Homeownership Voucher forms, Addendum to Sales Contract (Section 8 Homeownership), Housing Assistance Payment Calculation Worksheets, Section 8 Homebuyer Program Agreement, and Progress Checklist and Reporting forms.

The Homeownership Coordinator will also supervise the assigned Case Managers who will be responsible for counseling and assisting potential eligible purchasers to qualify for a private First Mortgage and appropriate subsidy programs, and existing residents in the Lease-to-Own program. The Case Managers will evaluate the homeownership potential of each client and develop and plan for qualifying within a specified period, and periodically, monitor and report progress.

The Homeownership Coordinator will work closely with private financial institutions in seeking private financing, and private credit and debt counseling services to assist prospective purchasers in resolving credit and debt issues. He/she will also coordinate with HOPE VI staff in identifying potential homes available in their development project, and with the private real estate community in identifying potential privately owned affordable for-sale housing.

In implementing the HPHA Homeownership Program, the staff will perform the following specific functions.

A. PRE-PURCHASE/PRE-HOMEOWNERSHIP ASSISTANCE COUNSELING

1. Eligibility Determination: HPHA's staff shall conduct an interview with each applicant to review income, employment, credit history and other information

relevant to the program's eligibility criteria and defined preferences. Participants must sign a "Family Obligations Agreement" which outlines the program requirements, including both pre-purchase obligations and requirements throughout the term of homeownership assistance. If the applicant meets the basic requirements of the program, he/she will be referred to a Case Manager.

2. Homebuyer Counseling/Education: The Case Manager shall explain the Homeownership Program as delineated in the Counseling Section of this Homeownership Program. The Case Manager shall evaluate the applicant's homeownership potential, review the credit report, and complete an initial "buying power" determination based on current lender's standards and HPHA subsidy programs. The Case Manager and the applicant will develop an action plan that outlines the steps necessary to become "mortgage ready." Depending on the specific needs and abilities of the participant, they will enroll in a pre-defined homebuyer education course as defined in the Counseling Section of this Homeownership Program, and be assigned to a permanent Homeownership Counselor.

At a minimum, the homebuyer education course would include the topics required by the Homeownership Program. After a loan is approved, the participants will attend a final pre-purchase counseling session which will review the specific requirements of the subsidy program, mortgage note, deed of trust, compliance agreement and other related documents. The Counselor will make monthly participant progress reports to HPHA.

3. Home Selection: The participants are required to complete the homebuyer counseling and/or education course and become "mortgage ready" before beginning to search for a home. This requirement is intended to give participants ample time to learn from the class how to select a real estate agent and mortgage lender, details on fair housing and predatory lending and what to look for in a new home. Similarly, HPHA should assist participants in identifying the price ranges of homes they will be able to afford. Realtors shall be permitted to earn a fee that is consistent with local market standards and approved by HPHA for referring qualified buyers who purchase a home. Realtors must assist the buyer in obtaining a first mortgage, subject to the approval of HPHA in accordance with the terms of this policy.

Periodically, as determined by HPHA, participants could be asked to submit a "Finding and Financing a Home Progress Report". HPHA will also require participants to attend regular meetings with a Case Manager to review the status of their action plans. In an effort to facilitate the home selection process, HPHA may engage local real estate professionals, educate them on the rules and parameters of the HPHA Homeownership Program and maintain a list of professionals who have received the education and/or worked with the program. Although they may not insist that certain professionals be solicited, participants might benefit greatly from this list.

B. COUNSELING DURING HOME PURCHASE

1. Contract Negotiation: As a participant locates a home and prepares an offer to purchase, he/she should consult the assigned Case Manager. The Case Manager should review all related documents and advise the participant throughout the contract and purchase price negotiations. The Case Manager shall review and, if appropriate, approve all contracts on behalf of HPHA. Each sales contract must include an addendum that describes the additional steps and approvals required by the Homeownership Program. Items that must be included in the contract addendum are as follows:

   a. Sales contracts are subject to HPHA approval;

   b. HPHA purchase approval is pending independent inspection and an UPCS or HQS inspection; and

   c. Prior to purchase approval, seller must correct all UPCS and/or UPCS deficiencies.

2. Loan Processing and Approval: Similar to Home Selection and Contract Negotiation described above, while participants bear the ultimate responsibility for securing financing for their homes, HPHA and/or its partners will likely play an integral role in guiding participants through the loan process. HPHA, without steering participants to certain lenders, is permitted to provide a list of lenders or loan products that are compatible with the Homeownership Program. HPHA must review and approve all loan agreements before they can be finalized.

3. Property Inspections: Each home must pass two separate inspections: (1) an independent, professional inspection and (2) a UPCS or HQS inspection, as

appropriate. Participants are responsible for the cost of the independent inspection. HPHA shall provide the UPCS or HQS inspection, as it would through its rental-housing program.

In order to protect participants from unnecessary frustration and expenses, HPHA shall conduct the UPCS or HQS inspections early in the home selection process, at least prior to the independent inspections; this is intended to prevent participants from incurring costs to inspect homes that will eventually fail to meet the Program's requirements. HPHA is only required to use UPCS or HQS, as applicable, but might find that future repair needs and other issues would be better identified with a more rigorous set of standards, which also is intended to further protect participants.

4. Loan Closing: Once financing is secured and approved by HPHA, all inspections are conducted and required repairs completed, HPHA then approves the loan closing and the home purchase. HPHA may choose to control the timing and location of the closing and ensure that a Case Manager is present to offer guidance and support to participants on this often overwhelming day.

C. POST-CLOSING COUNSELING

1. Post-Purchase Counseling: The participant is required to continue counseling in the post-purchase program. Post-purchase counseling concentrates on a review of basic home maintenance, household budgeting and loan default prevention. In addition, HPHA requires at least semi-annual review of participants during the first three (3) years of homeownership and post-purchase counseling as determined by the Case Manager. HPHA requires notification by the lender of all delinquent loan payments.

2. On-Going Re-Certification & Property Inspections: If the participant is in the HPHA Section 8 Homeownership Program, the participant's income and employment are re-certified annually. HPHA will also adjust payment standards annually, based on changes in Fair Market Rent and other local market fluctuations. Each time a participant's income is re-certified, the subsidy may increase or decrease. Depending on the structure of the housing financing, this might affect the source of payments for the loan.

XI. FAMILY OBLIGATIONS AND DENIAL OR TERMINATION OF ASSISTANCE

A. SECTION 8 HOMEOWNERSHIP PROGRAM

1. Family Obligations[15]

In addition to the obligations referred to in HPHA's Homeownership Program, participants in the Section 8 Homeownership Program are required to do the following:

a. Supply true and accurate information that HPHA or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

b. Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

c. Establish citizenship or eligible immigration status.[16]

d. Disclose and verify social security numbers of family members.

e. The family is responsible for HQS violation(s) caused by the family or a person under the family's control.

f. The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

g. The family may not commit any serious or repeated violation(s) of the lease (if the family is in the lease-purchase phase if permitted by HPHA).

h. The family shall notify HPHA prior to vacating the unit.

i. The family shall use the unit as the family's only residence.

j. The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by

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[15] Please note: The Section 8 Homeownership regulations require that participants abide by the Section 8 "Rental Voucher" requirements. Some of the family obligations for the rental program appear to be inconsistent with the privileges commonly associated with homeownership. HPHA may seek a HUD waiver of some provisions; if a waiver is granted, HPHA will document such by way of an addendum to this Plan.

[16] Please refer to 24 CFR 5 Subpart E regarding documents required to establish citizenship or eligible immigration status and HUD's requirements regarding delay, denial or termination of assistance.

birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

k. The family must promptly inform HPHA if a family member vacates the unit.

l. Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

m. The family shall not sublease or assign the unit.

n. The family shall supply information or certification requested by HPHA regarding absence from the unit.

o. Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

p. Family members shall not engage in any drug-related or violent criminal activity.

q. The family shall comply with the terms of the First and Second Mortgages.

r. The family shall not transfer or sell the home to anyone other than a member of the assisted family while receiving Section 8 assistance.

s. The family shall not obtain an ownership interest in another home while receiving Section 8 assistance.

t. The family shall not refinance or add debt secured by the home without the prior written approval of HPHA.

2. Denial or Termination of Assistance

HPHA may deny or terminate Section 8 Homeownership assistance as explained in this section. Denial of assistance for an applicant may include, but is not limited to, any or all of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to process or provide assistance under HPHA's portability procedures. Termination of assistance for a family may include, but is not limited to: refusing to enter into a HAP Contract or approve a lease, contract for purchase or First Mortgage, terminating housing assistance payments under an outstanding HAP contract, and

refusing to process or provide assistance under portability procedures.

a. Except as required by Section A(2)(b) of this Chapter XI, HPHA at any time *may* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family breaches the family obligations herein, the requirements of the Homeownership Program, or for reasons in accordance with HPHA policy as stated in the Administrative Plan of HPHA.

(2) Any family member has been evicted from federally assisted housing in the last five (5) years.

(3) Any family member has committed fraud, bribery, or any other criminal act in connection with any federal housing program.

(4) The family currently owes rent or other amounts to any public housing authority in connection with Section 8 or public housing assistance.

(5) The family has not reimbursed any public housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

(6) The family breaches an agreement with a public housing authority to pay amounts owed to the public housing authority.

(7) If a family participates in the Family Self-Sufficiency Program ("FSS") and fails to comply, without good cause, with the FSS contract of participation.

(8) Any family member has engaged in or threatened abusive or violent behavior toward HPHA personnel.

(9) If the family is a welfare-to-work family and willfully and persistently fails to fulfill its obligations under the welfare-to-work voucher program.

HPHA has discretion to consider the circumstances in each case. Discretionary factors that may be considered are seriousness of the case, extent of participation or culpability of individual family member(s), mitigating circumstances related to the

disability of a family member, and effects of denial or termination of assistance on other family members. HPHA may require that the family members who participated in or were culpable for the action or failure no longer reside in the home in order for the other members of the family to continue receiving assistance. If the family includes a person with disabilities, HPHA's decision about such action is subject to consideration of reasonable accommodation.

If the reason to deny or terminate assistance is because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one (1) year before the date HPHA provides notice to the family of HPHA's determination to deny or terminate assistance. HPHA may not deny or terminate assistance if a family member demonstrates that he or she (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and (2) is recovering, or has recovered from such addiction and does not currently use or possess controlled substances, as required by HPHA.

HPHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the home. HPHA may deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such drug-related criminal activity or violent criminal activity, regardless of whether the family member has been arrested or convicted.

b. HPHA *shall* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family has been evicted from housing assisted under the Program.

(2) If any family member fails to sign and submit consent forms for obtaining information requested in accordance with HUD regulations.

(3) The family fails to establish citizenship or eligible immigrations status of all members.[17]

[17] Id.

3. Grievance Procedure

a. Informal Review for an Applicant

Any applicant who has been denied Section 8 Homeownership assistance must be provided written notice of the decision denying assistance which shall (1) include a brief statement of the reasons for the decision and (2) inform the applicant if he or she has a right to request an informal review, pursuant to HPHA's Administrative Plan, as may be amended from time to time and incorporated herein by reference, by submitting a written request to HPHA within ten (10) calendar days of the notice. The informal review must be consistent with the following HUD requirements:

(1) Conducted by any person(s) designated by HPHA other than the person who made or approved the decision or a subordinate of such person.

(2) The applicant must be permitted to present written or oral objections to the decision.

(3) HPHA must notify the applicant in writing of the final decision, including a brief statement of the reasons for the decision, after the informal review.

HPHA is not required to provide an informal review for discretionary administrative determinations of HPHA, general policy issues, class grievances, or HPHA's determinations involving:

- family unit size under HPHA's subsidy standards;
- refusal to extend or suspend a voucher term;
- refusal to grant approval of tenancy;
- unit selected by family is not in compliance with USPC;
- unit is not in compliance with USPC because of family size or composition.

The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR 5 Subpart E.

b. Informal Hearing for a Participant

In the event that HPHA decides to terminate the Section 8 Homeownership assistance received by a participant pursuant to this Homeownership Program, HPHA shall promptly provide "written notice" to the participant prior to termination of assistance that states: (1) the family's or person's obligations under the program, (2) the

grounds on which HPHA terminated assistance, and (3) when the family may request an informal hearing if the family disagrees with the determination, pursuant to HUD regulations, HPHA's Administrative Policy and this Homeownership Program.

For families who are participating in the Homeownership Program, an opportunity for an informal review is mandatory when:

(1) The family's annual or adjusted income and the use of such income to compute the housing assistance payment (HAP) are in question. HPHA must notify the family that the family may ask for an explanation of the basis of HPHA's determination and promptly provide the family with the written notice described above.

(2) The utility allowance for tenant-paid utilities is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(3) The family unit size under HPHA subsidy standards is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(4) A determination is made to terminate assistance because of the family's action or failure to act.[18]

(5) A determination to terminate assistance because the family's absence from the home has been longer than the maximum period permitted under HPHA policy and HUD rules.[19]

When a hearing is required, HPHA must proceed with the hearing in a reasonably expeditious manner upon the family's request. Before the hearing, the family must have an opportunity to examine and copy (at the family's expense) any HPHA documents that are directly relevant to the hearing. If HPHA does not make any document available, HPHA cannot rely on such document(s) at the hearing. HPHA shall be given the opportunity to examine at its offices and copy (at HPHA's expense), before the hearing, any family documents that are directly relevant to the hearing. If the family does not make any document available, the family cannot rely on such document(s) at the hearing.

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[18] HPHA must provide the family with an opportunity for an informal hearing before it terminates assistance payments for the family under an outstanding HAP contract.
[19] Id.

At its own expense, the family may be represented by a lawyer or other representative. HPHA may designate a Hearing Officer to conduct the hearing, other than a person who made or approved the decision under review, or a subordinate of such person. The Hearing Officer shall regulate the conduct of the hearing and issue a written decision, stating briefly the reasons for the decision. HPHA and the family must be given an opportunity to present evidence and question witnesses. Neither federal nor state rules of evidence are applicable.

HPHA is not bound by a hearing decision regarding 1) a matter in which HPHA is not required to provide an opportunity for an informal hearing, 2) a matter that is contrary to HUD regulations, or 3) a matter that is contrary to federal, state or local law. If HPHA determines that it is not bound by a hearing decision, it must promptly notify the family of the determination and HPHA's reasoning.

The process described above does not address the informal hearing provisions for the denial of assistance on the basis of ineligible immigration status. Such provisions are contained in 24 CFR Part 5.

B. LEASE-TO-OWN PROGRAM

1. Family Obligations

While the family is in the lease phase of the of the Lease-to-Own Program, the Family will be living in a public housing unit subject to HUD's public housing requirements as well as HPHA's Admissions and Occupancy Policy and applicable federal, state and local law, as may be amended from time to time. In addition to the obligations referred to in HPHA's Homeownership Program, participants in the Lease-to-Own Program are required to do the following:

a. Supply true and accurate information that HPHA or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

b. Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

c. Establish citizenship or eligible immigration status.[20]

d. Disclose and verify social security numbers of family members.

e. The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

f. The family may not commit any serious or repeated violation(s) of the lease and/or HUD Regulations. Terms of the lease shall include, but not be limited to, the following:

(1) Not to assign the lease or to sublease the dwelling unit;

(2) Not to provide accommodations for boarders or lodgers;

(3) To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose;

(4) To abide by necessary and reasonable regulations promulgated by HPHA for the benefit and well-being of the development and the tenants which shall be posted in the central and or site office and incorporated by reference in the lease;

(5) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(6) To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition;

(7) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

(8) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;

(9) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;

[20] Id.

(10) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest;

(11) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(12) (a) To assure that the family and guests will not engage in any of the following:

i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premise by other residents or the PHA's employees; or

ii. Any drug-related criminal activity on or off the premises.

(b) To assure that person(s) under the family's control will not engage in any of the following:

(i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents of HPHA's employees; or

(ii) Any drug-related criminal activity on the premises.

(c) To assure that no member of family engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or HPHA's employees;

g. The family shall notify HPHA prior to vacating the unit.

h. The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

i. The family must promptly inform HPHA if a family member vacates the unit.

j. Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

k. The family shall supply information or certification requested by HPHA regarding absence from the unit.

l. Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

m. Satisfy the Lease-To-Own homeownership requirements contained herein.

2. Denial or Termination of Assistance

HPHA may deny or terminate assistance under the Lease-to Own Homeownership Program as explained in this section. Denial of assistance for an applicant may include, but is not limited to, any or all of the following: denying listing on the waiting list and denying public housing assistance in the Lease-to-Own Program. Termination of assistance for a family may include, but is not limited to: transfer to another public housing or Section 8 unit (if available and appropriate) and termination of the dwelling lease and associated contracts.

a. Except as required by part b of this section, HPHA at any time *may* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family breaches the family obligations herein, the requirements of the Homeownership Program, or for reasons in accordance with HPHA policy as stated in the Admissions and Continued Occupancy Policy of HPHA.

(2) Any family member has been evicted from federally assisted housing in the last five (5) years.

(3) Any family member has committed fraud, bribery, or any other criminal act in connection with any federal housing program.

(4) The family currently owes rent or other amounts to any public housing authority in connection with Section 8 or public housing assistance.

(5) The family has not reimbursed any public housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

(6) The family breaches an agreement with a public housing authority to pay amounts owed to the public housing authority.

(7) If a family participates in the Family Self-Sufficiency Program ("FSS") and fails to comply, without good cause, with the FSS contract of participation.

(8) Any family member has engaged in or threatened abusive or violent behavior toward HPHA personnel.

(9) If the family is a welfare-to-work family and willfully and persistently fails to fulfill its obligations under the welfare to work voucher program.

HPHA has discretion to consider the circumstances in each case. Discretionary factors that may be considered are seriousness of the case, extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and effects of denial or termination of assistance on other family members. HPHA may require that the family members who participated in or were culpable for the action or failure no longer reside in the home in order for the other members of the family to continue receiving assistance. If the family includes a person with disabilities, HPHA's decision about such action is subject to consideration of reasonable accommodation.

If the reason to deny or terminate assistance is because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one (1) year before the date HPHA provides notice to the family of HPHA's determination to deny or terminate assistance. HPHA may not deny or terminate assistance if a family member demonstrates that he or she (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and (2) is recovering, or has recovered from such addiction and does not currently use or possess controlled substances, as required by HPHA.

HPHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the home. HPHA may deny or terminate

assistance if the preponderance of the evidence indicates that a family member has engaged in such drug-related criminal activity or violent criminal activity, regardless of whether the family member has been arrested or convicted.

b. HPHA *shall* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family has been evicted from housing assisted under the Program.

(2) If any family member fails to sign and submit consent forms for obtaining information requested in accordance with HUD regulations.

(3) The family fails to establish citizenship or eligible immigrations status of all members.[21]

3. Grievance Procedure

If the participant in the Lease-to-Own Program disputes any action or failure to act of HPHA involving the lease or HUD regulations that adversely affect the participant's rights, duties or obligations, the participant may request a grievance hearing in accordance with HPHA's Grievance Policy included in the ACOP incorporated herein by reference, as may be amended from time to time. A copy of the Grievance Policy is attached hereto as Exhibit E.

[21] Id.

XII. RECORDS, ACCOUNTS AND REPORTS

HPHA shall be responsible for the maintenance of applications, counseling, purchaser, closing, and other financial records for all activities incident to implementation of the HUD-approved Homeownership Program, and as may be required by HUD and other funding sources of the Homeownership Program. The purchaser records must include information on the racial and ethnic characteristics of the purchasers. Until all planned sales of individual dwellings have been completed, HPHA shall submit to HUD annual sales reports, in a form prescribed by HUD. The receipt, retention, and expenditure of the sale proceeds shall be covered in the regular independent audits of HPHA's public housing operations, and any supplementary audits that HUD may find necessary for monitoring. Where another entity is responsible for sale of individual units, HPHA shall ensure that the entity's responsibilities include proper record-keeping and accountability to HPHA, sufficient to enable HPHA to monitor compliance with the approved Homeownership Program, to prepare its reports to HUD, and to meet its audit responsibilities. All books and records are subject to inspection and audit by HUD and the General Accounting Office.

XII. BUDGET

Attached is the homeownership budget for the HOPE VI project along with its sources and uses statement, HPHA budget showing funding for homeownership staff, and capital asset statement showing the value of the Section 5(h) homes. Also attached is the award letter for the HOPE VI grant.

XVI. TIMETABLE

Attached is the schedule for the development of the 98 HOPE VI homeownership units and the sale of existing 5(h) dwelling units.

EXHIBITS

Exhibit A

Participants

Housing Authority of the City of High Point

HPHA is the sponsor and recipient of the HOPE VI and other grants that fund the projects associated with this Homeownership Program. HPHA was established on January 4, 1940, and has since developed eight (8) projects consisting of one hundred sixty-five (165) units of low-income and/or conventional market rate rental housing in the past ten (10) years. As a grant recipient, HPHA has overall responsibility for the implementation of all of the projects. With respect to HOPE VI, HPHA will contract with the Developer Partner to prepare the 5-acre site and design, construct and sell the homes. HPHA will market, select, and qualify participants and provide a supportive services program. It is the intention of HPHA to manage the Second Mortgage Program, Section 8 Homeownership Program, and Lease-to-Own Program through its Homeownership Coordinator under the Direction of the Executive Director.

Springfield Community Development Partners, LP

Springfield Community Development Partners, LP ("SCDP") is the Developer Partner for the HOPE VI project. SCDP, which is headquartered in Baltimore, Maryland, has extensive experience in the development, construction, syndication, marketing and management of multi-family rental housing and single-family affordable housing. SCDP is composed of Landex of Maryland, The Richman Group of Maryland, and Carr-Kane Development. Landex of Maryland and its affiliated companies have developed twenty-six (26) projects consisting of over 3,000 units of low-income and/or conventional market rate rental units, and The Richman Group has developed fifty-six (56) projects and 7,516 such units. HPHA contracted with the Developer Partner to design, obtain permits, develop and construct the land improvements and homes on the 5-acre parcel as well as forty (40) units off-site.

Davis-Martin-Powell & Associates, Inc. and Sherman Carter Barnhart, AIA

Davis-Martin-Powell & Associates, Inc. (Davis Martin) is the civil engineering firm for the HOPE VI project. Davis Martin has provided civil design services to include master planning, site/civil engineering, landscaping and utilities. Sherman Carter Barnhart, AIA, is the Architect for the single-family for-sale units. Sherman Carter Barnhart has successfully designed several HOPE VI single-family projects throughout the country.

John Kavanagh Company

The construction manager for the HOPE VI project is John Kavanagh Company ("Kavanagh"). The construction manager will manage the construction of the project including the selection of the subcontractors, project control for schedule, budget and quality. Kavanagh was founded in 1986. Kavanagh has built more than 25,000 homes throughout Guilford, Forsyth and Alamance Counties. Kavanagh was awarded the "Builder of the Year" award in 1993 by the Greater Greensboro Homebuilders Association and twice has been the recipient of the Quality Builder's "Excellence in Customer Service" award.

The Banks Law Firm, P.A.

The Banks Law Firm, P.A. (the "Firm") is General Counsel to HPHA and special counsel to the HOPE VI project. It was founded on February 1, 1994 and is located in Research Triangle Park, North Carolina. The Firm has established most of the practice areas of a general civil law practice. It represents clients in the areas of administrative law, affordable housing and community economic development law ("AHCED"), bankruptcy, business and corporate law, church law, civil litigation, collections, environmental law, government contracts and procurement, health care, labor and employment law, land use and zoning, legislative representation, nonprofit corporations, public finance, and real estate law. The Firm's primary practice area is AHCED law. Within this practice area, the Firm has a particular specialty in the law of public housing. In addition to legal services, the Firm also provides overall development and financial consulting services.

Nixon Peabody, LLP

Nixon Peabody, LLP represents Springfield Community Development Partners, LP, the Developer Partner for the HOPE VI project. Nixon Peabody is a limited liability partnership based in Washington, D.C. The firm provides a broad range of legal services in all major fields of the law, including corporate, securities, business, bankruptcy, civil litigation, real property, insurance, taxation, estate planning, probate, estate administration, federal and state agencies (SEC, FTC, etc.) and personal legal matters. In addition, Nixon Peabody represents various parties in HOPE VI and mixed finance public housing developments. The attorneys have also lectured and chaired numerous seminars and conferences regarding mixed finance housing developments.

Exhibit B

Property Value Estimate

Hope VI Homeownership Units[22]

A recently completed market study by Zimmerman/Volk Associates (Attachment 2 to Exhibit B) identified several for-sale single-family detached and attached properties located within a short distance of the HOPE VI Site. Attached prices range from $73,000 to nearly $120,000 for two bedroom units ranging in size from about 900 to more than 1,400 square feet. Detached house prices start at about $80,000 to more than $175,000, for two- to four-bedroom units ranging in size from approximately 1,100 to more than 2,000 square feet. In general, units priced under $120,000 do not have garages or basements; a significant majority are single story.

Several infill sites are located throughout the city. The Habitat for Humanity development had a few lots remaining and two or three brick houses under construction. At Springfield and Ingraham, Springfield Woods is marketing three-bedrooms, two-bath houses on slab on very small lots from $99,900. At Triangle Ridge, located on Triangle Lake Road north of the site, new, detached houses are priced from $79,900 for three-bedrooms and two-baths, with approximately 1,200 square feet. The subdivision contains twenty-seven (27) lots, and nearly all have been sold. The property closest to the site and with the most sophisticated marketing is Sterling Place, with three-bedroom detached houses priced from the $130,000s for approximately 1,500 square feet.

The Zimmerman/Volk Associates market study rationalized a market-rate (incomes greater than 80% of the AMI) market for forty-six (46) detached homes. The single-story units ranged from 1,000 to 1,400 square feet and priced between $80,000 to $110,000; and the two-story units ranged from 1,200 to 1,800 square feet and priced from $95,000 to $135,000. Based on this comparable analysis, the project conservatively estimates the value of its proposed 1,200-1,500 square foot, three- and four-bedroom homes from $90,000 to $100,000.

[22] Please see the executed HOPE VI Grant Agreement, Attachment 1 to Exhibit B. All prices referred to in this section are estimated prices.

Section 5(h) Homeownership Units[23]

The property value estimates of the Section 5(h) units in HPHA's four Section 5(h) developments are as follows:

1. Project Number NC 6-17: HPHA has developed nineteen (19) homeownership units on scattered sites in a development known as "Evergreen Avenue". In this development, there are eleven (11) houses located on Evergreen Avenue, priced from $73,000 to $78,000; three (3) houses located on South Road, priced from $74,000 to $79,000; and five (5) houses located on Juanita Hills Street, priced from $74,000 to $80,000. One (1) home in the Evergreen Avenue development has been sold to a Section 5(h) participant. The addresses and unit numbers of the houses in this development are listed in Attachment 4 to this Exhibit B.

2. Project Number NC 6-18: HPHA has developed six (6) homeownership units on scattered sites in a development known as "Asbill Avenue". In this development, there are four (4) houses located on Asbill Avenue, priced from $89,000 to $94,000; one (1) house on Connor Avenue that is priced between $68,000 to $72,000; and one (1) home on Brentwood Avenue that is priced from $73,000 to $78,000. Three houses in the Asbill Avenue development have been sold to Section 5(h) participants. The addresses and unit numbers of the houses in this development are listed in Attachment 4 to this Exhibit B.

3. Project Number NC 6-19: HPHA has developed thirty-eight (38) homeownership units on scattered sites in a development known as "Deep River". In this development, there are twelve (12) houses located on Gateworth Drive that are priced from $90,000 to $100,000; twelve (12) houses located on Rice Court that are priced from $90,000 to $100,000; and fourteen (14) houses located on Ambridge Court that are priced from $90,000 to $100,000. None of the houses in Deep River have been sold. The addresses and unit numbers of the houses in this development are listed in Attachment 4 to this Exhibit B.

4. Project Number NC 6-20: HPHA has developed twenty-nine (29)

[23] Please see the HUD's approvals for Project Numbers NC-19-P006-017, NC-19-P006-018, NC-19-P006-019 and NC-19-P006-020, Attachment 3 to Exhibit B.

homeownership units on scattered sites in a development known as “Kearns Avenue”. In this development, there are six (6) houses located on Kearns Avenue that are priced from $73,000 to $80,000; nine (9) houses located Coltrane Avenue that are priced from $73,000 to $80,000; two (2) houses on Mill Avenue that are priced from $73,000 to $80,000; two (2) houses on Elgin Avenue that are priced from $74,000 to $80,000; two (2) houses on Mill Avenue that are priced from $73,000 to $80,000; six (6) houses located on Juanita Hills that are priced from $74,000 to $80,000; and four (4) houses located on Dorothy Street that are priced from $74,000 to $80,000. Four of the homes are duplexes; one home in the development has been sold to a Section 5(h) participant. The addresses and unit numbers of the houses in this development are listed in Attachment 4 to this Exhibit B.

Exhibit C

Workability And Affordability

Attached are charts that show an analysis of the financial capacity of HPHA's residents, affordability, and the unit mix and associated subsidy programs. In addition, attached is the result of a recent survey of Spring Brook Meadows relocated residents, which indicates their interest in returning. These charts illustrate that the Homeownership Program is designed to maximize homeownership opportunities for HPHA residents within the economic constraints of the budget while providing a reasonable income mix.

Exhibit D

HPHA's PERFORMANCE IN HOMEOWNERSHIP

HPHA has been a developer of affordable housing in High Point since 1974. During those twenty-seven (27) years, HPHA has amassed 155 acres of land and developed 789 units of housing. Projects have ranged in size from individual homes to subdivisions of 150 units.

In 1980, HPHA initiated a long-range strategic plan to enhance HPHA revenues to create income from Section 5(h) development and sales of single-family homes to public housing eligible persons. This strategy has created new homes on the High Point property tax roles, dispersed low and moderate housing throughout the community, created program income for HPHA's redevelopment, and most importantly, made 237 low-income families homeowners. Ninety-six (96) families have signed a five-year lease-to-purchase contract; please refer to Attachment 4 to Exhibit B for a list of dates by which 5(h) residents must purchase their homes. HPHA will bring the same creativity and effectiveness to this Homeownership Program.

HPHA has been successful in engaging public housing residents and minority contractors to participate in the construction process through the YouthBuild Program—currently nineteen (19) persons are participating—and through Section 3 and other resident employment initiatives.

The Operations and Management Departments have fully integrated development duties into their work activity. The staff certifications include the Public Housing Manager designation and also licenses for the heating, ventilation and air conditioning, and plumbing trades. The Information Systems Department has accurate estimating, budgeting and scheduling capacity. Contracting, procurement and construction management are provided by the Operations Department, and the marketing and occupancy of the units is handled by an experienced Management Department.

The capacity of HPHA to operate a successful Section 8 Homeownership Program satisfies HUD's criteria in that HPHA requires that financing for purchasing a home under the program be provided, insured, or guaranteed by the state or federal

government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.

Exhibit E

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

Public Housing Grievance Procedure

Exhibit F

HOUSING AUTHORITY OF THE CITY OF HIGH POINT
HOMEOWNERSHIP PROGRAM

Certification Of Nondiscrimination

On this the ___ day of August 2002, the Housing Authority of the City of High Point (the "Housing Authority") does hereby certify to The United States Department of Housing and Urban Development the following:

That the Housing Authority will administer the Homeownership Program, adopted by the Board of Commissioners on the 14th day of August 2002, on a nondiscriminatory basis, in accordance with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Executive Order 11063, and all implementing regulations, and will assure compliance with those requirements by any and all other entities that may assume substantial responsibility for implementing the Homeownership Program.

IN WITNESS WHEREOF, the Housing Authority has caused this Certification to be signed, sealed and delivered as of the date first written above.

Housing Authority of the City of High Point

By: _____
Name: Larry B. Raines
Title: Interim Secretary

Exhibit G

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

Legal Opinion

Exhibit H

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

Conflict Of Interest Statement

The Housing Authority of the City of High Point (the "Authority"), its contractors, or subcontractors shall not enter into any contract or arrangement in connection with this Homeownership Program in which any of the following have had a direct or indirect interest during tenure or for one (1) year thereafter:

A. A present or former commissioner or officer of the Authority except a commissioner who is a person who is directly assisted by the Authority.

B. An employee, contractor, subcontractor or agent of the Authority who formulates policy or influences decisions with respect to the programs.

C. A Public official who exercises functions or responsibilities with respect to the Authority's programs.

D. A Member of the U.S. Congress.

Any member of the classes above must disclose their interest or prospective interest to HPHA and HUD. HUD may waive a conflict of interest prohibition for good cause.

Exhibit I

RESOLUTION AUTHORIZING THE APPROVAL OF
A SECTION 8 HOMEOWNERSHIP PROGRAM, SECOND MORTGAGE
ASSISTANCE PROGRAM, AND SECTION (5H) HOMEOWNERSHIP PROGRAM
TO BE SUBMITTED TO
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Housing Authority of the City of High Point (the "Authority") has constructed ninety-two (92) units of affordable housing pursuant to 24 CFR Part 906 ("Section 5(h)") in the developments known as Evergreen Avenue (NC 6-17), Asbill Avenue (NC 6-18), Deep River (NC 6-19) and Kearns Avenue (NC 6-20);

WHEREAS, the Authority recognizes that the Section 5(h) units shall be sold in accordance with a Homeownership Program that complies the Section 5(h) regulations promulgated by The U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, in 1999, the Authority was awarded a HOPE VI Revitalization Grant to construct a mixed-finance housing development primarily for the Spring Brook Meadows Community (formerly known as Springfield Townhomes);

WHEREAS, as part of the HOPE VI revitalization plan, the Authority will construct 125 homeownership units, ninety-eight (98) of which will be located in the Spring Brook Meadows Community and twenty-seven (27) of which will be located in scattered sites;

WHEREAS, the Authority desires to utilize the Section 8 Homeownership Program (24 CFR Part 982) and Second Mortgage Assistance Program to sell the HOPE VI and other eligible homeownership units to eligible participants;

WHEREAS, as required by 24 CFR Part 906 and 24 CFR Part 982, the Authority will submit a Homeownership Program to HUD for the sale of the Section 5(h) units located in the developments identified herein and the HOPE VI units to be constructed in the Spring Brook Meadows Community and scattered sites (collectively referred to a the "HOPE VI site").

The Chairman introduced the following resolution:

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT, NORTH CAROLINA:

1. The Authority hereby desires to sell Section 5(h) units located in the developments identified herein in accordance with 24 CFR Part 906.

2. The Authority hereby desires to sell the HOPE VI units to be constructed on the HOPE VI site in accordance with 24 CFR Part 982.

3. Pursuant to 24 CFR Part 906 and 24 CFR Part 982, the Authority will submit a Homeownership Program to HUD for HUD approval.

4. The Board of Commissioners of the Housing Authority of the City of High Point hereby approves the Homeownership Program for the Section 5(h) units located in the developments identified herein, the HOPE VI units to be constructed on the HOPE VI site, and other eligible homeownership units in the City of High Point, and authorizes Larry B. Raines, the Interim Executive Director, to submit the Homeownership Program to HUD for HUD approval.

5. This resolution shall take effect immediately.

Commissioner _____ made a motion that this resolution be adopted as introduced and read. The motion was seconded by Commissioner _____ and upon roll call the "Ayes" and "Nays" were as follows:

AYES:	_____	NAYS:	_____
	_____		_____
	_____		_____
	_____		_____

The Chairman then declared the resolution passed as introduced.

This is to certify that the above is a true and exact copy of the Resolution passed by the Board of Commissioners of the Housing Authority of the City of High Point at the regular meeting of the Board of Commissioners held on _____, 2002.

_____
Larry B. Raines
Interim Executive Director

Attachment 1 to Exhibit B

1999 HOPE VI Grant Agreement

Attachment 2 to Exhibit B

City of High Point Market Study
Prepared by Zimmerman/Volk Associates, Inc.
August 22, 2001

Attachment 3 to Exhibit B

U.S. Department of Housing and Urban Development's Approvals
for the Housing Authority of the City of High Point's 5(h) developments:

NC-19-P006-017
NC-19-P006-018
NC-19-P006-019
NC-19-P006-020

Attachment 4 to Exhibit B

Identification of 5(h) Units and Dates by Which
Participants Must Exercise Purchase Option

Evergreen Avenue Development
Project Number NC 6-17

Building Address	Unit Number	Date 5 Year Period Expires
405 Evergreen Avenue	617001	12/26/03
407 Evergreen Avenue	617002	01/29/03
409 Evergreen Avenue	617004	04/17/03
408 Evergreen Avenue	617003	04/16/03
416 Evergreen Avenue	617005	11/04/04
417 Evergreen Avenue	617006	04/25/06
419 Evergreen Avenue	617007	03/27/03
421 Evergreen Avenue	617008	04/15/03
423 Evergreen Avenue	617009	04/03/03
425 Evergreen Avenue	617010	06/01/03
427 Evergreen Avenue	617011	04/30/03
935 South Road*	617013	*******
937 South Road	617014	02/18/03
939 South Road	617015	03/11/03
882 Juanita Hills Street	617016	07/23/04
885 Juanita Hills Street	617017	05/31/06
893 Juanita Hills Street	617018	04/07/03
897 Juanita Hills Street	617020	07/01/03
900 Juanita Hills Street	617021	03/22/06

Asbill Avenue Development
Project Number NC 6-18

Building Address	Unit Number	Date 5 Year Period Expires
124 Asbill Avenue*	618001	*******
130 Asbill Avenue*	618003	*******
132 Asbill Avenue*	618004	*******
134 Asbill Avenue	618005	05/24/05
1600 Connor Place	618006	01/10/06
2411 Brentwood Avenue	618007	08/03/03

Deep River Development
Project Number NC 6-19

Building Address	Unit Number	Date 5 Year Period Expires
2776 Gateworth Drive	619001	06/01/06
2756 Gateworth Drive	619002	06/08/06
2760 Gateworth Drive	619003	05/30/06
2764 Gateworth Drive	619004	06/21/06
2768 Gateworth Drive	619005	03/29/06
2772 Gateworth Drive	619006	04/20/06
2779 Gateworth Drive	619007	03/02/06
2780 Gateworth Drive	619008	03/30/06
2783 Gateworth Drive	619009	10/08/04
2787 Gateworth Drive	619010	11/16/03
2791 Gateworth Drive	619011	11/02/03
1500 Rice Court	619012	05/25/06
1501 Rice Court	619013	12/29/04
1504 Rice Court	619014	07/30/04
1505 Rice Court	619015	12/28/04
1508 Rice Court	619016	07/30/04
1509 Rice Court	619017	08/03/06
1512 Rice Court	619018	10/01/04
1513 Rice Court	619019	11/16/04
1516 Rice Court	619020	09/29/04
1517 Rice Court	619021	08/01/06
1520 Rice Court	619022	11/10/04
1521 Rice Court	619023	11/15/04
1500 Ambridge Court	619024	06/22/06
1504 Ambridge Court	619026	06/22/06
1505 Ambridge Court	619027	05/25/06
1508 Ambridge Court	619028	05/31/06
1509 Ambridge Court	619029	04/20/06
1512 Ambridge Court	619030	05/31/06
1513 Ambridge Court	619031	07/17/05
1516 Ambridge Court	619032	06/23/05
1517 Ambridge Court	619033	03/29/06
1520 Ambridge Court	619034	06/16/05
1521 Ambridge Court	619035	04/16/06
1524 Ambridge Court	619036	04/20/06
1528 Ambridge Court	619037	04/20/06
1532 Ambridge Court	619038	04/26/06

Kearns Avenue Development
Project Number NC 6-20

Building Address	Unit Number	Date 5 Year Period Expires
209 W. Kearns Avenue	620001	12/06/06
211 W. Kearns Avenue	620002	09/10/04
213 W. Kearns Avenue	620003	09/14/06
215 W. Kearns Avenue	620004	01/20/05
217 W. Kearns Avenue	620005	01/05/06
219 W. Kearns Avenue	620006	07/08/04
292 Coltrane Avenue	620007	01/11/01
294 Coltrane Avenue	620008	05/29/03
296 Coltrane Avenue	620009	10/13/04
298 Coltrane Avenue	620010	07/01/02
300 Coltrane Avenue	620011	06/02/03
302 Coltrane Avenue	620012	08/04/03
304 Coltrane Avenue	620013	09/04/02
306 Coltrane Avenue	620014	08/13/02
308 Coltrane Avenue	620015	01/27/04
899 Mill Avenue	620016	09/10/04
901 Mill Avenue*	620017	*******
1510 Elgin Avenue	620018-620019	07/16/03-07/22/03
1514 Elgin Avenue	620020	08/14/03
892 Juanita Hills Street	620021	09/07/06
881 Juanita Hulls Street	620022	04/24/03
884 Juanita Hills Street	620023	06/13/06
889 Juanita Hills Street	620024	10/23/01
901 Juanita Hills Street	620025	05/01/03
896 Juanita Hills Street	620026	05/13/03
127 Dorothy Street	620027	07/24/03
129 Dorothy Street	620028	01/19/06
131 Dorothy Street	620029	04/14/05
133 Dorothy Street	620030	

* Sold to a Section 5(h) participant.

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**2 0 0 0**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	3,493.09	3,493.09	3,493.09	3,493.09
	Management Improvements Hard Costs				
4	1410 Administration	200,101.50	200,101.50	200,101.50	200,101.50
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	27,039.00	27,039.00	27,039.00	27,039.00
8	1440 Site Acquisition	6,017.00	6,017.00	6,017.00	6,017.00
9	1450 Site Improvement	295,033.81	293,377.89	293,377.89	283,332.76
10	1460 Dwelling Structures	1,191,357.30	1,191,687.30	1,191,687.30	528,387.30
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	165,385.77	166,445.45	166,445.45	166,445.45
13	1475 Non-dwelling Equipment	112,587.53	112,853.77	112,853.77	112,853.77
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Modernization Used for Development				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines…..)	**2,001,015.00**	**2,001,015.00**	**2,001,015.00**	**1,327,669.87**

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**2 0 0 0**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC19P00600	Computer Software		1408.01		678.97	678.97	678.97	678.97	
	Contract Coordinator Training		1408.50		600.00	600.00	600.00	600.00	
	Copier Maintenance Contract		1408.00		1,529.16	1,529.16	1,529.16	1,529.16	
	Sub-Total				2,808.13	2,808.13	2,808.13	2,808.13	
NC19P00600	Fringe Benefits		1410.09		49,269.52	49,269.52	49,269.52	49,269.52	
	Contract Coordinator Salary		1410.01		14,034.54	14,034.54	14,034.54	14,034.54	
	Inspector Salary		1410.01		27,380.47	27,380.47	27,380.47	27,380.47	
	Accounting & Administrative Salary		1410.01		109,416.97	109,416.97	109,416.97	109,416.97	
	Sub-Total				200,101.50	200,101.50	200,101.50	200,101.50	
NC19P006003	Paint/Wallpaper Hallways		1460.22		48,000.00	48,000.00	48,000.00	0.00	
	Strip & Repaint Apt. Doors		1460.22		12,0000.00	12,000.00	12,000.00	0.00	
	Through the Wall HVAC Units		1460.16		8,000.00	8,000.00	8,000.00	0.00	
	Notice to Bidders Ad		1408.00		342.48	342.48	342.48	342.48	
	Carpet Hallways & Lobbies		1460.13		9,300.02	9,300.02	9,300.02	9,300.02	
	Computer & Office Equipment		1475.01		112,587.53	112,853.77	112,853.77	112,853.77	
	Repair Sink Hole		1450.14		7,357.00	7,357.00	7,357.00	7,357.00	
	Install New Lighting		1460.15		12,000.00	12,000.00	12,000.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Central Call for Aid Device		1460.00		30,000.00	30,000.00	30,000.00	0.00	
	Plants and Flowers		1450.00		1,039.04	1,039.04	1,039.04	1,039.04	
	Architect and Engineering		1430.01		7,293.00	7,293.00	7,293.00	7,293.00	
	ADA Self-closing Doors		1460.00		52,125.00	52,125.00	52,125.00	52,125.00	
	Sub-total				300,044.07	300,310.31	300,310.31	190,310.31	
NC19P006004	Community Facility Addition		1470.00		93,118.96	94,178.64	94,178.64	94,178.64	
	Closet Doors		1460.00		173,200.00	173,200.00	173,200.00	173,200.00	
	Replace Sewer Lines		1450.13		89,147.08	89,147.08	89,147.08	89,147.08	
	Plant Trees and Shrubs		1450.00		22,705.74	22,705.74	22,705.74	22,705.74	
	Replace Gutters		1460.23		21,620.00	21,620.00	21,620.00	21,620.00	
	New Security Lights		1460.19		1,029.23	1,029.23	1,029.23	1,029.23	
	Install Windows and Screens		1460.00		2,300.00	2,300.00	2,300.00	0.00	
	Sub-total				403,121.01	404,180.69	404,180.69	401,880.69	
NC19P006005	Install Steel Storm Doors		1460.00		32,328.00	32,328.00	32,328.00	32,328.00	
	Plant Flowering Bulbs		1450.00		2,115.29	2,115.29	2,115.29	2,115.29	
	Architect and Engineering		1430.01		619.00	619.00	619.00	619.00	
	Sub-total				35,062.29	35,062.29	35,062.29	35,062.29	
NC19P006006	Notice to Bidders Ad		1408.00		342.48	342.48	342.48	342.48	
	Install Windows and Screens		1460.00		75,000.00	75,000.00	75,000.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Repair Damaged Sheetrock		1460.21		4,018.00	4,018.00	4,018.00	4,018.00	
	Architect and Engineering		1430.01		1,996.00	1,996.00	1,996.00	1,996.00	
	Remove Trees and Stumps		1450.00		2,539.04	2,539.04	2,539.04	2,539.04	
	Sub-total				83,895.52	83,895.52	83,895.52	8,895.52	
NC19P006001	Landscape/Correct Drainage Problems		1450.00		19,200.00	19,200.00	19,200.00	19,200.00	
	Install 5 ton Condenser		1460.00		1,800.00	1,800.00	1,800.00	1,800.00	
	Install Hand Rails		1460.25		56,295.00	56,295.00	56,295.00	56,295.00	
	Plant Trees, Shrubs, and Flowers		1450.00		12,443.83	12,443.83	12,443.83	12,443.83	
	Install Community Sign		1470.00		3,780.00	3,780.00	3,780.00	3,780.00	
	Sub-total				93,518.83	93,518.83	93,518.83	93,518.83	
NC19P006002	Sidewalk Repair/Landscaping		1450.00		91,615.29	91,615.29	91,615.29	91,615.29	
	Sub-total				91,615.29	91,615.29	91,615.29	91,615.29	
NC19P006008	Air Conditioning		1460.16		2,422.22	2,422.22	2,422.22	2,422.22	
	Upgrade Call for Aid System		1460.00		25,000.00	25,000.00	25,000.00	0.00	
	Replace Entry Doors ADA		1460.00		63,754.00	63,754.00	63,754.00	63,754.00	
	Architect and Engineering		1430.01		9,320.00	9,320.00	9,320.00	9,320.00	
	Replace Windows		1460.00		396,836.00	396,836.00	396,836.00	1,836.00	
	Sub-total				497,332.22	497,332.22	497,332.22	77,332.22	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC19P006009	Replace Roof		1460.18		8,410.00	8,410.00	8,410.00	8,410.00	
	Architect and Engineering		1430.01		700.00	700.00	700.00	700.00	
	Plant Trees and Shrubs		1450.00		8,880.29	8,880.29	8,880.29	8,880.29	
	Install Security Screen Doors		1460.00		56,000.00	56,000.00	56,000.00	0.00	
	Sub-total				73,990.29	73,990.29	73,990.29	17,990.29	
NC19P006012	Entry Signs		1460.14		1,265.00	1,265.00	1,265.00	1,265.00	
	Architect and Engineering		1430.01		1,103.00	1,103.00	1,103.00	1,103.00	
	Lighted Building Numbers		1460.14		5,939.69	6,269.69	6,269.69	6,269.69	
	Sub-total				8,307.69	8,637.69	8,637.69	8,637.69	
NC19P006013	Entry Signs		1460.14		1,265.00	1,265.00	1,265.00	1,265.00	
	Security Fence and Plants (East Green)		1450.00		1,039.04	1,039.04	1,039.04	1,039.04	
	Architect and Engineering		1430.01		1,314.00	1,314.00	1,314.00	1,314.00	
	Sub-total				3,618.04	3,618.04	3,618.04	3,618.04	
NC19P006001	Repair Fire Damage		1460.21		16,350.00	16,350.00	16,350.00	16,350.00	
	Sub-total				16,350.00	16,350.00	16,350.00	16,350.00	
NC19P006015	Plant Trees and Shrubs		1450.00		9,889.03	9,889.03	9,889.03	9,889.03	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Architect and Engineering		1430.01		314.00	314.00	314.00	314.00	
	Sub-total				10,203.03	10,203.03	10,203.03	10,203.03	
NC19P006019	Mowing, Weeding, & Trash Pick-up		1470.00		6,807.00	6,807.00	6,807.00	6,807.00	
	Reseeding and Planting Trees		1450.00		4,651.09	4,651.09	4,651.09	4,651.09	
	Sub-total				11,458.09	11,458.09	11,458.09	11,458.09	
NC19P006008	Replace HVAC Units		1460.16		8,344.60	8,344.60	8,344.60	8,344.60	
	Install Security System		1460.19		15,156.00	15,156.00	15,156.00	15,156.00	
	Sub-total				23,500.60	23,500.60	23,500.60	23,500.60	
NC19P00600	Purchase Lot: 620 Park Street		1440.01		6,017.00	6,017.00	6,017.00	6,017.00	
	Install New Phone Lines in Admin Bldg		1470.00		8,162.38	8,162.38	8,162.38	8,162.38	
	Administrative Building Addition		1470.00		30,179.72	30,179.72	30,179.72	30,179.72	
	Sub-total				44,359.10	44,359.10	44,359.10	44,359.10	
NC19P006011	Gym Repair		1470.00		12,410.38	12,410.38	12,410.38	12,410.38	
	Sub-total				12,410.38	12,410.38	12,410.38	12,410.38	
NC19P00600	Inspection costs		1430.07		4,380.00	4,380.00	4,380.00	4,380.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Repair Sidewalk, Asphalt, H-Spaces		1450.00		5,727.00	5,727.00	5,727.00	5,727.00	
	R & R Trees, Clear Lot, Landscape		1450.11		4,184.00	4,184.00	4,184.00	4,184.00	
	R & R Water main on Anaheim		1450.12		800.00	800.00	800.00	800.00	
	Carpet/Tile/Thresholds		1460.13		33,932.54	33,932.54	33,932.54	33,932.54	
	Build Handicap Ramp: 2760 Gateworth		1460.14		1,000.00	1,000.00	1,000.00	1,000.00	
	Replace 5 Ton Condensor at 601		1460.16		1,475.00	1,475.00	1,475.00	1,475.00	
	Fire Inspection Repairs at 603		1460.20		896.00	896.00	896.00	896.00	
	Bats/Squirrels and Clean Apartments		1460.21		1,476.00	1,476.00	1,476.00	1,476.00	
	Clean/Paint Vacant Units		1460.22		11,800.00	11,800.00	11,800.00	11,800.00	
	Iron Railing/Support at 605		1460.25		1,020.00	1,020.00	1,020.00	1,020.00	
	Pole lights, Dumpsters, Burglar Alarm		1470.00		10,927.33	10,927.33	10,927.33	10,927.33	
	Sub-total				77,617.87	77,617.87	77,617.87	77,617.87	
NC19P006017	Add Top Soil, Grade, and Reseed		1450.00		11,701.05	10,045.13	10,045.13	0.00	
	Sub-total				11,701.05	10,045.13	10,045.13	0.00	
	GRAND TOTAL				2,001,015.00	2,001,015.00	2,001,015.00	1,327,669.87	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program No: NC19P00650100 Replacement Housing Factor No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
001-001 Management Improvements	09/30/02		12/06/01	09/30/03		03/06/02	
NC00600 High Point Housing Authority	09/30/02		05/14/02	09/30/03		05/21/02	
001-003 Management Improvements	09/30/02		03/17/02	09/30/03		03/27/02	
001-004 Management Improvements	09/30/02		05/09/02	09/30/03		05/16/02	
NC006001 Clara Cox Homes	09/30/02		03/24/02	09/30/03		05/29/02	
NC006002 Daniel Brooks Homes	09/30/02		04/04/02	09/30/03		05/08/02	
NC006003 Astor Dowdy Towers	09/30/02		05/29/02	09/30/03			
003-008 Management Improvements	09/30/02		04/18/02	09/30/03		05/21/02	
NC006004 Carson Stout Homes	09/30/02		05/08/02	09/30/03			
NC006005 Beamon Courts	09/30/02		04/04/02	09/30/03		05/08/02	
NC006006 J C Morgan Courts	09/30/02		05/08/02	09/30/03			
006-006 Management Improvements	09/30/02		04/18/02	09/30/03		05/21/02	
NC006008 Elm Towers	09/30/02		05/29/02	09/30/03			
NC006009 Juanita Hills	09/30/02		05/08/02	09/30/03			
NC19P006011 Springfield Townhouses	09/30/02		10/31/01	09/30/03		10/31/01	
NC006012	09/30/02		03/27/02	09/30/03		04/09/02	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program No: NC19P00650100 Replacement Housing Factor No:	**Federal FY of Grant:** **2000**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Scattered Sites "A"							
NC19P006013 Scattered Sites "B"	09/30/02		03/27/02	09/30/03		05/08/02	
NC19P006015 Daniel Brooks Annex-2	09/30/02		03/24/02	09/30/03		05/08/02	
NC19P006017 Scattered Sites (617)	09/30/02		05/29/02	09/30/03			
NC19P006019 Deep River "619"	09/30/02		12/07/01	09/30/03		01/10/02	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:	**2 0 0 1**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	204,154.00	204,154.00	204,154.00	204,154.00
3	1408 Management Improvements Soft Costs	123,174.00	123,174.00	54,756.38	54,756.38
	Management Improvements Hard Costs				
4	1410 Administration	204,154.59	204,154.59	94,653.60	88,501.40
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	54,393.00	54,393.00	54,393.00	54,393.00
8	1440 Site Acquisition				
9	1450 Site Improvement	689,652.71	693,480.31	596,907.22	18,548.47
10	1460 Dwelling Structures	755,465.20	687,387.60	481,715.20	765.20
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	10,552.50	10,552.50	10,552.50	10,552.50
13	1475 Nondwelling Equipment	0.00	45,000.00	0.00	0.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	0.00	19,250.00	0.00	0.00
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines…..)	2,041,546.00	2,041,546.00	1,497,131.90	431,670.95
	Amount of line XX Related to LBP Activities				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:	**2 0 0 1**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2 0 0 1**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P006006	Replace Water & Sewer Lines, Repave		1450.12		369,000.00	369,000.00	369,000.00	0.00	
	Operations Cleanup		1450.00		1,931.00	1,931.00	1,931.00	1,931.00	
	Architect and Engineering		1430.01		49,689.00	49,689.00	49,689.00	49,689.00	
	Upgrade Electrical Service Panel		1460.15		175,000.00	72,000.00	72,000.00	0.00	
	Sub-total				595,620.00	492,620.00	492,620.00	51,620.00	
NC19P00600	Economic Development		1408.50		41,730.00	10,000.00	9,163.00	9,163.00	
	Fringe Benefits		1410.09		50,758.93	50,758.93	22,559.09	22,121.89	
	Drug Elimination Program		1408.20		67,794.00	99,524.00	45,593.38	45,593.38	
	CHSP Coordinator		1410.03		30,000.00	30,000.00	17,623.00	17,623.00	
	Computer Update		1408.01		13,650.00	13,650.00	0.00	0.00	
	Accounting and Administrative		1410.01		61,226.42	61,226.42	33,476.08	27,761.08	
	Contract Coordinator Salary		1410.01		62,169.24	62,169.24	20,995.43	20,995.43	
	Sub-total				327,328.59	327,328.59	149,409.98	143,257.78	
NC19P006008	Efficiency Conversion		1460.00		0.00	135,800.00	0.00	0.00	
	Efficiency Conversion Relocation		1495.01		0.00	6,050.00	0.00	0.00	
	Sub-total				0.00	141,850.00	0.00	0.00	
NC19P006009	Replace Gas Meters/Water-Sewer Lines		1450.12		1,942.57	0.00	0.00	0.00	
	Repair Electrical Transformers		1460.15		73,700.00	69,872.40	0.00	0.00	
	Playground Equipment		1475.04		0.00	11,250.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:					**Federal FY of Grant:** **2 0 0 1**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Community Center Improvements		1470.00		10,390.00	10,390.00	10,390.00	10,390.00	
	Operations Cleanup		1450.00		1,931.00	1,931.00	1,931.00	1,931.00	
	Architect and Engineering		1430.01		509.00	509.00	509.00	509.00	
	Remove LB Tile, Valves & Surrounds		1460.12		126,000.00	72,600.00	72,600.00	0.00	
	Sub-total				214,472.57	166,552.40	85,430.00	12,830.00	
NC19P00600	Operations		1406.00		204,154.00	204,154.00	204,154.00	204,154.00	
	Move 3 Data Lines		1470.00		162.50	162.50	162.50	162.50	
	Sub-total				204,316.50	204,316.50	204,316.50	204,316.50	
NC19P006001	Playground Equipment		1475.04		0.00	11,250.00	0.00	0.00	
	Install Foundation Vents		1450.14		96,573.00	96,573.00	0.00	0.00	
	Emergency Electrical Repairs		1450.12		2,697.91	2,697.91	2,697.91	2,697.91	
	Install Individual Water Meters		1450.12		70,000.00	71,079.29	71,079.29	1,079.29	
	Operations Cleanup and Sewer Line		1450.00		5,715.14	7,047.27	7,047.27	7,047.27	
	Sub-total				174,986.05	188,647.47	80,824.47	10,824.47	
NC19P006012	Reflective/Aluminum-Duplex/Triplex		1460.14		357.76	357.76	357.76	357.76	
	Sub-total				357.76	357.76	357.76	357.76	
NC19P006013	Reflective/Aluminum-Duplex/Triplex		1460.14		407.44	407.44	407.44	407.44	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:	**2 0 0 1**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Sub-total				407.44	407.44	407.44	407.44	
NC19P006015	Architect and Engineering		1430.01		618.00	618.00	618.00	618.00	
	Repave Parking Lot		1450.11		32,000.00	32,000.00	32,000.00	0.00	
	Sub-total				32,618.00	32,618.00	32,618.00	618.00	
NC19P006005	Architect and Engineering		1430.01		2,271.00	2,271.00	2,271.00	2,271.00	
	Remove LB Tile, Valves & Surrounds		1460.12		75,000.00	31,350.00	31,350.00	0.00	
	Sub-total				77,271.00	33,621.00	33,621.00	2,271.00	
NC19P006003	Architect and Engineering		1430.01		1,306.00	1,306.00	1,306.00	1,306.00	
	New HVAC in all Apartments		1460.16		95,000.00	95,000.00	95,000.00	0.00	
	Convert Efficiency Apts into Suites		1460.00		210,000.00	210,000.00	210,000.00	0.00	
	Efficiency Conversion Relocation		1495.01		0.00	13,200.00	0.00	0.00	
	Sub-total				306,306.00	319,506.00	306,306.00	1,306.00	
NC19P006004	Playground Equipment		1475.04		0.00	11,250.00	0.00	0.00	
	Operations Cleanup & Concrete Project		1450.00		1,931.00	5,289.75	5,289.75	1,931.00	
	Sub-total				1,931.00	16,539.75	5,289.75	1,931.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: NC19P00650101 Replacement Housing Factor Grant No:					**Federal FY of Grant:** **2 0 0 1**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P006002	Playground Equipment		1475.04		0.00	11,250.00	0.00	0.00	
	Operations Cleanup		1450.00		1,931.00	1,931.00	1,931.00	1,931.00	
	Install Individual Water Meters		1450.12		86,000.00	86,000.00	86,000.00	0.00	
	Sub-total				87,931.00	99,181.00	87,931.00	1,931.00	
NC19P006020	Add Top Soil, Grade, and Reseed		1450.00		18,000.09	18,000.09	18,000.00	0.00	
	Sub-total				18,000.09	18,000.09	18,000.00	0.00	
	GRAND TOTAL				2,041,546.00	2,041,546.00	1,497,131.90	431,670.95	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: NC19P00650101 Replacement Housing Factor No:	**Federal FY of Grant:** 2001

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
002-002	09/30/03			09/30/04			
002-004	09/30/03			09/30/04			
002-007	09/30/03			09/30/04			
NC19P006000	09/30/03			09/30/04			
NC19P006001	09/30/03			09/30/04			
NC19P006002	09/30/03			09/30/04			
NC19P006003	09/30/03			09/30/04			
NC19P006004	09/30/03			09/30/04			
NC19P006005	09/30/03		06/04/02	09/30/04			
NC19P006006	09/30/03		06/04/02	09/30/04			
NC19P006008	09/30/03			09/30/04			
NC19P006009	09/30/03			09/30/04			
NC19P006012	09/30/03		01/28/02	09/30/04		03/06/02	
NC19P006013	09/30/03		01/28/02	09/30/04		03/06/02	
NC19P006015	09/30/03		05/29/02	09/30/04			
NC19P006020	09/30/03			09/30/04			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650102 Replacement Housing Factor Grant No:	**2 0 0 2**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	198,289	198,289	0	0
3	1408 Management Improvements Soft Costs	23,650	202,425	0	0
	Management Improvements Hard Costs				
4	1410 Administration	198,289	198,289	0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	56,930	56,930	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	166,700	133,572	0	0
10	1460 Dwelling Structures	625,075	479,428	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	51,230	51,230	0	0
12	1470 Nondwelling Structures	662,733	662,733	0	0
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines…..)	**1,982,896**	1,982,896	0	0
	Amount of line XX Related to LBP Activities				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650102 Replacement Housing Factor Grant No:	**2 0 0 2**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: NC19P00650102 Replacement Housing Factor Grant No:					**Federal FY of Grant:** **2 0 0 2**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P006000	Economic Development Program		1408.50		10,000	10,000	0	0	
	Computer Update		1408.01		13,650	13,650	0	0	
	Drug Elimination Program		1408.20		0	178,775	0	0	
	Subtotal				23,650	202,425	0	0	
NC19P006000	Salary of Contract Coordinator		1410.01		39,709	39,709	0	0	
	Inspector		1410.01		47,513	47,513	0	0	
	CHSP Coordinator		1410.03		50,069	50,069	0	0	
	Accounting & Administration		1410.01		33,412	33,412	0	0	
	Fringe Benefits		1410.09		37,586	37,586	0	0	
	Subtotal				198,289	198,289	0	0	
NC19P006008	Replace Roof		1460.18		121,975	121,975	0	0	
	Architect & Engineering		1430.01		8,250	8,250	0	0	
	Subtotal				130,225	130,225	0	0	
NC19P006015	Central Air Conditioning		1460.16		91,075	91,075	0	0	
	Subtotal				91,075	91,075	0	0	
NC19P006012	Central Air Conditioning		1460.16		117,096	117,096	0	0	
	Resurface Parking Lots		1450.00		0	44,424	0	0	
	Subtotal				117,096	161,520	0	0	
NC19P006013	Central Air Conditioning		1460.16		139,865	139,865	0	0	
	Resurface Parking Lots		1450.00		0	44,424	0	0	
	Subtotal				139,865	184,289	0	0	
NC19P006002	Community Center Addition		1470.00		215,490	215,490	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: NC19P00650102 Replacement Housing Factor Grant No:					**Federal FY of Grant:** **2 0 0 2**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Security Screens for Windows		1460.19		145,647	0	0	0	
	Architect & Engineering		1430.01		14,580	14,580	0	0	
	Subtotal				375,717	230,070	0	0	
NC19P006001	Architect & Engineering		1430.01		3,850	3,850	0	0	
	Resurface Parking Lots		1450.00		56,922	0	0	0	
	Upgrade Underground Electrical System		1450.12		65,054	0	0	0	
	Replace Steel Gas Valves		1450.12		44,724	44,724	0	0	
	Replace Gas Ranges		1465.01		51,230	51,230	0	0	
	Subtotal				221,780	99,804	0	0	
NC19P006006	Architect & Engineering		1430.01		30,250	30,250	0	0	
	Community Center		1470.00		447,243	447,243	0	0	
	Subtotal				477,493	477,493	0	0	
NC19P006005	Install Return Air Grilles		1460.16		9,416	9,416	0	0	
	Subtotal				9,416	9,416	0	0	
NC19P006000	Operations		1406.00		198,289	198,289	0	0	
	GRAND TOTAL				1,982,896	1,982,896	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: NC19P00650102 Replacement Housing Factor No:	**Federal FY of Grant: 2002**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
001-001	05/31/04			05/31/06			
001-002	05/31/04			05/31/06			
001-003	05/31/04			05/31/06			
NC19P006000	05/31/04			05/31/06			
NC19P006001	05/31/04			05/31/06			
NC19P006002	05/31/04			05/31/06			
NC19P006005	05/31/04			05/31/06			
NC19P006006	05/31/04			05/31/06			
NC19P006008	05/31/04			05/31/06			
NC19P006012	05/31/04			05/31/06			
NC19P006013	05/31/04			05/31/06			
NC19P006015	05/31/04			05/31/06			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650103 Replacement Housing Factor Grant No:	**2 0 0 3**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	1 0 , 0 0 0			
	Management Improvements Hard Costs				
4	1410 Administration	2 0 1 , 2 2 2			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8 4 , 8 9 0			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1 , 5 1 0 , 2 5 6			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	1 4 9 , 1 9 6			
13	1475 Nondwelling Equipment	5 6 , 6 5 7			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines…..)	**2 , 0 1 2 , 2 2 1**			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650103 Replacement Housing Factor Grant No:	**2 0 0 3**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650103 Replacement Housing Factor Grant No:	**2 0 0 3**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P00600	Three Vehicles		1475.07		56,657				
	Renovate Maintenance Building		1470.00		149,196				
	Sub-total				205,853				
NC19P00600	Salary of Contract Coordinator		1410.01		40,245				
	Accounting and Administrative Salaries		1410.01		40,244				
	Inspector Salary		1410.01		40,245				
	Fringe Benefits		1410.09		40,244				
	CHSP Coordinator		1410.03		40,244				
	Sub-total				201,222				
NC19P00600	Economic Development		1408.50		10,000				
	Sub-total				10,000				
NC19P006003	Upgrade Elevators		1460.15		94,428				
	Architect and Engineering		1430.01		12,430				
	Sub-total				106,858				
NC19P006013	Architect and Engineering		1430.01		550				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650103 Replacement Housing Factor Grant No:	**2 0 0 3**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Sub-total				550				
NC19P006002	Gas Furnaces		1460.16		308,590				
	Architect and Engineering		1430.01		55,820				
	Install Central Air		1460.16		649,663				
	Install Water Cut-off Valves		1460.17		144,474				
	Sub-total				1,158,547				
NC19P006006	Architect and Engineering		1430.01		10,560				
	Replace Furnaces		1460.16		181,301				
	Sub-total				191,861				
NC19P006012	Architect and Engineering		1430.01		550				
	Sub-total				550				
NC19P006008	Upgrade Elevators		1460.15		78,375				
	Architect and Engineering		1430.01		4,980				
	Replace Wallpaper in Hallways/Corridor		1460.00		53,425				
	Sub-total				136,780				
	GRAND TOTAL				2,012,221				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: NC19P00650103 Replacement Housing Factor No:	**Federal FY of Grant:** 2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
003-001	05/31/05			05/31/07			
NC19P00600	05/31/05			05/31/07			
NC19P006002	05/31/05			05/31/07			
NC19P006003	05/31/05			05/31/07			
NC19P006006	05/31/05			05/31/07			
NC19P006008	05/31/05			05/31/07			
NC19P006012	05/31/05			05/31/07			
NC19P006013	05/31/05			05/31/07			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650104 Replacement Housing Factor Grant No:	**2 0 0 4**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	4 3 , 6 5 0			
	Management Improvements Hard Costs				
4	1410 Administration	2 0 1 , 2 2 2			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1 9 4 , 6 1 9			
8	1440 Site Acquisition				
9	1450 Site Improvement	4 7 1 , 6 3 3			
10	1460 Dwelling Structures	8 7 8 , 2 7 8			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	6 4 , 9 8 9			
13	1475 Nondwelling Equipment	1 5 7 , 8 3 0			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines…..)	**2 , 0 1 2 , 2 2 1**			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650104 Replacement Housing Factor Grant No:	**2 0 0 4**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650104 Replacement Housing Factor Grant No:	**2 0 0 4**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P00600	Salary of Contract Coordinator		1410.01		40,245				
	Accounting and Administrative Salaries		1410.01		40,244				
	Inspector Salary		1410.01		40,245				
	Fringe Benefits		1410.09		40,244				
	CHSP Coordinator		1410.03		40,244				
	Sub-total				201,222				
NC19P00600	Computer Update		1408.01		43,650				
	Sub-total				43,650				
NC19P006000	Three Vehicles		1475.07		83,557				
	Replace Carpet		1470.00		64,989				
	Architect and Engineering		1430.01		70,000				
	Computer Hardware		1475.01		74,273				
	Sub-total				292,819				
NC19P006003	Paint Exterior		1460.22		102,125				
	Architect and Engineering		1430.01		24,080				
	Replace Carpet in each Apartment		1460.13		144,832				
	Replace Carpet in the Hallways		1460.13		74,273				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: NC19P00650104 Replacement Housing Factor Grant No:	**2 0 0 4**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Sub-total				345,310				
NC19P006008	Paint Exterior		1460.22		102,125				
	Architect and Engineering		1430.01		24,300				
	Replace Carpet in each Apartment		1460.13		194,967				
	Sub-total				321,392				
NC19P006001	Steel Security Screens for Windows		1460.19		139,262				
	Architect and Engineering		1430.01		22,039				
	Upgrade Underground Gas Lines		1450.12		131,835				
	Sub-total				293,136				
NC19P006004	Roofs		1460.18		120,694				
	Architect and Engineering		1430.01		15,500				
	Sub-total				136,194				
NC19P006002	Upgrade Underground Gas Lines		1450.12		111,409				
	Architect and Engineering		1430.01		15,500				
	Upgrade Underground Electrical System		1450.12		70,559				
	Replace Steel Gas Valves		1450.12		64,989				
	Sub-total				262,457				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: NC19P00650104 Replacement Housing Factor Grant No:					**Federal FY of Grant:** **2 0 0 4**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC19P006012	Underground Gas Service Lines		1450.12		46,421				
	Architect and Engineering		1430.01		11,600				
	Sub-total				58,021				
NC19P006013	Underground Gas Service Lines		1450.12		46,420				
	Architect and Engineering		1430.01		11,600				
	Sub-total				58,020				
	GRAND TOTAL				2,012,221				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: NC19P00650104 Replacement Housing Factor No:	**Federal FY of Grant:** 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
002-001	05/31/06			05/31/08			
NC19P00600	05/31/06			05/31/08			
NC19P006001	05/31/06			05/31/08			
NC19P006002	05/31/06			05/31/08			
NC19P006003	05/31/06			05/31/08			
NC19P006004	05/31/06			05/31/08			
NC19P006008	05/31/06			05/31/08			
NC19P006012	05/31/06			05/31/08			
NC19P006013	05/31/06			05/31/08			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650100	**2 0 0 0**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	0	3,440.60	988.17	988.17
	Management Improvements Hard Costs				
4	1410 Administration	19,204	24,639.40	24,639.40	17,042.32
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,652	8,400.00	3,400.00	2,124.00
8	1440 Site Acquisition				
9	1450 Site Improvement	9,216	16,800.00	12,800.00	1,200.00
10	1460 Dwelling Structures	155,768	161,284.00	133,113.97	46,620.29
11	1465.1 Dwelling Equipment—Nonexpendable	3,070	4,070.00	0.00	0.00
12	1470 Nondwelling Structures	26,760	26,760.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	30,724	0.00	0.00	0.00
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650100	**2 0 0 0**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines…..)	246,394	246,394.00	174,941.54	67,974.78
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	43,202	16,003.00	14,003.00	1,903.00
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	17,172	6,000.00	4,000.00	400.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650100					**Federal FY of Grant:** **2 0 0 0**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
Sharon Street	Energy Efficient Insulation		1460.24		17,172	400.00	400.00	400.00	
	New Construction		1460.00		95,394	16,257.60	16,257.60	16,257.60	
	Ranges and Refrigerators		1465.01		3,070	4,070.00	0.00	0.00	
	Outbuildings		1470.00		26,760	27,760.00	0.00	0.00	
	Moving to Work Demonstration		1492.00		30,724	0.00	0.00	0.00	
	Utilities		1408.04		0	2,086.46	616.32	616.32	
	Prints of New Houses		1408.00		0	65.18	65.18	65.18	
	Architect and Engineering		1430.01		1,652	0.00	0.00	0.00	
	Administration		1410.01		19,204	0.00	0.00	0.00	
	Drainage, Sidewalks, Landscaping		1450.00		9,216	1,200.00	1,200.00	1,200.00	
	ADA Plumbing		1460.17		43,202	1,903.00	1,903.00	1,903.00	
	Sub-Total				246,394	53,742.24	20,442.10	20,442.10	
Vickers Avenue	Landscaping/Driveways/Sidewalks		1450.00		0	9,400.00	7,400.00	0.00	
	Interior Painting		1460.22		0	4,800.00	2,800.00	0.00	
	Energy Efficient Insulation		1460.24		0	5,600.00	3,600.00	0.00	
	Water/Sewer Tap Fee		1450.12		0	6,200.00	4,200.00	0.00	
	Kitchen Cabinets		1460.11		0	6,800.00	4,800.00	0.00	
	Exterior Trim/Gutters/Decks		1460.14		0	8,230.00	6,230.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650100	**Federal FY of Grant:** **2 0 0 0**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Concrete/Sand/Brick/Block		1460.02		0	25,030.00	24,030.00	15,911.90	
	Hardware, Framing, & Misc.		1460.00		0	48263.40	40,093.37	9,994.93	
	Utilities		1408.04		0	1,046.77	64.48	64.48	
	Prints		1408.00		0	242.19	242.19	242.19	
	Electric		1460.15		0	7,000.00	5,000.00	412.86	
	Contract Administrator Salary		1410.01		0	17,239.45	17,239.45	13,200.00	
	Fringe Benefits		1410.09		0	4,000.92	4,000.92	2,775.74	
	Accounting and Administrative Salaries		1410.01		0	3,399.03	3,399.03	1,066.58	
	Architect and Engineering		1430.01		0	3,500.00	1,500.00	1,500.00	
	Land Survey		1430.09		0	2,800.00	800.00	0.00	
	Floor		1460.13		0	6,200.00	4,200.00	0.00	
	HVAC		1460.16		0	8,000.00	6,000.00	0.00	
	ADA Plumbing		1460.17		0	14,100.00	12,100.00	0.00	
	Roof		1460.18		0	4,080.00	2,080.00	0.00	
	Footings & Waterproofing		1460.01		0	4,620.00	3,620.00	1,740.00	
	Permits & Inspections		1430.06		0	2,100.00	1,100.00	624.00	
	Sub-Total				0	192,651.73	154,499.44	47,532.68	
	GRAND TOTAL				246,394	246,394.00	174,941.54	67,974.78	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: NC19R00650100	**Federal FY of Grant: 2000**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Sharon Street	09/30/02			09/30/04			
Vickers Avenue	09/30/02			09/30/04			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650101	**2 0 0 1**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	3,526		0	0
	Management Improvements Hard Costs				
4	1410 Administration	25,136		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,608		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	17,217		0	0
10	1460 Dwelling Structures	165,285		0	0
11	1465.1 Dwelling Equipment—Nonexpendable	4,172		0	0
12	1470 Nondwelling Structures	27,425		0	0
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650101	**2 0 0 1**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines…..)	251,369		0	0
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	16,389		0	0
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	6,184		0	0
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650101	**Federal FY of Grant:** **2 0 0 1**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
Replacement Hsg	Energy Efficient Insulation		1460.24		6,184		0	0	
	New Construction		1460.00		65,886		0	0	
	Ranges and Refrigerators		1465.01		4,172		0	0	
	Outbuildings		1470.00		27,425		0	0	
	Utilities		1408.04		3,205		0	0	
	Prints of New Houses		1408.00		321		0	0	
	Architect and Engineering		1430.01		3,584		0	0	
	Administration		1410.01		21,056		0	0	
	Drainage, Sidewalks, Landscaping		1450.00		10,853		0	0	
	ADA Plumbing		1460.17		16,389		0	0	
	Interior Painting		1460.22		4,959		0	0	
	Water/Sewer Tap Fee		1450.12		6,364		0	0	
	Kitchen Cabinets		1460.11		7,000		0	0	
	Exterior Trim/Gutters/Decks		1460.14		8,458		0	0	
	Concrete/Sand/Brick/Block		1460.02		25,597		0	0	
	Electric		1460.15		7,203		0	0	
	Fringe Benefits		1410.09		4,080		0	0	
	Land Survey		1430.09		2,869		0	0	
	Floor		1460.13		6,387		0	0	
	HVAC		1460.16		8,223		0	0	
	Roof		1460.18		4,224		0	0	
	Footings & Waterproofing		1460.01		4,775		0	0	
	Permits & Inspections		1430.06		2,155		0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650101	**2 0 0 1**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	GRAND TOTAL				251,369		0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: NC19R00650101	**Federal FY of Grant: 2001**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing	09/30/03			09/30/04			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650102	**2 0 0 2**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	3,335		0	0
	Management Improvements Hard Costs				
4	1410 Administration	23,879		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,143		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	16,283		0	0
10	1460 Dwelling Structures	156,319		0	0
11	1465.1 Dwelling Equipment—Nonexpendable	3,945		0	0
12	1470 Nondwelling Structures	26,893		0	0
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650102	**2 0 0 2**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/02** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines…..)	2 3 8 , 7 9 7		0	0
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	1 5 , 5 1 0		0	0
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	5 , 8 1 6		0	0
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650102					**Federal FY of Grant:** **2 0 0 2**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
RHF	Administration		1410.01		20,003		0	0	
	Architect & Engineering		1430.01		3,393		0	0	
	Drainage, Sidewalks, Landscaping		1450.00		10,274		0	0	
	ADA Plumbing		1460.17		15,510		0	0	
	Energy Efficient Insulation		1460.24		5,816		0	0	
	New Construction		1460.00		62,532		0	0	
	Ranges & Refrigerators		1465.01		3,945		0	0	
	Outbuildings		1470.00		26,893		0	0	
	Prints of New Houses		1408.00		298		0	0	
	Utilities		1408.04		3,037		0	0	
	Fringe Benefits		1410.09		3,876		0	0	
	Permits & Inspections		1430.06		2,036		0	0	
	Land Survey		1430.09		2,714		0	0	
	Water/Sewer Tap Fee		1450.12		6,009		0	0	
	Footing and Waterproofing		1460.01		4,478		0	0	
	Concrete/Sand/Brick/Block		1460.02		24,259		0	0	
	Kitchen Cabinets		1460.11		6,591		0	0	
	Floor		1460.13		6,009		0	0	
	Exterior Trim/Gutters/Decks		1460.14		7,977		0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650102					**Federal FY of Grant:** **2 0 0 2**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
RHF	Electric		1460.15		6,785		0	0	
	HVAC		1460.16		7,754		0	0	
	Roof		1460.18		3,955		0	0	
	Interior Painting		1460.22		4,653		0	0	
	GRAND TOTAL				238,797		0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: NC19R00650102	**Federal FY of Grant: 2002**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
RHF	05/31/04			05/31/06			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650103	**2 0 0 3**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	3,423			
	Management Improvements Hard Costs				
4	1410 Administration	24,508			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,357			
8	1440 Site Acquisition				
9	1450 Site Improvement	16,712			
10	1460 Dwelling Structures	160,434			
11	1465.1 Dwelling Equipment—Nonexpendable	4,049			
12	1470 Nondwelling Structures	27,600			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650103	**2 0 0 3**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines…..)	2 4 5 , 0 8 3			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	1 5 , 9 1 8			
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	5 , 9 6 9			
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650103					**Federal FY of Grant:** **2 0 0 3**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
RHF	Administration		1410.01		20,530				
	Architect & Engineering		1430.01		3,482				
	Drainage, Sidewalks, Landscaping		1450.00		10,545				
	ADA Plumbing		1460.17		15,918				
	Energy Efficient Insulation		1460.24		5,969				
	New Construction		1460.00		64,179				
	Ranges & Refrigerators		1465.01		4,049				
	Outbuildings		1470.00		27,600				
	Prints of New Houses		1408.00		306				
	Utilities		1408.04		3,117				
	Fringe Benefits		1410.09		3,978				
	Permits & Inspections		1430.06		2,090				
	Land Survey		1430.09		2,785				
	Water/Sewer Tap Fee		1450.12		6,167				
	Footing and Waterproofing		1460.01		4,596				
	Concrete/Sand/Brick/Block		1460.02		24,898				
	Kitchen Cabinets		1460.11		6,764				
	Floor		1460.13		6,167				
	Exterior Trim/Gutters/Decks		1460.14		8,187				
	Electric		1460.15		6,964				
	HVAC		1460.16		7,958				
	Roof		1460.18		4,059				
	Interior Painting		1460.22		4,775				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650103	**Federal FY of Grant:** **2 0 0 3**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	GRAND TOTAL				245,083				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: NC19R00650103	**Federal FY of Grant: 2003**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
RHF	05/31/05			05/31/07			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650104	**2 0 0 4**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	3,423			
	Management Improvements Hard Costs				
4	1410 Administration	24,508			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,357			
8	1440 Site Acquisition				
9	1450 Site Improvement	16,712			
10	1460 Dwelling Structures	160,434			
11	1465.1 Dwelling Equipment—Nonexpendable	4,049			
12	1470 Nondwelling Structures	27,600			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650104	**2 0 0 4**

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines…..)	2 4 5 , 0 8 3			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	1 5 , 9 1 8			
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	5 , 9 6 9			
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650104					**Federal FY of Grant:** **2 0 0 4**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
RHF	Administration		1410.01		20,530				
	Architect & Engineering		1430.01		3,482				
	Drainage, Sidewalks, Landscaping		1450.00		10,545				
	ADA Plumbing		1460.17		15,918				
	Energy Efficient Insulation		1460.24		5,969				
	New Construction		1460.00		64,179				
	Ranges & Refrigerators		1465.01		4,049				
	Outbuildings		1470.00		27,600				
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	Footing and Waterproofing		1460.01		4,596				
	Concrete/Sand/Brick/Block		1460.02		24,898				
	Kitchen Cabinets		1460.11		6,764				
	Floor		1460.13		6,167				
	Exterior Trim/Gutters/Decks		1460.14		8,187				
	Electric		1460.15		6,964				
	HVAC		1460.16		7,958				
	Roof		1460.18		4,059				
	Interior Painting		1460.22		4,775				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650104					**Federal FY of Grant:** **2 0 0 4**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	GRAND TOTAL				245,083				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: NC19R00650104	**Federal FY of Grant: 2004**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
RHF	05/31/06			05/31/08			

Section 8 PHA Project-Based Vouchers

The Housing Authority of the City of High Point intends to use an allocation of 17 one-bedroom and 9 two-bedroom project-based vouchers for the Spring Brook Meadows Elderly Villas development, a part of it's HOPE VI project (NC19URD006I199).

These units will be located on Granville Street and Spring Brook Drive in southeast High Point off of Brentwood Street in census tract 145.02.

The use of the Section 8 PHA Project-Based Vouchers complies with the missions statement of the Housing Authority, as set forth in the PHA Plan, and the HUD Strategic Goal: To increase the availability of decent, safe, and affordable housing, specifically stated in the PHA Plan to leverage private or other public funds to create additional housing opportunities and to acquire or build units or developments.

Project-based assistance is needed rather than tenant-based assistance to assure the availability of units for a prescribed number of years.

ADDENDUM 2 TO DWELLING LEASE

Housing Authority of the City of High Point
High Point, North Carolina

PET POLICY and REQUIREMENTS

The Housing Authority of the City of High Point does hereby recognize that residents and applicants have the right to request a copy of this Pet Policy and Requirements and upon compliance with same, request that their lease agreement be amended in order that they may keep a common household pet. This policy, other than the resident's obligation to maintain their premises in a clean, sanitary and safe condition, does not apply to animals which are used to assist the handicapped. Changes may be made to these rules by notifying all families which currently have pets or are eligible to have pets of the changes 30 days prior to their becoming effective.

1. The pet must be recognized by the PHA as a common household pet. The pet must be kept in the unit. These shall include domesticated, warm blooded animals such as a dog or cat. Birds and fish, so long as they are adequately cared for, their containers kept reasonably clean and in a sanitary condition, and in the case of birds, do not disturb other residents, may be kept by residents, whether elderly or non-elderly, without the consent of the PHA and without any other section of these pet rules being applicable. Poultry, ducks, geese, reptiles, such as snakes, lizards, etc., or exotic or unusual creatures such as tarantulas are not considered as common household pets.

2. No family, elderly or non-elderly, may have more than one pet per household.

3. Pets must be of reasonable size, manageable by their owner. As a general rule, pets must not weigh more than 25 pounds nor be of a breed that is known to exceed such weight at full maturity. For instance, a German Shepherd dog as a puppy would be within the 25 pound weight requirement, however, it is generally recognized that German Shepherd's grow to a weight exceeding 25 pounds at maturity, therefore, a German Shepherd would not be permissible, even as a puppy.

4. In the case of either a cat or dog, a pet deposit in the amount of one hundred dollars ($100.00) shall be required. This may be paid in full at the time the lease is amended or at the election of the resident, a $ 50.00 initial payment may be made, followed by 5 payments of $ 10.00 each which will be billed to the resident at the first of each month after the lease is amended until the entire $ 100.00 is paid. After an inspection of the premises has been completed, the pet deposit is subject to be refunded to the resident after the resident vacates the premises or removes the pet from the premises. From the pet deposit, reasonable expenses directly attributable to the presence of the pet on the premises may be deducted. Such expenses shall include, but not limited to, the cost of repairs and replacements and fumigation of the resident's dwelling apartment. Pet deposits shall be maintained in an interest bearing account. Accrued interest shall be added to a resident's pet deposit periodically and shall be subject to refund in accordance with other provisions stated herein.

5. Families where the head or spouse is *not* elderly or otherwise disabled as defined by the Housing Authority's Admissions and Continued Occupancy Policy will also be required to pay a non-refundable fee in the amount of $ 100.00 to cover the reasonable operating costs to the community which relate to the housing of a cat or a dog.

6. The pet owner must comply with all federal, state, and local laws and regulations which apply to pet ownership including inoculations or vaccinations, licensing, etc. Prior to entering into an amendment permitting the keeping of a pet, the owner must present satisfactory evidence of inoculation and compliance with existing laws, including evidence from a Veterinary Clinic that the dog or cat has been spayed or neutered.

7. The pet owner must identify one responsible person, whose name, address, phone number, and signature are evidenced on a form provided by the PHA, who agrees to care for the pet in the event the pet owner dies or is unable to provide satisfactory care for the pet or fails to comply with these pet rules.

8. The pet owner must continually and satisfactorily maintain the premises under lease in a safe, sanitary, and clean condition. Pet owners shall be required to remove pet waste *from anywhere on the project premises* to a sealable bag (by tying, using "twist ties", or otherwise) sealing the bag, and properly disposing thereof. Litter boxes shall be changed accordingly, as needed to maintain an odor free and sanitary environment. Generally, litter boxes shall be changed either twice a week or scooped daily.

9. The pet, particularly if it is a dog or cat, shall at all times be restrained with a leash and collar while on the project premises outside of the apartment or building in which the owner and pet resides. Pets housed in multi-family, hi-rise apartment buildings must not be permitted outside of their owner's apartment unless they are being brought to the apartment from the outside of the building or are being taken from the apartment to the outside of the building. When the pet is being brought to or taken from the building, it shall be carried at all times while in the hallways, on the elevator, stairs, in the lobby areas or any other common area within the building. The pet may not be left unattended while outside the building on project grounds.

10. No pet shall be left unattended inside an apartment for a period of longer than 24 hours. Pets shall at all times be kept clean and sanitary and shall be provided adequate food and water for maintaining a healthful condition. Pet owners shall be required to promptly have their pet cared for by a licensed veterinarian at the first sign of illness or disease to the pet. At the expense of the pet owner, pets and apartments where pets are housed must be regularly treated for fleas, ticks, mites, or other parasites known to infest pets and pet habitats. Pet owners who fail to do so may become financially responsible for treating areas adjoining their apartment which become infested also.

11. Pets may not disturb other residents.

12. No pet shall be kept on the project premises that is considered vicious or a danger to the health or safety of other residents, their guests, or employees of PHA or it's agents. Upon execution of the amendment to the

dwelling lease, the owner of the pet assumes all liability to any damage, either property or personal injury, which the pet may cause, either directly, or indirectly.

12. Residents *may not temporarily* keep pets for other persons.

STATE OF NORTH CAROLINA

GUILFORD COUNTY

ADDENDUM TO LEASE
FOR
PET OWNERSHIP

This agreement entered into by and between the Housing Authority of the City of High Point (herein after referred to as the PHA) and _____ (herein after referred to as the Resident) have entered into an agreement to lease the apartment located at _____ does hereby amend that lease as follows:

The resident has read the PHA's Pet Policy and Requirements which are attached and incorporated into this addendum, has a full understanding of them, has complied with them or agrees to comply with them and therefore has requested permission from the PHA to keep a pet on the premises under lease to the resident.

The below information pertains to identification of the pet:

TYPE OF PET	NAME OF PET	PET BREED (IF KNOWN)
_____	_____	_____

AGE OF PET (IF KNOWN)	DATE OF RABIES VACCINATION	COLOR & DESCRIPTION
_____	_____	_____

In the event that the resident becomes incapable of adequately caring for the pet, for whatever reason, or if a serious violation of the Pet Policy and Requirements occur, such as a personal injury caused by the pet or a particularly unsanitary condition is caused by a pet, or if repeated minor violations of the Pet Policy and Requirements occur, the PHA will request and the resident will agree to remove the pet from the premises within a period of not to exceed 7 days. The resident understands and agrees that failure to comply with a request from the PHA to remove the pet from the premises accordingly shall be just cause for the termination of the resident's lease agreement.

The PHA reserves the right to modify the Pet Policy and Requirements from time to time and may do so by mailing or delivering to the resident a copy of the modified Pet Rules 30 days prior to their becoming effective.

In consideration of the resident's agreement to abide by this addendum, the PHA does hereby grant permission for the resident to keep the pet named and otherwise described above, on the premises so long as the resident's lease agreement is in effect.

This addendum is hereby executed on this the _____ day of _____, by and between:

_____ Housing Authority of the City of High Point:

Resident

_____

_____

Resident
_____
Title

To: Housing Authority of the City of High Point

By my signature evidenced below, I certify that I have read the Pet Policy and Requirements of the Housing Authority of the City of High Point and do hereby agree that I will accept the responsibility for removing the pet of _____ (herein after referred to as the pet owner) in the event that the pet owner is no longer able to keep the pet
for whatever reason or in the event that the pet owner becomes deceased.

Name (Typed or Printed): _____

Street Address: _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____

Signature: _____ Date: _____

Revised: _____

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name: Housing Authority of the City of High Point				☒ **Original 5-Year Plan** ☐ **Revision No:**	
Development Number/Name/HA-Wide	Year 1 2003	Work Statement for Year 2 FFY Grant: NC19P00650104 PHA FY: 2004	Work Statement for Year 3 FFY Grant: NC19P00650105 PHA FY: 2005	Work Statement for Year 4 FFY Grant: NC19P00650106 PHA FY: 2006	Work Statement for Year 5 FFY Grant: NC19P00650107 PHA FY: 2007
	Annual Statement				
NC19P006001		271,097	570,000	254,796	0
NC19P006002		246,957	0	309,395	0
NC19P006003		321,230	148,508	191,097	382,186
NC19P006004		120,694	640,000	358,906	0
NC19P006005		0	0	0	69,620
NC19P006006		0	0	239,115	116,443
NC19P006008		297,092	0	0	484,333
NC19P006009		0	0	27,084	0
NC19P006012		46,421	0	0	86,639
NC19P006013		46,420	0	0	53,600
NC19P006015		0	0	0	0
NC19P006017		0	4,579	0	0
NC19P006019		0	0	11,027	0
NC19P006020		0	0	0	0
Total CFP Funds (Est.)		2,012,221	2,012,221	2,012,221	2,012,221
Total Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: NC19P00650104 PHA FY: 2004			Activities for Year: 3 FFY Grant: NC19P0065050105 PHA FY: 2005		
	Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
	NC19P006000			NC19P00600		
	Three Vehicles		83,557	Three Vehicles		80,000
	Replace Carpet		64,989	Operations		201,222
	Computer Hardware		74,273	Computer Hardware		59,260
	NC19P006001	139		NC19P006001	139	
	Security Window Screens		139,262	Install Central Air		570,000
	Underground Gas Lines		131,835	NC19P006003	105	
	NC19P006002	171		Accessibility to Units		148,508
	Underground Gas Lines		111,409	NC19P006004	159	
	Underground Electrical		70,559	Install Central Air		640,000
	Replace Steel Gas Valves		64,989	NC19P006017	17	
	NC19P006003	105		Clean & Treat Decks		4,579
	Paint Exterior		102,125			
	Carpet in Apartments		144,832			
	Carpet in the Hallways		74,273			
	NC19P006004	159				
	Roofs		120,694			
	NC19P006008	149				
	Paint Exterior		102,125			
	Carpet in Apartments		194,967			
	NC19P006012	38				
	Underground Gas Lines		46,421			
	NC19P006013	43				
	Underground Gas Lines		46,420			

Activities for Year 1		Activities for Year: 4 FFY Grant: NC19P00650106 PHA FY: 2006			Activities for Year: 5 FFY Grant: NC19P00650107 PHA FY: 2007	
	Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
	NC19P00600			NC19P00600		
	Operations		201,222	Operations		201,222
	Maintenance Vans		77,385	Purchase Automobiles		58,000
	NC19P006001	139		NC19P006003	105	
	Replace Kitchen Cabinets		254,796	Re-roof Auditorium		40,000
	NC19P006002	171		Replace Fire Alarm		55,000
	Replace Kitchen Cabinets		309,395	Install New Locks		10,990
	NC19P006003	105		Landscaping		25,000
	Replace Kitchen Cabinets		191,097	Replace Air Conditioner		46,284
	NC19P006004	159		Paint Interior of Units		55,821
	Landscaping		67,711	Washer/Dryer Rooms		7,498
	Replace Kitchen Cabinets		291,195	Replace Closet Doors		26,250
	NC19P006006	95		Hot Water Heaters		31,800
	Install Return Air Grilles		18,572	Ranges & Refrigerators		23,771
	Water Cut-off Valves		83,574	Lobby Furniture		28,000
	Install Tub Surrounds		78,931	Washers and Dryers		3,000
	Landscaping/Erosion		58,038	Parking Lots		22,730
	NC19P006009	140		New Windows & Doors		82,503
	Install Return Air Grilles		27,084	New Roof		40,823
	NC19P006019	38		NC19P006005	60	
	Clean & Treat Decks		11,027	Accessibility to Units		69,620
				NC19P006006	95	
				Accessibility to Units		116,443
				NC19P006008	149	
				Garbage Disposals		25,597
				Interior Painting		49,140
				Light Fixtures		90,000
				Replace Counter Tops		45,000

Activities for Year 1		Activities for Year: 4 FFY Grant: NC19P00650106 PHA FY: 2006			Activities for Year: 5 FFY Grant: NC19P00650107 PHA FY: 2007	
	Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
				Carpet in Hallways		40,865
				Replace Closet Doors		79,922
				Heating & Cooling		153,809
				NC19P006012	38	
				Accessibility to Units		86,639
				NC19P006013	43	
				Accessibility to Units		53,600

Excerpted from Housing Authority of the City of High Point Admissions and Occupancy Policy

SECTION III. DECONCENTRATION PLAN

With respect to selection of families to lease units in the Public Housing program, selection will be in such a manner as to avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the Housing Authority and to provide for income mixing by bringing higher income tenants into lower income public housing communities and bringing lower income tenants into higher income public housing communities.

The PHA shall categorize assisted tenants in all programs by income in one of the following groups:

- Extremely Low Income — Not more than 30% of the area's median income.
- Very Low Income - — More than 30% but not more than 50% of the area's median income.
- Lower Income - — More than 50% but not more than 80% of the area's median income.
- Over-income - — More than 80% of the area's median income.

The area's median income shall be defined by HUD, adjusted for family size and is subject to periodic change.

The PHA shall categorize each applicant for assistance for all programs in the same manner as presented above.

The PHA shall utilize information from these categories and other statistical information concerning income distribution in the PHA's area of operation as may be provided from time to time by the U.S. Department of Housing and Urban Development (HUD) to develop goals designed to achieve the deconcentration and income mixing objectives stated herein and to remain consistent with income targeting distribute percentages as required by HUD.

The PHA shall review these goals periodically and make appropriate adjustments as may be needed when income distributions in the locality change.

Staff responsible for selecting tenants for public housing assistance from the waiting list shall consider income distributions within the community where the unit exists and the goals for that community prior to selecting an applicant for occupancy first, then, shall select in accordance with prevalent preferences established by this Housing Authority.

Section 8 Homeownership Program
Addendum to Section 8 Administrative Plan

1. Introduction

The Section 8 Homeownership Program of the Housing Authority of the City of High Point ("HPHA") permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting a unit. The Section 8 Homeownership Program provides direct mortgage and housing expense subsidies to families who are participating in HPHA's Section 8 Homeownership Program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24 CFR Part 982.

The number of families who may receive the First Mortgage Payment Assistance is limited to the number of Section 8 vouchers assigned to HPHA.

2. Family Eligibility Requirements.

In order to be considered for participation in the Section 8 Homeownership Program, an applicant must first be admitted to HPHA's Section 8 Housing Choice Voucher Program. The requirements are as follows:

a. Income Eligible. The applicant's family income must be between 35% and 80% of area median income ("AMI"); however, with respect to eligible Relocatees of the Springfield Townhomes, now known as Spring Brook Meadows, seeking to return to the Spring Brook Meadows HOPE VI development, the income minimum will be extended down to 25% of AMI.

b. United States Citizen or a Non-Citizen Who Has Eligible Immigration Status.[1]

c. Qualify as an "Eligible Family". HUD defines an eligible family[2] as including a competent adult who is at least eighteen (18) years of age or has been declared emancipated by Court order or by virtue of North Carolina law, and satisfying one of the following conditions:

(1) A family, with or without children, that consists of two or more

[1] 24 CFR Part 5.

[2] With respect to eligible families, HPHA shall approve a live-in aide as a reasonable accommodation for a family member with a disability or to care for a family member who is at least 50 years of age. Children who are temporarily away from home, because of placement in foster care, for example, are considered family members.

persons related by blood, marriage, or operation of law (such as foster children, adopted children, and kinship arrangements), or two or more persons sharing residency whose income and resources are available to meet the family's needs, or two or more people who evidences a stable relationship over a period of time (not less than twenty-four (24) months);

(2) An elderly family whose head of household, spouse, or sole member is at least 62 years of age; two or more persons who are at 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides;[3]

(3) A near elderly family whose head of household, spouse, or sole member is at least 50 years of age but less than 62 years of age; two or more persons who are at least 50 years of age but less than 62 years of age living together; or one or more persons who are at least 50 years of age but less than 62 years of age living with one or more live-in aides;

(4) A disabled family whose head of household, spouse or sole member is a person with disabilities.[4] It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;

(5) A displaced family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws;

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[3] Live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) Is determined to be essential to the care and well-being of the persons; (2) Is not obligated for the support of the persons; and (3) Would not be living in the unit except to provide the necessary supportive services.

[4] A person with disabilities is a person who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes his or her ability to live independently; and (c) is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001.

For purposes of qualifying for low-income housing, a disabled person does not include a person whose disability is based solely on any drug or alcohol dependence. Furthermore, for purposes of reasonable accommodation and program accessibility for persons with disabilities, please refer to 24 CFR Section 8.3.

(6) The remaining member of a HPHA tenant family; or

(7) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a HPHA tenant family.

d. First-Time Homeowner. A first-time homeowner is defined as:

(1) A family in which no member who intends to be an owner, has owned or presently has any ownership interest in a residence during the three (3) years before commencement of homeownership assistance;

(2) A single parent or displaced homeowner who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

(3) A cooperative member, which is defined as a family of which one (1) or more members owns membership shares in housing owned by a corporation or association, where a member of the corporation or association has the right to reside in a particular unit and to participate in management of the housing.

(4) A family in which a family member has a disability and use of the homeownership option is necessary as a reasonable accommodation.

e. Minimum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance shall not be less than the federal minimum hourly wage multiplied by 2,000 hours or 35% of the AMI (25% for eligible Springfield Townhomes, now known as Spring Brook Meadows, Relocatees with respect to the Spring Brook Meadows HOPE VI development only) if greater. Except for an elderly family or a disabled family, HPHA must not include in annual income any welfare assistance received by the family for the purpose of meeting the minimum income requirements. However, welfare assistance shall be included when determining income eligibility for admission to the Section 8 Housing Choice Voucher Program; the amount of the family's total tenant payment (gross family contribution); and the amount of homeownership assistance payments on behalf of the family. For an elderly family or a disabled family, welfare assistance is considered annual income for purposes other than the determination of whether a family initially qualifies for homeownership assistance.

f. Maximum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance must not be more than 80% of the AMI.

g. Employment Requirements One (1) or more adult family members who will own the home at commencement of homeownership assistance is currently employed full-time, i.e. not less than an average of thirty (30) hours per week, and has been continuously employed for the previous year before HPHA begins the direct mortgage and housing expense subsidies (Section 8 homeownership assistance) on behalf of the family. HPHA shall determine whether and to what extent interruptions are considered to break continuity of employment during the year. HPHA shall count successive employment during the year, and may count self-employment in a business.

Employment requirements are not applicable to an elderly family or a disabled family. If a family other than an elderly or a disabled family includes a person with disabilities, HPHA shall grant an exemption for the employment requirement if it determines that an exemption is needed as a reasonable accommodation so that the Homeownership Program is readily accessible to, and usable by, persons with disabilities.

h. Capacity to Assume Financial Responsibilities of Homeownership. The applicant must have "capacity to assume the financial responsibilities of homeownership. HPHA considers an applicant to have the capacity to assume financial responsibility of homeownership if the applicant meets the following conditions:

(1) The applicant's projected mortgage payment (principal and interest), plus insurance, property taxes, utilities and other recurring homeownership costs not exceed the sum of 35% of adjusted income and any subsidy available for such payments;

(2) The applicant has in hand, or a savings plan has been approved by HPHA, to acquire the required Down Payment; and

(3) The applicant has an approved plan to remove debt and credit issues if such issues hinder the acquisition of the required First Mortgage.

i. No Default on a Mortgage Securing Debt to Purchase a Home.

j. Satisfactorily Complete the Pre-Assistance Homeownership Counseling Classes.

k. Current in all Lease Obligations. The applicant must be current in lease obligations for a period of six (6) months prior to purchase of a qualified unit. HPHA may provide a remedy so the applicant may cure a default.

l. Satisfactory Criminal Background Checks. The criminal background checks of all members of the household who are sixteen (16) years of age and older must be satisfactory and consistent with the Administrative Plan of HPHA.

m. Satisfactory References. The applicant must have satisfactory references from present and past landlords.

n. Family has Obtained a Contract of Sale. Requirements of the contract of sale are as follows:

(1) Specifies the price and other terms of sale;

(2) Provides that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser and approved by HPHA;

(3) Provides that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

(4) Provides that the purchaser is not obligated to pay for any necessary repairs or discrepancies;

(5) Contains a certification from the seller that he/she/it has not been debarred, suspended, or subject to a limited denial of participation in any HUD program.

o. No Outstanding Obligations. The applicant and members of the applicant's family shall have satisfied any outstanding debt owed to HPHA or any other Public Housing Authority.

3. Eligible Unit.

Section 8 homeownership assistance may be used to purchase a unit in HPHA's jurisdiction (or another jurisdiction pursuant to the portability requirements discussed in Section 10 below) that qualifies as an "eligible unit," as determined by HPHA. An eligible unit must, at a minimum, satisfy the following:

a. Be under construction or already in existence at the time HPHA determines the family is eligible to receive Section 8 homeownership assistance for that unit;

b. Be a one-unit property or a single dwelling unit in a cooperative or condominium;

c. Have a satisfactory inspection by an HPHA inspector and an independent inspector selected by the purchasing family; and

d. Satisfy the Housing Quality Standards ("HQS") inspection.

4. Family Participation Requirements.

a. General Requirements. Following admission to the Section 8 Homeownership Program, the participating family shall do the following:

(1) Supply true and accurate information that HPHA and/or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

(2) Enter into a written agreement with HPHA acknowledging that the participant and participant's family will comply with the Section 8 obligations

(3) Complete the homeownership counseling program approved by HPHA.

(4) Submit a Contract for Sale for the purchase of the home to HPHA for its approval.

(5) Submit the first mortgage documents, including but not limited to the Warranty Deed, Deed of Trust and Promissory Note, to HPHA for approval.

(6) Complete (close) the purchase of its home within six (6) weeks after contract execution or construction completion, the later thereof, unless otherwise extended by HPHA.

(7) Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

(8) Establish citizenship or eligible immigration status.[5]

(9) Disclose and verify social security numbers of family members.

(10) The family is responsible for HQS violation(s) caused by the family or a person under the family's control.

[5] Please refer to 24 CFR 5 Subpart E regarding documents required to establish citizenship or eligible immigration status and HUD's requirements regarding delay, denial or termination of assistance.

(11) The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

(12) The family shall notify HPHA prior to vacating the unit.

(13) The family shall use the unit as the family's only residence.

(14) The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

(15) The family must promptly inform HPHA if a family member vacates the unit.

(16) Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

(17) The family shall not sublease or assign the unit.

(18) The family shall supply information or certification requested by HPHA regarding absence from the unit.

(19) Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

(20) Family members shall not engage in any drug-related or violent criminal activity.

(21) The family shall comply with the terms of the First and Second Mortgages, as applicable.

(22) The family shall not transfer or sell the home to anyone other than a member of the assisted family while receiving Section 8 assistance.

(23) The family shall not obtain an ownership interest in another home while receiving Section 8 assistance.

(24) The family shall not refinance or add debt secured by the home without the prior written approval of HPHA.

5. Identifying & Purchasing Unit.

a. Identifying Unit. Upon being accepted into the Section 8 Homeownership Program, a family shall have six (6) months to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to HPHA. For good cause, HPHA may extend the family's time to locate the home for additional thirty (30) day increments. Please refer to Section 6(b)(3) below for further discussion.

(1) Rental Assistance. If the family was receiving Section 8 rental assistance prior to its acceptance into the Section 8 Homeownership Program, the family's rental assistance may continue while the family is searching for a unit to purchase pursuant to the Administrative Plan.

(2) Rental Assistance Following Termination of Search. If a family is unable to locate a unit within the time required by HPHA's Section 8 Homeownership program requirements, the family's Section 8 rental assistance shall continue unless otherwise terminated in accordance with the Administrative Plan.

b. Purchasing Unit. Once a home is located and a sales agreement, approved by HPHA, is signed by the family, the family shall complete (close) the purchase of its home within six (6) weeks after contract execution or construction completion, the later thereof, unless otherwise extended by HPHA. Please refer to Section 6(c) below for further discussion.

c. Failure to Complete Purchase. If a Section 8 participant is unable to purchase the home within the time permitted by HPHA, Section 8 rental assistance shall continue unless otherwise terminated in accordance with the Administrative Plan. The family may not re-apply for the Section 8 Homeownership Program until it has completed an additional year of participation in the Section 8 housing choice voucher program following its initial determination of their eligibility for the homeownership option.

6. Home Ownership Counseling Program.

a. General Statement. HPHA shall have individual counseling and group education for participants in the Homeownership Program consistent with HUD requirements. Individual counseling shall assist the individual participants, in determining eligibility and financing capacity, in determining the specific type of financing assistance needed for their specific condition, and in developing and implementing a plan for qualifying for and closing the home purchase. The counseling will include working with the prospective private lender. After receiving the initial application from the family, HPHA will assign a Case Manager/Counselor (collectively referred to "Case Manager") to the applicant who will carry out this function through the closing of the property sale. Thereafter, the Case Manager will periodically (at least

annually) review the family's mortgage payment and assist in resolving delinquencies or other financial problems.

At the initial meeting with a family selected to participate in the Homeownership Program, the assigned Case Manager shall provide an oral briefing with information on the specific subsidy program(s) that have been selected, how it/they work(s), and the family's responsibilities. If the family currently lives in a high poverty census tract in the HPHA's jurisdiction, the Case Manager shall discuss the advantages of moving to an area that does not have a high concentration of poor families. In addition, the Case Manager shall give the family information regarding:

(1) How HPHA determines the amount of the housing assistance payment, including the Payment Standard and the total tenant payment.

(2) HPHA subsidy standards, including when the HPHA will consider granting exceptions.

(3) HUD brochure on how to select housing.

(4) Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form. If the family claims that illegal discrimination because of race, color, religion, sex, national origin, age, family status or disability prevented the family from finding suitable housing with assistance under the program, HPHA must give the family information on how to fill out and file a housing discrimination complaint.

(5) List of parties who are prepared to help the family find a home.

(6) Accessible housing known to HPHA that may be available, if the family includes a disabled person.

(7) Family obligations.

(8) HPHA's informal hearing procedures.

In addition to the individual counseling, HPHA will sponsor classroom sessions for groups of participants. The curriculum shall be designed so that the classroom session may be completed in no more than one (1) year. The topics to be covered shall be, at a minimum, the following:

(9) Home maintenance, including care of the grounds.

(10) Budgeting and money management.

(11) Credit counseling.

(12) How to negotiate the purchase price of a home.

(13) How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing, types of subsidies available and associated qualifications and obligations.

(14) How to find a home, including information on homeownership opportunities, schools, and transportation in the HPHA jurisdiction.

(15) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas.

(16) Information on fair housing, including fair housing lending and local fair housing enforcement agencies.

(17) Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

b. Pre-Purchase/Pre-Homeownership Assistance Counseling.

(1) Eligibility Determination: HPHA's staff shall conduct an interview with each applicant to review income, employment, credit history and other information relevant to the program's eligibility criteria and defined preferences. Participants must sign a "Family Obligations Agreement" which outlines the program requirements, including both pre-purchase obligations and requirements throughout the term of homeownership assistance. If the applicant meets the basic requirements of the program, he/she will be referred to a Case Manager.

(2) Homebuyer Counseling/Education: The Case Manager shall explain the Homeownership Program as delineated in the Counseling Section of HPHA's Homeownership Program. The Case Manager shall evaluate the applicant's homeownership potential, review the credit report, and complete an initial "buying power" determination based on current lender's standards and HPHA subsidy programs. The Case Manager and the applicant will develop an action plan that outlines the steps necessary to become "mortgage ready." Depending on the specific needs and abilities of the participant, they will enroll in a pre-defined

homebuyer education course as defined in the Counseling Section of this Homeownership Program, and be assigned to a permanent Homeownership Counselor.

At a minimum, the homebuyer education course shall include the topics required by the Homeownership Program. After a loan is approved, the participants will attend a final pre-purchase counseling session which will review the specific requirements of the subsidy program, mortgage note, deed of trust, compliance agreement and other related documents. The Counselor will make monthly participant progress reports to HPHA.

(3) Home Selection: The participants are required to complete the homebuyer counseling and/or education course and become "mortgage ready" before beginning to search for a home. This requirement is intended to give participants ample time to learn from the class how to select a real estate agent and mortgage lender, details on fair housing and predatory lending and what to look for in a new home. Similarly, HPHA should assist participants in identifying the price ranges of homes they will be able to afford. Realtors shall be permitted to earn a fee that is consistent with local market standards and approved by HPHA for referring qualified buyers who purchase a home.

Periodically, as determined by HPHA, participants could be asked to submit a "Finding and Financing a Home Progress Report". HPHA will also require participants to attend regular meetings with a Case Manager to review the status of their action plans. In an effort to facilitate the home selection process, HPHA may engage local real estate professionals, educate them on the rules and parameters of the HPHA Homeownership Program and maintain a list of professionals who have received the education and/or worked with the program. Although they may not insist that certain professionals be solicited, participants might benefit greatly from this list.

c. Counseling During Home Purchase

(1) Contract Negotiation: As a participant locates a home and prepares an offer to purchase, he/she should consult the assigned Case Manager. The Case Manager should review all related documents and advise the participant throughout the contract and purchase price negotiations. The Case Manager shall review and, if appropriate, approve all contracts on behalf of HPHA. Each sales contract must include an addendum that describes the additional steps and approvals required by the Homeownership

Program. Items that must be included in the contract addendum are as follows:

(i) Sales contracts are subject to HPHA approval;

(ii) HPHA purchase approval is pending independent inspection and an HQS inspection;

(iii) Prior to purchase approval, seller must correct all HQS deficiencies;

(iv) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

(2) Loan Processing and Approval: Similar to Home Selection and Contract Negotiation described above, while participants bear the ultimate responsibility for securing financing for their homes, HPHA and/or its partners will likely play an integral role in guiding participants through the loan process. HPHA, without steering participants to certain lenders, is permitted to provide a list of lenders or loan products that are compatible with the Homeownership Program. HPHA must review and approve all loan agreements before they can be finalized.

(3) Property Inspections: Each home must pass two separate inspections: (1) an independent, professional inspection and (2) a HQS inspection. Participants are responsible for the cost of the independent inspection. HPHA shall provide the HQS inspection, as it would through its rental-housing program.

In order to protect participants from unnecessary frustration and expenses, HPHA shall conduct the HQS inspections early in the home selection process, at least prior to the independent inspections; this is intended to prevent participants from incurring costs to inspect homes that will eventually fail to meet the Program's requirements. HPHA is only required to use HQS but might find that future repair needs and other issues would be better identified with a more rigorous set of standards, which also is intended to further protect participants.

(4) Loan Closing: Once financing is secured and approved by HPHA, all inspections are conducted and required repairs completed, HPHA then approves the loan closing and the home purchase. HPHA may choose to control the timing and location of the closing and ensure that a Case Manager is present to offer

guidance and support to participants on this often overwhelming day.

d. Post-Closing Counseling.

(1) Post-Purchase Counseling: The participant is required to continue counseling in the post-purchase program. Post-purchase counseling concentrates on a review of basic home maintenance, household budgeting and loan default prevention. In addition, HPHA requires at least semi-annual review of participants during the first three (3) years of homeownership and post-purchase counseling as determined by the Case Manager. HPHA requires notification by the lender of all delinquent loan payments.

(2) On-Going Re-Certification & Property Inspections: The participant's income and employment are re-certified annually. HPHA will also adjust payment standards annually, based on changes in Fair Market Rent and other local market fluctuations. Each time a participant's income is re-certified, the subsidy may increase or decrease. Depending on the structure of the housing financing, this might affect the source of payments for the loan.

7. Property Inspection & Contract of Sale.

a. Property Inspection. Each home must pass two (2) separate inspections: (1) an independent, professional inspection and (2) a HQS inspection as a condition precedent to HPHA's approval of the purchase. Please refer to Sections 6(c)(1) and 6(c)(3) above for additional discussion regarding the property inspection requirement.

b. Contract of Sale. Prior to execution of the offer to purchase or sales agreement, the financing terms for the purchase of the property must be provided by the family to HPHA for approval. The sales agreement must provide that: (i) Sales contracts are subject to HPHA approval; (ii) HPHA purchase approval is pending independent inspection and an HQS inspection; (iii) Prior to purchase approval, seller must correct all HQS deficiencies; (iv) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

8. Financing & Affordability.

a. Sales Price. In order to maintain the value of the property to be purchased as well as that of the surrounding community, HPHA shall sell its homeownership units, including the homeownership units for the appraised value. For participants who purchase homes in the private market, the sales price shall be negotiated between the buyer and seller and shall be subject to HPHA's approval.

b. Down Payment. All families participating in the Section 8 Homeownership Program shall be required to contribute $1,000 from their own funds or

1% of the sales price, whichever is greater, to the Down Payment on the unit to be purchased.

c. First Mortgage Requirement. All eligible families shall obtain a First Mortgage from a private lender based on their income, credit, debt and other underwriting criteria established by the lender. All financing must be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards. If the First Mortgage is financed with FHA, VA or other mortgage insurance, such financing is also subject to its mortgage insurance requirements.

(1) HPHA shall review lender qualifications and the loan terms for the First Mortgage and must approve prior to authorizing assistance based on the following criteria:

(a) HPHA may disapprove proposed financing, refinancing or other debt if it determines that the debt is unaffordable. In no case shall the out of pocket housing expenses exceed the lesser of (1) 35% of the family's adjusted income as defined in 24 CFR Part 913, or (2) the maximum mortgage amount as determined by HPHA and the approved lender based on the lender's underwriting criteria.

(b) HPHA may disapprove proposed financing, refinancing or other debt if it determines that the lender or loan terms do not meet HPHA qualifications. HPHA may take into account other family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by HPHA in making its determination.

(c) HPHA shall require that financing for the purchase of a home under the Homeownership Program be provided, insured, or guaranteed by state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.

(d) The loan amount shall not exceed the appraised value less the buyer's Down Payment.

d. Second Mortgage Assistance Program In an effort to make homeownership a viable option for qualified families, the family admitted to the Section 8 Homeownership Program may also be eligible for a deferred Second Mortgage in an amount sufficient to make the unit affordable for the target market. The Second

Mortgage shall be at no interest and forgiven at a rate of 1/168 per month starting six (6) years from the date of sale. At the end of the 20th year, the balance of the Second Mortgage shall be completely forgiven. The Second Mortgage will not be repaid to HPHA unless the homeowner sells or refinances the home before the expiration of twenty (20) years. Please refer to HPHA's Homeownership Program, adopted on September 11, 2002, for a more thorough discussion of the Second Mortgage Assistance Program, including but not limited to: eligibility requirements, family obligations, refinancing, resale, etc.

e. Section 8 Homeownership Assistance. The Section 8 Homeownership Program provides direct mortgage and housing expense subsidies to families who are participating in HPHA's Section 8 Homeownership Program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24 CFR Part 982. The eligible family who has been approved and selected as a Section 8 Homeownership participant shall enter into a written agreement with HPHA that it will comply with all of the obligations of the Section 8 Homeownership Program.

(1) Monthly Payment. HPHA's monthly payment is the lower of the Payment Standard minus the total tenant payment, or the family's monthly homeownership expenses minus the total tenant payment.

(a) Payment Standard. The Payment Standard for a family is the lower of the Section 8 payment standard for the family unit size, and the Payment Standard for the size of the home. When there is a difference between the Payment Standard at the commencement of homeownership assistance for occupancy of the home, and the Payment Standard at the most recent regular re-examination of family income and composition since the commencement of homeownership assistance for occupancy of the home, the greater Payment Standard shall prevail.

The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. HPHA will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

HPHA uses the same Payment Standard schedule, Payment Standard amounts, and subsidy standards for the Section 8 Homeownership Program as that for the rental voucher program.

(b) Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by HPHA to cover:

(1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

(2) Real estate taxes and public assessments on the home;

(3) Home insurance;

(4) HPHA allowance for maintenance expenses;

(5) HPHA allowance for costs of major repairs and replacements;

(6) HPHA utility allowance for the home; and

(7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 CFR Part 8.

(c) Homeownership expenses for a cooperative member may only include amounts allowed by HPHA to cover:

(1) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

(2) Principal and interest on initial debt incurred to finance the purchase of cooperative membership shares and any refinancing of such debt;

(3) Home insurance;

(4) HPHA's allowance for maintenance expenses;

(5) HPHA's allowance for costs of major repairs and replacements;

(6) HPHA utility allowance for the home; and

(7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 CFR Part 8.

(8) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

(d) Mortgage assistance payments shall be made directly to the mortgage lender on behalf of the family. If assistance payments exceed the amount due the lender, HPHA shall pay the excess directly to the family.

(e) Mortgage assistance payments will only be provided while the family resides in the home. If the family moves out of the home, HPHA will discontinue mortgage assistance payments commencing with the month after the family moves out.

(f) Changes in Income Eligibility. A family's mortgage assistance payments may be changed in the month following annual re-certification of the household income, but participation in the Section 8 Homeownership Program

shall continue until such time as the assistance payment amounts to $0 for a period of six (6) consecutive months.

f. Compliance Lien(s).

(1) Upon purchase of a home, the family must execute documentation as required by HUD and/or HPHA, consistent with State and local law, securing HPHA's right to recapture the homeownership assistance in accordance with Section 7(d) above and Section 14 below. The lien(s) securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage, as determined by HPHA.

8. Continued Assistance Requirements.

In addition to the obligations referred to in HPHA's Homeownership Program, participants in the Section 8 Homeownership Program are required to do the following:

a. Supply true and accurate information that HPHA or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

b. Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

c. Establish citizenship or eligible immigration status.[6]

d. Disclose and verify social security numbers of family members.

e. The family is responsible for HQS violation(s) caused by the family or a person under the family's control.

f. The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

g. The family may not commit any serious or repeated violation(s) of the lease (if the family is in the lease-purchase phase if permitted by HPHA).

h. The family shall notify HPHA prior to vacating the unit.

i. The family shall use the unit as the family's only residence.

[6] Please refer to 24 CFR 5 Subpart E regarding documents required to establish citizenship or eligible immigration status and HUD's requirements regarding delay, denial or termination of assistance.

j. The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

k. The family must promptly inform HPHA if a family member vacates the unit.

l. Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

m. The family shall not sublease or assign the unit.

n. The family shall supply information or certification requested by HPHA regarding absence from the unit.

o. Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

p. Family members shall not engage in any drug-related or violent criminal activity.

q. The family shall comply with the terms of the First and Second Mortgages.

r. The family shall not transfer or sell the home to anyone other than a member of the assisted family while receiving Section 8 assistance.

s. The family shall not obtain an ownership interest in another home while receiving Section 8 assistance.

t. The family shall not refinance or add debt secured by the home without the prior written approval of HPHA.

9. Term of Assistance.

a. Maximum Term of Assistance. The maximum term of assistance is fifteen (15) years if the initial mortgage obtained to finance the purchase has a term of twenty (20) years or longer, or ten (10) years in all other cases. The maximum term shall apply to any family member who has an ownership interest during the time homeownership payments are made, or any family member who is the spouse of any member of the household who has an ownership interest during the time homeownership payments are made.

b. Exception. There is no maximum term of assistance for elderly families if the family qualifies as an elderly family at the commencement of homeownership assistance. There is also no maximum term of assistance for disabled families if, at any time during receipt of homeownership assistance, the family qualifies as a disabled family. However, if during the course of assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date assistance commenced. If the family ceases to qualify as a disabled or elderly family and is otherwise eligible to receive assistance, the family must be provided at least six (6) months of assistance after the maximum term becomes applicable.

10. Portability.

HPHA will permit portability of Section 8 homeownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 homeownership program for which the Section 8 homeownership applicant qualifies or the receiving jurisdiction authorizes HPHA to administer the homeownership assistance in its jurisdiction.

11. Move.

a. Move to new unit. A family receiving Section 8 homeownership assistance and in compliance with the requirements of the Section 8 program(s) may move to a new unit with continued tenant-based assistance in accordance either with voucher rental assistance or with voucher homeownership programs/requirements.

(1) General requirements.

(a) HPHA shall not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

(b) The family may not move more than one (1) time during a twelve (12) month period.

(c) In order to be permitted to receive continued Section 8 homeownership assistance, HPHA shall determine if the family continues to meet the requirements of the Section 8 homeownership Program. The following are not applicable to the determination process:

(1) The requirement for pre-assistance counseling; however, HPHA may require that the family complete additional counseling, before or after moving into the new eligible unit;

(2) The requirement that a family must be a first-time homeowner is not applicable.

(2) Denial. HPHA may deny permission to move with continued rental or homeownership Section 8 assistance as follows:

(a) Lack of Funding. HPHA determines that it does not have sufficient funding to provide continued assistance.

(b) Termination or Denial of Assistance. At any time HPHA may deny permission to move with continued Section 8 rental in accordance with the denial and/or termination procedures of the Section 8 Homeownership Program.

12. Denial & Termination of Assistance.

Denial of assistance for an applicant may include, but is not limited to, any or all of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to process or provide assistance under HPHA's portability procedures. Termination of assistance for a family may include, but is not limited to: refusing to enter into a HAP Contract or approve a lease, contract for purchase or First Mortgage, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

a. Except as required by Section 12(b) below, HPHA at any time *may* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family breaches the family obligations herein, the requirements of the Homeownership Program, or for reasons in accordance with HPHA policy as stated in the Administrative Plan of HPHA.

(2) Any family member has been evicted from federally assisted housing in the last five (5) years.

(3) Any family member has committed fraud, bribery, or any other criminal act in connection with any federal housing program.

(4) The family currently owes rent or other amounts to any public housing authority in connection with Section 8 or public housing assistance.

(5) The family has not reimbursed any public housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

(6) The family breaches an agreement with a public housing authority to pay amounts owed to the public housing authority.

(7) If a family participates in the Family Self-Sufficiency Program ("FSS") and fails to comply, without good cause, with the FSS contract of participation.

(8) Any family member has engaged in or threatened abusive or violent behavior toward HPHA personnel.

(9) If the family is a welfare-to-work family and willfully and persistently fails to fulfill its obligations under the welfare-to-work voucher program.

HPHA has discretion to consider the circumstances in each case. Discretionary factors that may be considered are seriousness of the case, extent of participation or culpability of individual family member(s), mitigating circumstances related to the disability of a family member, and effects of denial or termination of assistance on other family members. HPHA may require that the family members who participated in or were culpable for the action or failure no longer reside in the home in order for the other members of the family to continue receiving assistance. If the family includes a person with disabilities, HPHA's decision about such action is subject to consideration of reasonable accommodation.

If the reason to deny or terminate assistance is because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one (1) year before the date HPHA provides notice to the family of HPHA's determination to deny or terminate assistance. HPHA may not deny or terminate assistance if a family member demonstrates that he or she (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and (2) is recovering, or has recovered from such addiction and does not currently use or possess controlled substances, as required by HPHA.

HPHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the home. HPHA may deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such drug-related criminal activity or violent criminal activity, regardless of whether the family member has been arrested or convicted.

b. HPHA *shall* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family has been evicted from housing assisted under the Program.

(2) If any family member fails to sign and submit consent forms for obtaining information requested in accordance with HUD regulations.

(3) The family fails to establish citizenship or eligible immigrations status of all members.[7]

(4) HPHA must terminate homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. HPHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, HPHA must deny such permission, if:

(a) The family defaulted on an FHA-insured mortgage; and

(b) The family fails to demonstrate that:

(i) The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and

(ii) The family has moved, or will move, from the home within the period established or approved by HUD.

c. Informal Review for an Applicant. Any applicant who has been denied Section 8 Homeownership assistance must be provided written notice of the decision denying assistance which shall (1) include a brief statement of the reasons for the decision and (2) inform the applicant if he or she has a right to request an informal review, pursuant to HPHA's Administrative Plan, as may be amended from time to time, by submitting a written request to HPHA within ten (10) calendar days of the notice. The informal review must be consistent with HUD requirements.

HPHA is not required to provide an informal review for discretionary administrative determinations of HPHA, general policy issues, class grievances, or HPHA's determinations involving:

· family unit size under HPHA's subsidy standards;

· refusal to extend or suspend a voucher term;

· refusal to grant approval of tenancy;

[7] Id.

· unit selected by family is not in compliance with HQS;

· unit is not in compliance with HQS because of family size or composition.

The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR 5 Subpart E.

d. Informal Hearing for a Participant.

In the event that HPHA decides to terminate the Section 8 Homeownership assistance received by a participant pursuant to this Homeownership Program, HPHA shall promptly provide "written notice" to the participant prior to termination of assistance that states: (1) the family's or person's obligations under the program, (2) the grounds on which HPHA terminated assistance, and (3) when the family may request an informal hearing if the family disagrees with the determination, pursuant to HUD regulations, HPHA's Administrative Policy and the Homeownership Program.

For families who are participating in the Homeownership Program, an opportunity for an informal review is mandatory when:

(1) The family's annual or adjusted income and the use of such income to compute the housing assistance payment (HAP) are in question. HPHA must notify the family that the family may ask for an explanation of the basis of HPHA's determination and promptly provide the family with the written notice described above.

(2) The utility allowance for tenant-paid utilities is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(3) The family unit size under HPHA subsidy standards is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(4) A determination is made to terminate assistance because of the family's action or failure to act.[8]

(5) A determination to terminate assistance because the family's absence from the home has been longer than the maximum period permitted under HPHA policy and HUD rules.[9]

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[8] HPHA must provide the family with an opportunity for an informal hearing before it terminates assistance payments for the family under an outstanding HAP contract.
[9] Id.

When a hearing is required, HPHA must proceed with the hearing in a reasonably expeditious manner upon the family's request. Before the hearing, the family must have an opportunity to examine and copy (at the family's expense) any HPHA documents that are directly relevant to the hearing. If HPHA does not make any document available, HPHA cannot rely on such document(s) at the hearing. HPHA shall be given the opportunity to examine at its offices and copy (at HPHA's expense), before the hearing, any family documents that are directly relevant to the hearing. If the family does not make any document available, the family cannot rely on such document(s) at the hearing.

At its own expense, the family may be represented by a lawyer or other representative. HPHA may designate a Hearing Officer to conduct the hearing, other than a person who made or approved the decision under review, or a subordinate of such person. The Hearing Officer shall regulate the conduct of the hearing and issue a written decision, stating briefly the reasons for the decision. HPHA and the family must be given an opportunity to present evidence and question witnesses. Neither federal nor state rules of evidence are applicable.

HPHA is not bound by a hearing decision regarding 1) a matter in which HPHA is not required to provide an opportunity for an informal hearing, 2) a matter that is contrary to HUD regulations, or 3) a matter that is contrary to federal, state or local law. If HPHA determines that it is not bound by a hearing decision, it must promptly notify the family of the determination and HPHA's reasoning.

The process described above does not address the informal hearing provisions for the denial of assistance on the basis of ineligible immigration status. Such provisions are contained in 24 CFR Part 5.

13. <u>Administrative Fees</u>. For each month that Section 8 homeownership assistance is paid by HPHA on behalf of the family, HPHA shall be paid the ongoing administrative fee described in 24 C.F.R. §982.152(b) and 24 C.F.R. §982.639.

14. <u>Recapture</u>.

HPHA shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home as follows:

a. The recapture amount upon <u>the sale of the home</u> is the lesser of scenarios (1) and (2) below:

(1) The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

(2) The difference between the sales price and Purchase Price of the home, less costs of any capital expenditures, costs incurred by the family in the sale of the home (such as sales commission and closing costs), the amount of the difference between the sales price

and Purchase Price that is being used towards the purchase of a new home, and any amounts that have been previously recaptured.

b. The recapture amount upon the refinancing of the home is the lesser of (1) and (2) below:

(1) The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

(2) The difference between the current mortgage debt and the new mortgage debt, less costs of any capital expenditures, costs incurred by the family in the refinancing of the home (such as closing costs), and any amounts that have been previously recaptured as a result of refinancing.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

OF THE

HOUSING AUTHORITY
OF THE CITY OF HIGH POINT

ADOPTED BY
BOARD OF COMMISSIONERS
JANUARY 10, 2001
Amended October 9, 2002

SUBMITTED TO
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ON OCTOBER 15, 2002
WITH THE FY2003 ANNUAL PLAN

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT

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SECTION I. INTRODUCTION

1. MISSION STATEMENT: - To provide eligible families and individuals with adequate and affordable housing economic advancement, and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of PHA staff.
- Seek problem-solving partnerships with residents, community, and government leadership;
- Apply PHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. PURPOSE OF POLICY - The purpose of the Admissions and Continued Occupancy Policy is to establish guidelines for the Public Housing Authority (PHA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of the Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this PHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 5, and 900.

3. PRIMARY RESPONSIBILITIES OF THE HA:

A. Informing eligible families of the availability of public housing assistance;

B. Determining and posting annually the utility allowances;

C. Receiving applications from families and determining their eligibility for assistance;

D. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;

E. Approving leases;

F. Collecting rent on a monthly basis from tenants;

G. Annual re-examinations of income, family composition and re-determination of rent;

H. Authorizing and processing evictions; and

I. Ongoing maintenance and modernization of the public housing inventory.

4. OBJECTIVES: - The objectives of this policy are to:

A. Promote the overall goal of drug free, decent, safe and sanitary housing by:

- Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
- Ensuring the fiscal stability of the PHA.
- Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a

danger to PHA employees.

B. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the PHA inventory and staff.

C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

5. OUTREACH - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA Office, the staff may be available to convey essential information.

- The PHA may hold meetings with local social community agencies.
- The PHA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
- The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who because of such factors as race, ethnicity, sex, of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the PHA planned programs will be incorporated in the CHAS.

SECTION II. FAIR HOUSING POLICY

It is the policy of the Housing Authority of the City of High Point (PHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

Specifically, the PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

The PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap:

(a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

(b) Provide housing which is different from that provided others;

(c) Subject a person to segregation or disparate treatment;

(d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

(e) Treat a person differently in determining eligibility or other requirements for admission;

(f) Deny a person access to the same level of services; or

(g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

The PHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the PHA will make structural modifications to its

housing and non-housing facilities, make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

If providing a requested accommodation would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden, then the PHA need not provide that accommodation.

However, the PHA is required to provide any other accommodation that would not result in an undue financial and administrative burden or fundamental alteration of the program.

In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the PHA is not required to:

Make each of its existing facilities accessible, or make structural alternative when other methods can be demonstrated to achieve the same effect.

Make structural alterations that require the removal or altering of a load-bearing member.

Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.

Take any action that would result in a fundamental alteration in the nature of the program.

The PHA will not permit these policies to be subverted to do personal or political favors.

SECTION III. DECONCENTRATION PLAN

With respect to selection of families to lease units in the Public Housing program, selection will be in such a manner as to avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the Housing Authority and to provide for income mixing by bringing higher income tenants into lower income public housing communities and bringing lower income tenants into higher income public housing communities.

The PHA shall categorize assisted tenants in all programs by income in one of the following groups:

- Extremely Low Income Not more than 30% of the area's median income.
- Very Low Income - More than 30% but not more than 50% of the area's median income.
- Lower Income - More than 50% but not more than 80% of the area's median income.
- Over-income - More than 80% of the area's median income.

The area's median income shall be defined by HUD, adjusted for family size and is subject to periodic change.

The PHA shall categorize each applicant for assistance for all programs in the same manner as presented above.

The PHA shall utilize information from these categories and other statistical information concerning income distribution in the PHA's area of operation as may be provided from time to time by the U.S. Department of Housing and Urban Development (HUD) to develop goals designed to achieve the deconcentration and income mixing objectives stated herein and to remain consistent with income targeting distribute percentages as required by HUD.

The PHA shall review these goals periodically and make appropriate adjustments as may be needed when income distributions in the locality change.

Staff responsible for selecting tenants for public housing assistance from the waiting list shall consider income distributions within the community where the unit exists and the goals for that community prior to selecting an applicant for occupancy first, then, shall select in accordance with prevalent preferences established by this Housing Authority.

SECTION IV. ACCESSIBILITY AND PLAIN LANGUAGE

Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community center, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test.

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. The documents shall be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents will be translated into languages other than English.

Because some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodation, and lease compliance are complicated, PHA staff will help applicants and residents understand the issues involved by using examples during their verbal explanations.

At the point of initial contact the PHA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by the staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.

Some applicants will not be able to read (or to read English), so intake staff will be able to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who do not read, or understand little English may furnish an interpreter who can explain what is going on. If paid accessibility professionals are used the PHA must pay for such services.

At a minimum the PHA will prepare the following information in plain-language accessible formats:

- Marketing and informational materials
- Information about the application process
- The Application Form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The Lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (informal hearing, etc.)

SECTION V. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement that states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

VI. DEFINITIONS OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

1. ANNUAL INCOME – means all amounts, monetary or not which:

   A. Go to or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or

   B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and

   C. Which are not specifically excluded,

      (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

      (ii) The net amount, from the operation of a business or profession. Expenditures for business expansion or amortization of capital income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in internal Revenue Service regulations. Any withdrawal of case or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested in the operation by the family;

      (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in this section. Any withdrawal of case or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested by the family. Where the family has net family assets in excess of $5000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

      (iv) The amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount of prospective monthly amounts for the delayed start of a periodic amount (except as otherwise provided in this policy);

      (v) Payments in lieu of earnings such as unemployment and disability compensation, workers' compensation and severance pay (except as otherwise provided in this policy):

(vi) Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

(vii) All regular pay, special pay and allowances of a member of the armed forces (except as otherwise provided in this policy)

2. ADJUSTED FAMILY INCOME – Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

A. A deduction of $480.00 for each member of the family (other than head of household or spouse) who is:

- 17 years of age or younger or
- who is eighteen (18) years of age and a verified full-time student and is disabled or handicapped according to this Section.

B. A deduction of $400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

(1) Un-reimbursed medical expenses of any elderly family or disabled family;
(2) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care of auxiliary apparatus.

D. Childcare Expenses: Amounts anticipated to be paid by the Family for care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child are providers. The results are posted in the PHA office.

E. Earned Income of Full-Time Student: The first $480 of earned income of a full-time student.

F. Transportation Deduction: Travel expenses in the amount of $1200 per year for employment, education or training related travel.

No more than one deduction will be allowed each family. Families may qualify for the transportation deduction at their first re-examination on or after 10/01/99.

Note: If the total income less the above allowances results in a rent less than the established minimum rent, the resident's rent will be established at the PHA established minimum rent.

3. ADULT – An adult is a person who has reached his/her 18th birthday or is under 18 years of age and married (not common law), or minors that have been emancipated by court action.

   Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

4. BREAK-INS – Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports furnished by the tenant(s).

5. CHILD – A member of the family, other than the family head or spouse, who is under 18 years of age.

6. CHILDCARE EXPENSES – Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The PHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

7. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

   A. The applicant/occupant must have primary custody of the child.

   B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).

8. COMMUNITY SERVICE – Every adult member of a family residing in public housing will be required to perform eight (8) hours of community service each month, or participate in a self-sufficiency program for at least eight (8) hours every month. This requirement does not apply to elderly persons, disabled persons, persons already working, persons exempted from work requirements under state welfare to work programs, or persons receiving assistance under a state program that have not been found to be in noncompliance with such a program.

For the purposes of this policy, community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. Each adult resident of a public housing development shall be subject to the community service work requirement except individuals who are otherwise exempt. An exempt individual is:

1. 62 years of age;

2. Is a blind or disabled individual, as defined under 216(I)(1) or 1614 of the Social Security Act (42.U.S.C. 416(i)(1) 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual.

3. Is engaged in a work activity.

4. Meets the requirements for being exempt from having to engage in a work activity under the state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the HA is located, including a state-administered welfare-to-work program; or

5. Is a member of a family receiving assistance or services under a state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the Public housing Agency is located, including a state administered welfare to work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

Except for residents exempted in preceding sections (1) – (5), each adult resident of a public housing development shall:

1. Contribute 8 hours of community service (not including political activities), or
2. Participate in an economic self-sufficiency program, as defined herein, for 8 hours per month.
3. Perform 8 hours per month of combined activities as described in paragraphs 1 and 2 above.

9. <u>DEPENDENT</u> – A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student at traditional institutions and vocational training. An unborn child <u>shall not</u> be considered a dependent.

10. <u>DISABLED PERSON</u> – A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

A person with disabilities means a person whom:

(1) Has a disability as defined in 42 U.S.C. 423;

(2) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(a) Is expected to be of long-continued and indefinite duration;
(b) Substantially impedes his / her ability to live independently, and
(c) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
(d) Has a developmental disability as defined in 42 U.S.C. 6001.

(3) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
(4) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
(5) Means "individual with handicaps" as defined, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

The PHA may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may the PHA require specific details as to the disability. The PHA may not ask what the specific disability is.

11. DISABILITY ASSISTANCE EXPENSE – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

12. DISPLACED FAMILY – A family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

13. ECONOMIC SELF-SUFFICIENCY PROGRAM – Any program designed to encourage, assist train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (including a substance abuse or mental health treatment program), or other work activities.

14. ELDERLY FAMILY – A family whose head or spouse or whose sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

15. ELDERLY PERSON – A person who is at least sixty-two (62) years of age.

16. EMERGENCIES – Displacement by disaster, such as fire or flood; displacement by government action, domestic violence, displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Executive Director.

17. EXTREMELY LOW INCOME FAMILY – A family whose annual income doesn't exceed thirty percent (30%) of the median income for the area, as determined by HUD.

    At least 40% of the admissions to the Public Housing Program in each fiscal year must be extremely low-income.

18. EXCESS UTILITY CHARGES – The resident will be required to pay the cost of utilities consumed in excess of the amounts shown on the Schedule of Excess Utility Charges duly approved by the Board of Commissioners of the HPHA. (See posted charges.)

19. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS – The documents that must be submitted to evidence citizenship or eligible immigration status.

20. FAMILIAL STATUS – A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy (unit size) the same as single persons, and are only entitled to a one bedroom unit. Once the child is born and/or the custody is obtained, the family will qualify for a two-bedroom unit and authorized to transfer as outlined in the Transfer Section.

21. FAMILY – The term "Family" as used in this policy means:

    A family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation. By definition, a family must contain a competent adult of at least 18 years of age, or if under the age of 18 years has been declared emancipated by court order,

    The term family also includes: Elderly family, a family whose head or spouse or whose sole member is at least 62 years of age, disabled, or handicapped, near elderly family, disabled family, displaced person, single person who is not an elderly or disabled person, or a person with disabilities, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent, a child temporarily placed in a foster care or a student temporarily away at college, may be considered a part of the applicant family's household if they are living or will live regularly with the family.

    Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity, as defined by North Carolina law, to execute a lease.

Note

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.

22. FEDERALLY-MANDATED INCOME EXCLUSIONS

A. Value of allotment provided to an eligible household under the Food Stamp Act of 1977.

B. Payments under the Domestic Volunteer Services Act of 1973 are excluded. These programs include:
   1. VISTA – Volunteers in Service to America
   2. RSVP – Retired Senior Volunteer Program
   3. Foster Grandparents
   4. Senior Companions Programs

C. Payments or allowances made under the Department of Health and Human Services' Low-income Home Energy Assistance Program.

D. Payments received under the programs funded in whole or in part under the Job Training Partnership Act (JTPA).

E. AmeriCorps Living Allowance (this falls under JTPS).

F. Indian Settlements/Trusts –

   Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L 98-420,94 Stat.1785)

   Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians.

   The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commissions or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

G. Title IV of the Higher Education Act of 1965 – Amounts of scholarships funded under Title IV, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance.

H. Agent Orange Settlements – Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation. (M.D.L. No.382 E.D.N.Y.)

I. Childcare and Development Block Grant Act of 1990 – The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child care and Development Block Grant Act of 1990.

J. Earned Income Tax Credit Refunds

K. Title V of the Older Americans Act –

Payments under Title V are excluded. This is the Senior Community Service in Employment Program (SCSEP) funded through the Department of Labor.

This program is administered by national contractors such as:

> Green Thumb
> US Forest Services
> NCOA – National Council on Aging
> Urban League
> AARP – American Association of Retired Persons
> National Council of Senior Citizens (Sometimes called Senior Aides)
> NCBA – National Caucus for Black Aged
> National Association for The Spanish Elderly

State coordinators for Title V can provide the list of additional contractors who administer Title V.

Even if there is 90% federal and 10% local funding, 100% of the income funded through Title V is excluded.

23. FLAT RENTS – The Housing Authority of the City of high Point (HPHA) has established Flat Rents. Each year public housing families may choose to have their rent based on the Flat Rent formula.

The Housing Authority has established a flat rent for each public housing apartment in an amount that is posted in the administrative and project offices of the housing Authority. A copy of the flat rents shall be provided to any resident upon request. Flat rents will be subject to periodic change without prior notification to the residents. Families may choose to have their rent based on their income or pay the flat rent established for their dwelling. Families that have chosen to pay the flat rent shall have their income re-examined at three-year intervals. In the event the resident experiences a decrease in income and would experience a hardship, as defined in Section 4, if they were required to continue to pay the flat rent, the resident may report the change and request that their rent be changed to an income based. Unless the head of household specifies in writing, the Housing Authority will automatically switch a family from an income based rent to a flat rent and from a flat rent to an income based rent when it appears that the family would qualify and when it would result in the resident paying the lowest monthly rental amount. (Refer to Appendix 1)

24. FOSTER CHILDREN – With the prior written consent of the PHA, a foster child may reside on the premises. The factors considered by the PHA in determining whether or not consent is granted may include:

A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
B. The PHA’s obligation to make reasonable accommodation for handicapped persons.

25. FULL-TIME STUDENT – A member of a family (other than the head of household or spouse) who is carrying a subject load which is

considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

26. DISABILITY ASSISTANCE EXPENSE – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

27. HANDICAPPED INDIVIDUAL – A person having a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

    "Physical or mental impairment" includes – any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological: musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hernia and lymphatic; skin; and endocrine; or

    Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and condition as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, heart disease, diabetes, mental retardation, and illness drug addition and alcoholism.

    "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

    "Has a record of such impairment" means has a history of, or has been mis-classified as having, a mental or physical impairment that substantially limits one or more major life activities.

    "Is regarded as having an impairment" means – Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

    Has a physical or mental impairment that substantially limits one or more major activities only as a result of the attitudes of others toward such impairment; or

    Has none of the impairments defined but is treated by a recipient as having an impairment.

28. HARDSHIP (MINIMUM RENT) EXEMPTION/SUSPENSION – Financial hardship status (suspension) will be granted immediately upon request to families for a period of 90 days, pending verification of one or more of the following circumstances:

    A. The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program.

B. The family would be evicted as a result of the imposition of the minimum rent.
C. The income of the family has decreased due to changed circumstances, including loss of employment;
D. A death in the household has occurred; and
E. Other circumstances as may be determined by the U.S. Department of Housing and Urban Development or the Housing Authority has occurred.

When a family requests a hardship exception from minimum rent, the rent is suspended immediately. All suspended rent will result in an investigation to determine if the hardship will be short term or long term. Short term hardship is defined as – "at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists, but the circumstances are likely to be temporary) not more than 90 days.)" The family will be given a 90-day grace period that will result in the family not paying rent.

After the 90-day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. A reasonable repayment agreement must be offered. A long-term hardship is defined as "*at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days*." The minimum rent is suspended until the circumstances change in such a way that they no longer qualify for a hardship exemption. Long term hardship exemptions are not subject to a repayment agreement.

29. HAZARDOUS DUTY PAY – Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

30. HEAD OF HOUSEHOLD – The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

31. HOUSING QUALITY STANDARDS (HQS) – Standards for safe and habitable housing established by Department of Housing and Urban Development and the Housing Authority. The PHA will maintain public housing units in compliance with HQS standards that meet or exceed HQS.

32. IMPUTED WELFARE INCOME – The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program: or because of welfare agency sanction agency a family member for noncompliance with a welfare agency requirement to participate in an economic self sufficiency program.

A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency) plus the total amount of other annual income.

The amount of the imputed welfare income is offset by the amount of additional income a family received that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

The PHA may not include imputed welfare income in annual income if the family was not assisted resident at the time of sanction.

33. INCOME EXCLUSIONS – Annual income does not include such temporary, non-recurring or sporadic income as the following:

- Income from employment of children (including foster children) under the age of 18 years.

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

- Amounts received by the family specifically for or in reimbursement of, the cost of medical expenses for any family member.

- Income of a live-in aide.

- The full amount of student financial assistance paid directly to the student or to the educational institution.

- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

- Amounts received under training programs funded by HUD.

(a) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

(b) Amounts received by a participant in other publicly assisted programs that are specifically for or to reimbursement of out-of-pocket expenses incurred (special equipment, clothing transportation, child care, etc.), and which are made solely to allow participation in a specific program.

(c) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fore patrol, hall monitoring, lawn maintenance, and resident initiative coordination and a tenant serving as a member of the PHA's governing Board. No resident may receive more than one such stipend during the same period of time.

(d) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

- Temporary, nonrecurring or sporadic income (including gifts.)

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).

- Adoption assistance payments in excess of $480 per adopted child.

- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living a t home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

34. INCOME TARGETING – (See Section III, De-concentration Plan on Page 6)

35. INFANT – A child under the age of two years.

36. INTERIM REDETERMINAITON OF RENT – Changes of rent between admissions and reexaminations and the next succeeding reexaminations.

37. INS – The United States Immigration and Naturalization Service.

38. LIVE-IN-AIDE – A person who resides with an elderly person, a near elderly person, or a person with disabilities.

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near elderly person, or a person with disabilities.

- Is not obligated for support of the person(s).

- Would not be living in the unit except to provide supportive services. The income of a Live-in aide that meets these requirements is not included as income to the tenant family.

- Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements for live-in aide described above. They must also sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

- A live-In-Aide will be required to meet PHA's screening requirements with respect to past behavior especially:

  (a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
  (b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health safety, or welfare of other residents or staff or cause damage to the unit or the development; and
  (c) A record of eviction from housing or termination from residential programs.

- Live-In aides are not subject to Non-Citizen Rule Requirements.

A live-In-aide must be approved in advance, by the PHA and must meet the eligibility requirements for public housing occupancy. The PHA has the right to disapprove a request for a live-in aide based on eligibility criteria.

39. LOWER INCOME FAMILY – a family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.

40. MEDICAL EXPENSE – Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of annual income, are deductible from income by elderly families only.

41. MILITARY SERVICE – Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.

42. MINIMUM RENT – The minimum rent for families whose head or spouse is elderly, disabled or handicapped will be $25 per month and will remain at that level unless otherwise changed by the Board of Commissioners.

    As approved under the "Moving to Work" Program, the current minimum Rent for all other families is $100 per month.

43. MINOR – A "minor" is a person under eighteen years of age. Provided, that a person under eighteen years of age and has been declared "emancipated" by court action shall not be considered a minor. (An unborn child may not be counted a minor).

44. MIXED FAMILY – A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

45. MONTHLY ADJUST INCOME – One-twelfth of Adjusted Annual Income.

46. MONTHLY INCOME – One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.

47. NATIONAL – A person who owes permanent allegiance to the United States, for example, as a result of birth of a United States territory or possession.

48. NEAR ELDERLY – A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.

49. NET FAMILY ASSETS – Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this PHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant received important consideration not measurable in dollar terms.

50. NONCITIZEN – A person who is neither a citizen nor national of the United States.

51. OVERINCOME FAMILY – A family whose annual income is more than eighty percent (80%) of the median income for the area, as determined by HUD.

52. PERMANENT ABSENCE OF ADULT MEMBER

If the Head of Household leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated.

- Absence due to Incarceration. If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive

days. The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

- Foster Care and Absences of Children. If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

  Familial Relationships. The following verifications will always be required if applicable:

  (a) Verification of relationship: Official identification showing names
  Birth Certificates Baptismal certificates

  (b) Verification of guardianship is: Court-ordered assignment
  Affidavit of parent School records
  Verification from social service agency

- Verification of Permanent Absence of Adult Member. If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

  (a) Husband or wire institutes divorce action.
  (b) Husband or wife institutes legal separation.
  (c) Order of protection/restraining order obtained by one family member against another.
  (d) Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, of available.
  (e) Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
  (f) If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

53. PET POLICY – A resident may own or have present, a common household pet in accordance with the Pet Policy established by the Housing Authority of the City of High Point. (Refer to Appendix #2 for Pet Policy.)

54. PHASE-IN PERIOD OF NEWLY EMPLOYED INCOME

There will be a two-year phase-in period in any rent increases for a newly employed family. This phase-in applies when incomes of newly employed families, (and have been unemployed for at least one year) increases and there is a resulting increase in rent and their rental contribution. For the initial 12-month period, the family's rent will not be increased. For the second 12-month

period, the family's rent can be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase can be phased in.

Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for a maximum of twelve months for a disallowance of one hundred percent (100%) of income, and a maximum of twelve months for disallowance of fifty percent (50%) of income during the 48-month period starting from the initial exclusion.

55. PUBLIC HOUSING AUTHORITY (PHA) – Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.

56. RECERTIFICATION – Re-certification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

57. RE-EXAMINATION DATE – The date on which any rent change is effective would be effective if required as a result of the annual re-examination of eligibility rent. The re-examination date is the anniversary date of admission.

58. REMAINING MEMBER OF THE RESIDENT FAMILY – The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

The PHA will not hold remaining family members (other than head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

Any person who claims himself / herself as a remaining member shall, in the event that the PHA declares him / her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the PHA under the same provisions as those relating to tenants escrow account with the PHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The PHA does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the PHA and the person granted tenant status after the verification status.

59. RESIDENT CHOICE – Families may choose rental payments annually based on either a flat rent or the income-based rental method. Tenants may choose to pay the income-based rental payment, which does not exceed 30 percent (30%) of their adjusted monthly income.

Families choosing the flat rent have their incomes reviewed every three years. In the event a family's income decreases due to financial hardship, tenants may elect to pay an income-based rent because the higher flat rent is no longer affordable.

60. SINGLE PERSON - A person who lives alone, or intends to live alone and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.

61. SPOUSE – A spouse is the legal husband or wife of the head of the household.

62. TANF – Temporary Assistance to Needy Families.

63. TEMPORARILY ABSENT FAMILY MEMBERS – Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

64. TENANT RENT – The amount payable monthly by the Family as rent to the PHA. Where all utilities (gas, water and electricity) are supplied by the PHA, Tenant Rent equals Total Tenant Payment or minimum rent.

The monthly rent that is payable by the tenant must be paid in full, no partial payments will be accepted.

65. TOTAL ANNUAL FAMILY INCOME – Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, four the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income includes, but is not limited to, the following:

a. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses):

b. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining New Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in Income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

c. Interest dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance

for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). An allowance for depreciation is permitted only as authorized in Paragraph b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of $5,000.00, Annual Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (excluding lump sum supplemental security income (SSI) and Lump Sum Social Security Benefits (SS).

e. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen’s compensation and severance pay.

f. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with the dwelling lease.

g. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit. (See definition of “Hazardous duty pay” on Page 21.)

h. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident member other than the head, who is responsible for his support.

i. Veterans Administration compensation (Service Connected Disability or Death Benefits.)

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

Residents that receive lump-sum payments that are included as income and fall in the categories listed above, (excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SSI), must report the income to the PHA as soon as possible but no later than ten calendar days after receipt of the funds and the applicable portion of the payment

that is due as back rent is due fourteen (14) days after the PHA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy may be terminated under the terms of the PHA's lease. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the PHA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the PHA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a PHA representative.

66. TOTAL TENANT PAYMENT (TTP) – The TTP for families participating in the Public Housing Program must be the greater of:

- 30 percent (30%) of family adjusted income;
- 10 percent (10%) of family monthly income;
- $100, which is the current minimum rent set by the PHA, or the flat rent. The resident may elect the flat rent in lieu of the rent calculated in the paragraph above.

As approved under the "Moving to Work" Program the current minimum rent for all families (except elderly, disabled or handicapped) is $100 per month. This will increase for these families to $150 per month effective 01/01/2001.

67. UTILITIES – Utilities may include water, electricity, gas, other heating refrigeration and cooking, fuels, trash collection, and sewerage.

In the event the Family exceeds the utility usage allowed by the HA, the family will be charged for the excess usage.

Telephone and cable television service is not a utility.

68. VERY LOW-INCOME FAMILY – A Very Low-Income Family means a family whose annual income does not exceed fifty (50% percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, as determined by the Department of Housing and Urban Development.

69. WAGE EARNER – A person in a gainful activity who received any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowance, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

69. WELFARE ASSISTANCE – Welfare or other payments to families or individuals based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

SECTION VII. APPLICATIONS AND OTHER REQUIRED FORM

1. How to Apply – Families wishing to apply for Public Housing shall be required to complete an application and other required forms. All applications must be signed and dated by the applicant and spouse, and all adult family members, if possible.

   Applications will be accepted at 500 E. Russell Avenue, High Point, North Carolina, 27260. On Tuesdays and Thursdays from 10:00 A.M. until 4:00 P.M. (excluding holidays).

   Applications will be taken from elderly, handicapped, or disabled persons Monday – Friday from 10:00 A.M. to 4:00 P.M. (excluding holidays).

   Individuals who have a physical impairment which would prevent them from completing an application in person may call the PHA to make special arrangements to complete their application. A telecommunication device for the deaf (TDD) (336-887-2661) is available for the deaf.

   Applicants will be advised that they are required to keep the PHA advised at all times of their mailing address and the current family status.

   If an applicant claims they did not receive a letter mailed by the PHA, that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

2. Closing of Application Taking – If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 months period. Application taking may be suspended by the bedroom size, if applicable. The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for public housing units are being suspended.

   To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media.

3. Opening of Application Taking – When the PHA decides to start taking applications, the waiting list may be opened by bedroom size.

   The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the availability and nature of housing assistance for eligible families.

   The Notice must contain the following:

   A. The PHA will publish the date applications will be accepted and the location where applications can be completed.

   B. Briefly describe the Public Housing Program.

   C. State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply for the Section 8 Program, if

applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance.

(For this to be applicable the PHA must be accepting applications for Section 8 assistance.)

D. To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media.

SECTION VIII.
APPLICANT SCREENING / SELECTION CRITERIA

In cooperation with local, state, and federal law enforcement officials and court the PHA conducts extensive screening of applicants prior to providing assistance. Such screening includes: reviewing police and court records, credit payments history, and landlord references, checking with probation officers, and local social service providers. Such screening will be conducted for all household members, 16 years of age or older to ascertain past drug or criminal activity.

The Housing Authority of the City of High Point (PHA) will admit as residents to its low-rent developments, applicants who, at the time of admission, meet all of the following requirements:

(1) Who qualify as a family as defined by the PHA in this policy.

(2) Whose annual income does not exceed the applicable income limits for the admission as established by the Department of Housing and Urban Development.

(3) Whose family composition conforms to the occupancy standards that are appropriate to the vacant unit.

(4) Whose past performance in meeting financial obligations, especially rent, is satisfactory.

(5) Who have no record of the disturbance of neighbors, destruction of property, living or housekeeping habits from prior residences that would adversely affect the health, safety or welfare of other residents or the community.

(6) Who have no history of criminal activity involving crimes of physical violence to persons, property, or criminal acts that would adversely affect the health, safety or welfare of other residents of the community.

(7) Who are at least 18 years of age or older. If under the age of 18, the applicant must submit proof of emancipation.

(8) Who do not owe rent or other charges to any PHA or to any Section 8 Program. If the applicant owes any PHA money from previous occupancy (move-out balance debt), this debt must be paid prior to the applicant’s application being approved for housing.

(9) Who have not had their lease terminated by the PHA within the past three (3) year period, for reasons other than nonpayment of rent and/or other charges. After the three (3) year period has elapsed, the Executive Director or his designee will review applications prior to their approval.

(10) Who provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have a Social Security number.

(11) Who are citizens or non-citizens who have eligible immigration status in one of the following categories.

(a) A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of Immigration and Nationality Act (INA), as 1101(1)(20 and

110(a)(15), respectively (immigrants). This INA (8 U.S.C. 1160 or 1161), (Special agricultural worker) who has been granted lawful temporary resident status).

(b) A non-citizen who entered the U.S. before January 1, 1972 or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the (INA)(8 U.S.C.1259)

(c) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (9 U.S.C. 1157 (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA (8 U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion, or because of being uprooted by catastrophic national calamity;

(d) A non-citizen who is lawfully present in the U.S. as a result of an exercise or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(2)(5) parole status);

(e) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under section 2543(h) of the INA (8 U.S.C. 1253(h) threat to life or freedom; or

(f) A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255A) (amnesty granted under INA 245A)

During screening the PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

1. All applicants must demonstrate through an assessment of current and past behavior of the ability:

   (a) To pay rent and other charges as required by the lease in a timely manner;
   (b) To care for and avoid damaging the unit and common areas;
   (c) To use facilities and equipment in a reasonable way;
   (d) To create no health, or safety hazards, and to report maintenance needs,
   (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
   (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the premises;
   (g) To comply with necessary and reasonable rules and program requirements of HUD and the PHA;
   (h) To comply with health and safety codes.

2. The PHA will check the applicant's ability to comply with essential lease requirements.

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked in accordance with PHA's applicant screening. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing.

(b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- Adversely affect the physical environment or financial stability of the project;
- Violate the terms and conditions of the lease;
- Require services from PHA staff that would alter the fundamental nature of PHA's program.

(c) PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy.

(d) Payment of funds owed to any PHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. Any balance owed to any PHA for any program must be paid in full prior to the applicant being determined eligible for assistance.

(e) PHA will complete a criminal background check on all applicants including other family members 16 years of age and older.

(f) All applicants are required to attend a pre-occupancy interview.

(g) PHA's examination of relevant information regarding past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent.
- A record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living, or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- A history of criminal activity on the part of any family member involving crimes of physical violence to persons or property, and other criminal acts including drug-related criminal activity which would adversely

affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.

- A record of eviction from housing (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of PHA's lease.
- An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowance, family composition or rent will result in rejection.
- Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either along, or with assistance which they can demonstrate that they have, or will have at the time for admission. Availability of assistance is subject to verification by the PHA.

3. Screening applicants who claim mitigating circumstances.

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verified.

(b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate both:

- The reason for the unsuitable rental history and/or behavior;
- That the reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

(c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, PHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquires will be limited to the information necessary to verify the mitigating circumstance or, in the case of a person with disabilities to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include:

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in social service or other appropriate counseling service.
- Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all the screening requirements; and
- The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears on the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

- Eligibility of the applicant as a family;
- Eligibility of the applicant with respect to income limits for admission;
- Eligibility of the applicant with respect to citizenship;
- Unit size required for the family:
- Preference category (if any) to which the family is entitled;
- Qualification of the applicant with respect to the Applicant Selection Criteria.

(b) Families determined to be qualified will be notified by the PHA of the approximate date of occupancy insofar as that date can be reasonably determined. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such turnover rate, and market demands as they affect bedroom sizes and project location.

(c) Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes ll the verification and appeals processes to which they are entitled under both INS and PHA procedures.

(d) PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

(e) Applicants determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting shall be submitted either orally or in writing and received by the PHA within the time frame established by the PHA for the meeting.

SECTION IX. GROUNDS FOR DENIAL OF ADMISSION

1. The PHA is not required nor obligated to assist families who:

   A. Owe rent, other amounts, or judgements to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

NOTE

Applicants that owe a PHA or any other federally subsidized program funds will be ineligible. Applicants must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a PHA that has been discharged by bankruptcy shall not be considered in making this determination.

   B. Have previously been evicted from public housing.

   C. Committed acts that would constitute fraud in connection with any federally assisted housing program.

   D. Did not provide information required within the time frame specified during the application process.

   E. Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration program.

   F. Has a record of not meeting financial obligations, especially rent.

   G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other tenants.

   H. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of residents.

   I. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresenting of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event that misrepresentation is discovered after admission, the lease may be terminated for such misrepresentation.

   J. The applicant and all adults must sign a release allowing the PHA to request a copy of a police report from the Police Department or other Law Enforcement Agencies. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used.

K. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.

L. If the PHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The PHA may waive this requirement if:

- The person demonstrates to the PHA's satisfaction that the person is not longer engaging a drug-related criminal activity or abuse of alcohol;
- Has successfully completed a supervised drug or alcohol rehabilitation program;
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

NOTE

The above list is not intended to be all inclusive, Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial ability of the project if the applicant were admitted to the project.

1. If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal or in writing) with the PHA. The applicant may bring any person he/she wishes to represent them at the informal meeting.

2. As a general rule applicants will be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

   A. Denied admission for one (1) or three (3) years for the following:

   - Past rental record – 3 years
   - Bad rent paying habits – 3 years
   - Bad housekeeping habits, in and outside the unit – 1 year
   - Damages – 3 years
   - Disturbances – 1 year
   - Live-ins – 1 year

- Persons evicted from Public Housing, Indian Housing, Section 8, or Section 23 Programs because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year (3) period beginning on the date of such eviction.

- The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.

B. Denied admission for five (5) years for the following:

- Fraud (giving false information on the application is considered fraud).

- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.

- Drug use without evidence of rehabilitation.

- Conviction for Drug Trafficking. Admission to be denied for a period of five (5) years from the date of conviction.

C. Denied admission for life to any household that includes any individual who is subject to lifetime registration requirement under a State Sex Offender Registration Program.

D. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the Public Housing Project. 'Premises' is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

NOTE

As noted above these frames are only guidelines and the PHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants, or may admit persons who exhibit evidence of rehabilitation.

SECTION X. OCCUPANCY GUIDELINES

It is the PHA's policy that families of the appropriate size should occupy the units. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit.

Occupancy Guidelines Chart		
No. of Bedrooms	Min. Persons / Unit	Max. Persons / Unit
OBR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10
6BR	6	12

Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or his designee. Further, the PHA has the right to permit families exceeding the maximums shown above to occupy units when they request such occupancy, and when PHA determines that the unit in question is large enough.

Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

Dwelling units will be assigned so that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.

(b) For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.

(c) Two children of opposite six will not be required to share a bedroom <u>except at the request of the family</u>.

(d) The living room will not be used as a bedroom <u>except at the request of the family</u>.

(e) A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children over the age of 3.

IMPORTANT: The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sub-lists maintained by the PHA.

Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy until their family size or circumstances change.

SECTION XI. TENANT SELECTION AND ASSIGNMENT PLAN

A. Organization of the Waiting List

It is the PHA's policy that each applicant shall be assigned his/her appropriate place on a single city-wide list in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference. Preference factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1974 and Title VII of the Civil Rights Act of 1968 and HUD regulations and requirements pursuant thereto. Exceptions to single city-wide waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The primary goals of this plan is to:

1. Prohibit the concentration of low-income families in public housing.
2. Income targeting.
3. To ensure that each applicant shall be assigned his/her appropriate place on a single wide list in sequence based upon date and time that the application is received, suitable type of size of unit, and factors affecting preference. The preference factors are established in this policy in accordance with HUD regulations and requirements pursuant thereto. Exceptions to single city-wide waiting lists will be permitted only to comply with court orders. Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The Housing Authority of the City of High Point (PHA) may not concentrate very low-income families in public housing units in certain public housing projects or certain buildings within projects. The PHA will submit with its annual PHA plan and Admissions Policy designed to provide for de-concentration of poverty and income-mixing by bringing higher income tenant into lower income projects and lower income tenants into higher income projects. The PHA may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes and provide for occupancy of eligible families having higher income. The skipping of a family on the waiting list to reach another family to implement de-concentration will be utilized as permitted by HUD.

Not less than 40% of new families will have incomes at or below 30% of the area median income.

Other admissions will be at or below 80% of the area median income.

Fundability will be allowed only to the extent that relatively higher income families move into public housing units in census tracts having a poverty rate of at least 30%.

B. Method of Applicant Selection

The PHA will first match the characteristics of the applicant to the unit available, including any priorities for admission r3quired for designated or mixed population housing. Applicable local preferences

as described in this policy will then be used to determine the order of selection from the waiting list. Further, in the selection of a family for a unit with accessible features the PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is Plan " B". Under this plan each qualified applicant first in sequence on the waiting list is made three offers of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the waiting list ("unless the refusal was for good cause").

Selection will be in such a manner as:

(a) To avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the PHA.
(b) To preclude admission of applicants who habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment.
(c) To maintain a resident body in each development composed of families with a broad range of incomes and rent paying ability which is generally representative of the range of incomes of the low income families in the PHA's area of operation.
(d) To give preference to applicants who are otherwise eligible for assistance and who at the time they apply for housing assistance, are living within the jurisdiction of High Point, NC.
(e) To achieve both the goals of reducing poverty and income mixing in public housing the PHA will skip over certain applicants on the waiting list based on income to achieve the required percentage of the extremely low-income families.
(f) Residency preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

C. Order of Applicant Selection

The order of selection listed below is to be applied within the ranges of Income/Rent adopted by the HA:

First Preference:

Families who reside inside or whose head of household or spouse is employed or have been hired to work within the corporate limits of the City of High Point. This also includes graduates and/or participants in, education and training programs, provided the education or training program is designed to prepare individuals for the job market within the jurisdiction of High Point, NC. These families shall be ranked in accordance with the following criteria.

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Second Preference:

Families who do not reside inside the corporate limits of the City of High Point. These families shall be ranked in accordance with the following criteria.

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Applicants will be selected by date and time of application for both first and second preference and within each ranked category shown..

D. <u>Acceptance/Refusal of offer</u>

The applicant must accept the vacancy offered within ten (10) working days of the date the offer is communicated by mail, or be dropped to the bottom of the waiting list (unless the rejection is for "good cause").

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the PHA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship. Or handicap not

related to consideration of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the waiting list.

Examples of good cause for the refusal of housing include, but are not limited to:

(1) Inaccessibility to source of employment or children's day care such that adult household member must quit a job, drop out of an educational institution or job training program;

(2) The family demonstrates to PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining order, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.

(3) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;

(4) The unit is inappropriate for the applicant's disabilities;

(5) An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to PHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list.

The PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

(1) First, to a current occupant of another unit of the same development under the PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from an un-adapted unit to the vacant accessible/adapted unit).
(2) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident, or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

SECTION XII.
LEASING AND OCCUPANCY OF DWELLING UNITS

It is the PHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations.

Prior to making an offer for a unit the file for the applicant next on the waiting list will be reviewed by a staff member to determine the final approval.

Applicant folders will be processed at the PHA office. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made by public housing staff.

Offers will be made in writing only after final approval by the site manager.

Once the unit is shown and the applicant accepts the unit, public housing staff will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained. The public housing staff will make a "good cause" determination.

Changes in family composition, income, or status between annual re-examinations will be processed centrally. PHA staff shall work with central office to forward necessary information and coordinate this activity with the applicant or resident family. Staff shall not lease units to families whose occupancy will create an over or under housed situation.

The lease shall be signed by the head, spouse, and all adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of PHA, prior to actual admission.

If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.

If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

(1) A new lease agreement will be executed, or
(2) A Notice of rent Adjustment will be executed, or
(3) Any appropriate riders will be prepared and made a part of the existing lease, or any appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority.

Only those persons listed on the lease shall be permitted to occupy a dwelling unit. Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the PHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member, or who are added through a kinship care arrangement are exempt from the

pre-admission screening process. The exemption age specified in this paragraph is subject to change should the state or locality modify its laws concerning the availability of police or court records for juvenile offenders.

Examples of situations where the addition of a family member is subject to screening are:

(1) Resident plans to be married and files a request to add the new spouse to the lease.

(2) Resident is awarded custody of a child over the age for which juvenile justice records are available;

(3) Resident desires to add a new family member to the lease, employ a live-in-aide, or take in a foster child(ren);

(4) A unit is occupied by a remaining family member(s) under the age of 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify the PHA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. The PHA will consider such persons unauthorized occupants and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit, provided they are reported to the Manager within 72 hours of their arrival or prior thereto. The manager may authorize visits not exceeding 30 calendar days. Visits of more than 30 calendar days shall not be authorized. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.

Residents must advise the PHA if they will be absent from the unit for more than 14 days. Residents are required to notify the manager and make arrangements to secure the unit and provide a means for the PHA to contact the resident in the event of an emergency.

SECTION XIII. RESIDENT TRANSFERS

It is the PHA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents will be transferred to accommodate a disability.

Emergency transfers are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by the PHA. Emergency transfers within sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.

Transfers are permitted to remove residents who are: Witnesses to crimes and may face reprisals (as documented by a law enforcement agency), Provide housing options to residents who are victims of hate crimes or extreme harassment, Alleviate verified medical problems of a serious nature, Permit modernization of units, or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The resident will provide the manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Medical transfers may also be initiated by the PHA, such as moving a person with mobility problems to a unit with accessible features.

Transfers within sites may be made to correct occupancy standards (over/under housed condition), and to address situations such as neighbor disputes that tare not criminal, but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Residents in an over/under housed status will be advised in their 30 day "Notice of Results of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list.

When a head of household, originally housed in a bedroom by him/herself, has a child, the child shall remain in the parent's bedroom until it is three (3) years of age. After the age of three (3) a transfer may be recommended. Exceptions: Spouse returns to the unit, marriage takes place, or family decides to remain in the unit and the PHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, the PHA's prior approval of additions to the household is required).

Split family transfers will be processed under administrative transfers. Families that split into two (2) "new" households maybe transferred to two (2) different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits the PHA.

The Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

Transfers must be approved by the Executive Director or designee.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in the removal of the household from the transfer list. The good cause standards applicable to new admissions shall apply to transfers.

SECTION XIV. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS, & REMAINING FAMILY MEMBERS

A. Eligibility for Continued

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy. (For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18).
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 or older, each have Social Security numbers, or have certifications on file indicating they have no Social Security number.
4. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required.

B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than head or spouse responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

2. Remaining family members under the age of 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Re-Examination

1. Regular re-examinations. The PHA shall at least once a year, re-examine the incomes of all resident families whose rent has been computed by the income-based rental method. The effective date of the annual re-examination shall be the anniversary date of admission.

2. Special Re-Examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Zero Income. Persons reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be

asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

4. Flat rent re-examinations. Re-examinations of income will be conducted every three (3) years for the families who have chosen to have their rent based on the flat rent method.

   Re-examinations of the family composition will be conducted at least annually.

   In the event a family's income decreases due to financial hardship, the family may elect to pay an income-based rent because the higher flat rent is no longer affordable.

5. Re-examination Procedures

   (a) At the time of re-examination, the head of household will be required to sign a Re-examination Data Sheet and other forms as required by HUD.
   (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. Income verifications must be current. (Within the past 120 days).
   (c) Verified information will be analyzed and a determination made with respect to:

      - Eligibility of the resident as a family or as the remaining member of a family;
      - Unit size required for the family;
      - Rent the family should pay.

   (d) Income shall be computed in accordance with the definitions and procedures set forth in this policy.
   (e) Families failing to respond to the initial re-examination appointment will be issued a final appointment. Failure to respond to the final request will result in the family being sent a notice of lease violation. Failure to comply will result in termination of the lease.

6. Action Following Re-examination

   (a) A Notice of Rent Adjustment will be issued.

   (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

   (c) The PHA shall not commence eviction proceedings or refuse to renew a lease, based upon the income of the resident family unless:

      (1) It has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent

not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or

(2) It is required to do so by local law.

Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in this policy.

SECTION XV. INTERIM RENT ADJUSTMENT / MINIMUM RENT

A. Minimum Rent

A family must pay the greater of thirty percent (30%) of monthly adjusted income, ten percent (10%) of monthly income, or the minimum rent of $100. (Families whose head or spouse is elderly, disabled or handicapped will pay $25 and will remain at that level unless this is changed by the Board of Commissioners).

As approved under the "Moving To Work" Program, the minimum rent for all other families is currently $100 per month.

B. Rent Adjustment

1. Residents must report all changes in family composition, status, or income to the housing specialist within ten (10) calendar days of the occurrence. Failure to report within ten calendar days may result in a retroactive rent charge.

2. Not all changes in family income between re-examinations will result in a rent change. The PHA will process interim changes in rent in the following cases:

3. The family must promptly furnish to the PHA any letter or other notice furnished by HUD to a member of the family providing information concerning the amount or verification of family income.

   The PHA will verify the accuracy of the income formation received from the family and change the amount of the total tenant payment, tenant rent, or terminate assistance, as appropriate based on such information.

   - It is necessary to correct any error made by a previous rent determination.
   - A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
   - The Resident or any member of the Resident's family not previously employed, becomes employed.
   - When a new member is added to the family composition, and has income.
   - The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TAMF, Work First, Social Security Benefits, SSI, Unemployed Benefits, etc., begins to receive such benefits.

     The Resident must report his or her, or any member of the Resident's family newly acquired government assistance referred to above, to the HA within 10 days of the date of receiving such benefits.

   - The family size of the Resident increase or decreases:

All income of any family member who is added to the household shall be reported within 10 calendar days of the addition.

C. Interim Adjustments

Interim adjustments in rent shall become effective as follows:

(1) Increases in rent shall become effective as follows:

- On the first day of the second month following the increase in family income.
- On the first day of the month following the correction of an error made at a previous rent determination.

(2) Decreases in rent shall become effective:

- On the first day of the month following the reporting of a decrease in family income.
- On the first day of the month following the reporting of a change in family size.
- On the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive back to the time the rent began to be incorrectly charged.

D. Failure to Report Accurate Information

If it is found the resident has misrepresented, or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease.

SECTION XVI. LEASE TERMINATION PROCEDURES

All lease terminations and evictions will be processed in accordance with the PHA's current dwelling lease and Grievance Procedure. The PHA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. (Refer to Appendix #1 for Dwelling Lease)

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the PHA may terminate a lease for reasons that are not specifically listed in the dwelling lease. (Refer to Appendix #4 for Trespassing Policy.)

SECTION XVII. COMPLAINTS AND GRIEVANCE PROCEDURE

Complaints and grievance Procedures shall be accomplished in accordance with the PHA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. (Refer to Appendix #3 for Grievance Procedure.)

SECTION XVIII. NOTICE REQUIREMENTS

No resident shall be given a Notice of Termination (30-day notice) without being told by the PHA in writing the reason for termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity on or off the premises.

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by mail.

SECTION XIX. RECORD KEEPING REQUIREMENTS

A written record of every termination and/or eviction shall be maintained by the PHA, and shall contain the following information:

1. Name or resident, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;

3. Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;

4. Date and method of notifying resident;

5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

SECTION XX. EXCESS UTILITY CHARGES

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in this unit, or the family usage of the utilities over the allowance established by the PHA. (This does not apply to the elderly).

SECTION XXI. ONE STRIKE POLICY

Purpose

All federally assisted housing units are intended to provide safe and decent place for eligible families to live, free of violent criminal activity and the illegal sale and use of drugs, alcohol and related activity. It is the intention of the Housing Authority of the City of High Point to fully endorse and implement a policy that is designed to:

1. Keep our program participants free from threats to their family and safe from violent criminal activity;
2. Help create and maintain a safe, alcohol and drug-free environment.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Administration

1. All screening and evicting procedures shall be administered fairly and in such a way so as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally protected groups, and not to violate ones right to privacy.
2. To the maximum extent possible, and permissible by law, the PHA will involve other community and governmental entities, in the promotion and enforcement of this policy.
3. This policy is posted on the PHA's bulletin board and with copies made readily available to residents and participants upon request.

Screening of Applicants

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to health, safety or the right to peaceful enjoyment of the premises by other residents, and as required by the Notice 96-27, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.

Such a screening will apply to any member of the household who is 18 years of age or older or who is an emancipated minor.

HUD Definitions

Drug related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug related criminal activity means on or off the premises, not just on or near the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of

physical force against a person or property, and the activity is being engaged in by any family member.

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three (3) months.

“Engaged in or engaging in” violent criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant’s knowledge of the behavior shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by the evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug Related Activity: Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been arrested / convicted / evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the certification interview.

Participants will be terminated who have been arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

Applicants will be denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed” on the premises of the Public Housing Community.

Admission will be denied for life to any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.,
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

ADMINISTRATIVE PLAN

FOR THE

SECTION 8
HOUSING CHOICE VOUCHER PROGRAM

THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT
P. O. Box 1779
High Point, North Carolina 27261

Approved by the Board of Commissioners
January 10, 2001
Amended October 9, 2002

Submitted to U.S. Department of Housing & Urban Development
October 15, 2002 with the 2003 Annual Plan

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SECTION 8 HOMEOWNERSHIP PROGRAM
ADDENDUM TO SECTION 8 ADMINSTRATIVE PLAN

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher, is described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

A. LOCAL OBJECTIVES

The Section 8 Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

2. To prompt freedom of housing choice and spatial de-concentration of very low-income families of all races and ethnic backgrounds.

3. To provide an incentive to private property owners to rent to very low-income families by offering timely assistance payments.

In addition, the HA has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.

2. To encourage self-sufficiency of participant families.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

C. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family, or marital status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Housing Choice Voucher program holders regarding “discrimination” and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Housing Choice Voucher holder’s briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA’s facilities are inaccessible to or unusable by persons with disabilities.

The HA’s Central office, 500 E. Russell Ave., High Point, NC is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number, 336-887-2661.

D. SERVICE POLICY /ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All HA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The Housing Authority utilizes organizations which provide assistance to hearing- and sight-impaired persons when needed.

E. TRANSLATIONS OF DOCUMENTS

If there is a need for documents to be translated for non-English speaking families, the HA will contract with an outside agency to provide the service.

F. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. HA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

G. OWNER OUTREACH

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The HA maintains a list of interested landlords/list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they will be compiled by the HA staff by bedroom size.

The Housing Authority encourages suburban property owners to participate in the Section 8 Program.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

The HA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address.

A statement of the HA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All participant files will be stored in a secure location that is only accessible by authorized staff.

No participant information will be discussed with any outside agency or individual unless the HA has received the properly signed Authorization form.

I. EQUAL EMPLOYMENT OPPORTUNITY

The HA practices affirmative action in hiring, promotion and conditions of employment.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the HA’s local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

K. JURISDICTION

The jurisdiction of the HA is the city of High Point, North Carolina.

L. MONITORING PROGRAM PERFORMANCE

Reports will be maintained for:

- Monitoring funding availability, to ensure the HA is at maximum lease up but not overleased.
- Tracking outstanding Housing Choice Vouchers for expiration.
- Timeliness of annual activities.
- Numbers of failed inspections and abatements.
- Claim payments made.
- Number and reason for moves and terminations of assistance.
- Number of new Housing Choice Vouchers issued.
- Repayment of amounts owed the HA.

In order to ensure quality control, supervisory staff audit the following functions:

[10%] of reexaminations
[10%] of new applications
[5%] of the HQS inspections completed by each inspector
[10%] of claims processed

M. EXPENDITURES FROM ADMINISTRATIVE FEE RESERVE

The Board of Commissioners has established $10,000 maximum amount that may be expended from the Administrative Earned Fee Reserve without prior Board of Commissioners approval.

N. TERMINOLOGY

The Housing Authority of the City of High Point is referred to as “HA” or “Housing Authority” throughout this document.

“Family” is used interchangeably with “Applicant” or “Participant” and can refer to a single person family.

“Tenant” is used to refer to participants in terms of their relation to landlords.

“Landlord” and “owner” are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“New Rule” refers to the HUD Occupancy Regulations effective 10/2/95. “Old Rule” refers to the Regulations that were superseded on that date.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 program is known as the Housing Choice Voucher Program.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the HA.

“Failure to Provide” refers to all requirements in the first Family Obligation. See Chapter 15, “Denial or Termination of Assistance.”

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HA.

The HUD eligibility criteria are:

An applicant must be a "family"
An applicant must be within the appropriate Income Limits
An applicant must furnish Social Security Numbers
An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will be verified before the family is selected from the waiting list for issuance of a Housing Choice Voucher.

Eligibility factors will be verified before the family is placed on the program.

A. FAMILY COMPOSITION

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains

to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A single person may be:
An elderly person
A displaced person
A person with a disability
Any "other single" person

Head of Household

The head of household is the adult member of the household who designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.
For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Live-In Attendants

A Family may include a live-in aide provided that such live-in aide:

Is determined by the HA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

2. Live-in aides are not subject to Non-Citizen Rule Requirements.

3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification must include the hours the care will be provided.

At any time, the HA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

(1)The person commits fraud, bribery, or any other corrupt or criminal act about any federal housing program.

(2) The person commits drug-related criminal activity or violent criminal activity; or

(3) The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Housing Choice Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

B. INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be:

A extreme-low income family (Less than 30% of AMFI, 75% of all new admissions must fall into this category); or

A very-low income family (30% or more of AMFI, but less than 50 of AMFI); or

A low-income family (50% or more of AMFI, but less than 80% of AMFI) in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of Housing Choice Voucher. Programs include public housing, all Section 8 programs, all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

A low-income family displaced as a result of the repayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

To determine if the family is income-eligible, the HA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction HAs: The applicable income limit to be used at initial issuance of a Housing Choice Voucher is the income limit of the HA.

Multi-jurisdictional HAs: The applicable income limit used for initial issuance of a Housing Choice Voucher is the highest income limit with the HA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

Participant families who exercise portability and request or require a change in their form of assistance must be within the

low income limit of the receiving HA if they are to receive the alternate form of assistance.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. OTHER CRITERIA FOR ADMISSION

The HA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

1. The Family must not have violated any family obligation or lease during a previous participation in the Section 8 program or Public Housing in the past three years.

   When the HA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

   An exception may be granted by the HA if the family member who violated the family obligation is not a current member of the household on the application.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

3. A family must have paid any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program.

   At the time of initial application, the family must pay any such debt in full in order to be placed on the waiting list.

4. No member of the family may have engaged in drug related or violent criminal activity in the past three years.

   The HA will check criminal history for all adults and family members 16 years of age or older in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

   Verification of any past activity will be done at final eligibility and will include a check of conviction records.

5. No family member may have been evicted from public housing for any reason during the last three years.

6. No family member may have engaged in or threatened abusive or violent behavior toward HA personnel.

F. SUITABILITY OF FAMILY

The HA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

The HA will advise families how to file a complaint if they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint. The HA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a Housing Choice Voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. HOW TO APPLY

Families who wish to apply for any of the HA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a preapplication). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a certificate or Housing Choice Voucher.

B. OPENING/CLOSING OF APPLICATION TAKING

The HA will utilize the following procedures for opening the waiting list.

When the HA opens the waiting list, the HA will advertise through public notice in the newspapers, and media entities, advising of the location(s), and program(s) for which applications are being accepted.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for Section 8.

Limitations, if any, on whom may apply.

The notices will be made in an accessible format if requested. They will

provide potential applicants with information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline.

When Application Taking Is Suspended

The HA may suspend the acceptance of applications if there are enough local preference holders to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Any time that there are not enough applicants who claim a local preference, the HA may reopen the list only to applicants who claim a local preference.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The HA will give at least two week's notice before closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by:

Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

Limits on Who May Apply

When the waiting list is open, Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the HA may only accept applications from:

Any family claiming a local preference.

When the application is submitted to the HA:

It establishes the family's date and time of application for placement order on the waiting list.

C. "INITIAL" APPLICATION PROCEDURES

The HA will utilize an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person. Translations will be provided for non-English speaking applicants.

The purpose of the application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preapplication will contain questions designed to obtain the following information:

Names of adult members and age of all members

Sex and relationship of all members

Street Address and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Convictions for Drug Related or Violent Criminal Activity

Previous address

Current and previous landlords names and addresses

Emergency contact person and address

Program integrity questions regarding previous participation in HUD programs

Duplicate applications will not be accepted. Ineligible families will not be placed on the waiting list.

Applications will require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the HA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, “Complaints and Appeals”

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be eligible, they will be notified in writing. The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and additional funding.

This written notification of preliminary eligibility will be:

Mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an

accommodation. See Chapter 19, “Complaints and Appeals.”

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

Based on the HA’s turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility “pool.” Selection from the pool will be based on waiting list sequence/completion of verification.

F. COMPLETION OF A FULL APPLICATION

All Local Preferences claimed on the pre-application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to issuance of a Housing Choice Voucher.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

After the preference is verified, when the HA is ready to select applicants, applicants will be required to:

> Participate in an application interview with a HA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The HA interviewer will complete the Personal Declaration Form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Requirement to Attend Interview

The HA utilizes the interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HA services or programs which may be available.

All adult family members are required to attend the interview.

Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 of days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HA, their application will be denied unless they can provide acceptable documentation to the HA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the HA, the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of Housing Choice Voucher issuance.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

G. SELECTION OF A HOUSING CHOICE VOUCHER

The HA provides an explanation of the Housing Choice Voucher program orally.

The family must decide on the Housing Choice Voucher assistance within 10 days of the notification.

If the applicant refuse the assistance offered, they will be rejected and their names removed from the waiting list. (See Chapter 19, “Complaints and Appeals”)

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, a briefing will be scheduled for the issuance of a Housing Choice Voucher and the family’s orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for the local preferences and explains the HA's system of applying them. By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. APPLICATION POOL

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. All applicants in the pool will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD, and a minimum of 75 percent of new admissions must be for "Extreme Low" families, whose incomes do not exceed 30 percent of the area median income Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

Special Admissions

Applicants who are admitted under Special Admissions rather than from the waiting list are identified by codes on the waiting list.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes and are not maintained on separate waiting lists.

B. WAITING LIST PREFERENCES

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.
The HA may grant an exception to such a family only for professionally documented cases (i.e. case worker statements, parole officer statements, court agreements).

C. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a local Preference may be made based on:

An applicant's certification that they qualify for a preference will be accepted without verification. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

The HA will reverify a preference claim, if the HA feels that family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the local preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

D. LOCAL PREFERENCES

Families who reside inside or whose head of household or spouse is employed or have been hired to work within the corporate limits of the City of High Point. This also includes graduates and/or participants in, education and training programs, provided the education or training program is designed to prepare individuals for the job market within the jurisdiction of High Point, NC. These families shall be ranked in accordance with the following criteria.

E. RANKING PREFERENCES

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Second Preference:

Families who do not reside inside the corporate limits of the City of High Point. These families shall be ranked in accordance with the following criteria.

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Applicants will be selected by date and time of application for both first and second preference and within each ranked category shown..

F. EXCEPTIONS FOR SPECIAL ADMISSIONS

If HUD awards a HA program funding that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;

2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

5. A non-purchasing family residing in a HOPE 2 project.

G. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The HA has the following “Targeted” Programs:

Family Unification
Mobile Impaired

H. PREFERENCE ELIGIBILITY

Change in Circumstances

Changes in an applicant’s circumstances while on the waiting list may affect the family’s entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

The exception to this is if, at the time the family applied, the waiting list was only open to families who claimed the local preference which they initially claimed. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

Cross-Listing of Public Housing and Section 8

The HA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the HA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the HA must offer to place the family on the public housing waiting list.

The HA will merge its waiting lists for the Housing Choice Voucher programs with the Section 8 Moderate Rehabilitation program.

I. ORDER OF SELECTION

Local Preferences

First Preference: These applicants will be selected first and ranked in the following order:

(1) Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C., in the following order:

(i) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Second Preference: These applicants will be selected after the First Preference applicants and ranked in the following order:

(2) Families who do not reside or work in the jurisdiction of High Point, N.C. in the following order:

(i) Families that have been determined to be emergencies as defined. Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Within each preference category above, applicants will be selected by date and time of application.

Under the singles rule, elderly and disabled families (families consisting of no more than two persons) and displaced singles will always be selected before other singles without regard to preference status.

J. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HA will:

Mail a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference claim and mail third party verifications as applicable.

K. PREFERENCE DENIAL

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting/a review. If the preference denial is upheld as a result of the meeting or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.
If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

I. REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from the HA, the applicant will be sent written notification and given 10 days to contact the HA. If they fail to respond within 10 days they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a

disability. If a letter is returned by the post office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement without sufficient documentation.

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

The HA allows a grace period of 30 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination Housing Choice Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Housing Choice Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the Housing Choice Voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Housing Choice Voucher.

A. DETERMINING HOUSING CHOICE VOUCHER SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The HA's subsidy standards for determining Housing Choice Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Housing Choice Voucher, not the family's actual living arrangements.

The unit size on the Housing Choice Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.

Separate bedrooms should be allocated for persons of the opposite sex over the age of three (other than adults who have a spousal relationship).

Foster children will be included in determining unit size only if they will be in the unit for more than 3 months.

Live-in attendants will generally be provided a separate bedroom.

No additional bedrooms are provided for the attendants' family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Adults of different generations will have separate bedrooms.

Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING HOUSING CHOICE VOUCHER SIZE

Housing Choice Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. CHANGES IN HOUSING CHOICE VOUCHER SIZE

Changes for Applicants

The Housing Choice Voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the Housing Choice Voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized Housing Choice Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

HA shall grant exceptions from the standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason

Elderly persons or Persons with disabilities who may require a live-in attendant

Requests based on health related reasons must be verified by a doctor/medical professional.

If the HA errs in the bedroom size designation, the family will be issued a Housing Choice Voucher of the appropriate size so that the family is not penalized.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within 10 days.

Requests for Exception to Subsidy Standards for Participants

The HA will grant an exception upon request as an accommodation for persons with disabilities.

The family may request a larger sized Housing Choice Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

When a change in family composition requires the issuance of another size Housing Choice Voucher and funds are not available for the program in which the family is assisted, the family will be issued the other form of assistance.

Underhoused and overhoused Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the HA will issue a new Housing Choice Voucher and assist the family in locating a suitable unit.

The HA will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is underhoused in an accessible unit.

If a family requires the additional bedroom because of a health problem which ..... has been verified by the HA.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Housing Choice Voucher. There are three criteria to consider:

1. For the Housing Choice Voucher Program, the HA uses the Payment Standard for the Housing Choice Voucher size or the unit size selected by the family, whichever is less.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Housing Choice Voucher.

3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

	Maximum # of Persons in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this Chapter address those areas which allow the HA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency).

Income Disregard For Section 8 Housing Choice Voucher Families for twelve months, the earned income of family members who were unemployed for a year or more and are now employed; family members whose employment income increased as a result of participation in any family self-sufficient or job training program; or family members who were receiving TANF benefits in the last six months and whose earned income increases. During the following twelve months the family's rent may be increased by 50 percent of the amount that would have been in effect without the disregard.

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

HUD allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. 'Elderly' allowance: $400 for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for 'elderly' families.

4. Childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult member to work or attend school.

5. Disability assistance expenses that are necessary to enable a family member to work.

6. The sum of the following, to the extent the sum exceeds three percent of annual income: (I) Unreimbursed medical expenses of any elderly family or disabled family; and (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

7. Earn income of minors – The amount of any earned income of a member of the family who is not 18 years of age or older is excluded.

8. Transportation Deduction – Travel expenses in the amount of $1200 per year for employment, education or training related to travel. No more than one deduction will be allowed each family. Families may qualify for the transportation deduction at their first annual reexamination on or after 10/01/99.

"Minimum Rent" and Minimum Family Contribution

"Minimum rent" in the Housing Choice Voucher and Moderate Rehabilitation Program is $100.00 Minimum rent includes the combined amount (TTP) a family pays toward rent and/or utilities.

Minimum family contribution in the Housing Choice Voucher program is $100.00. Exceptions to the application of the minimum monthly rental amount will apply to any family unable to pay because of financial hardship which include:

1) The family has lost eligibility, due to no fault of their own, or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence
2) The family would be evicted as a result of the imposition of the minimum rent requirement;
3) The income of the family has decreased because of changed circumstance, including loss of employment;
4) A death in the family has occurred; and 5) other circumstances determined by the HA.

The Housing Authority will investigate and verify hardship exception promptly, to determined whether the hardship will be of a short term or long term period. Rent will be suspended the month following the reporting of the change. Short term hardship must have at least one of the 5 circumstances mentioned herein apply to the family. The circumstances are likely to be temporary (not more than 90 days). The tenant will be given a 90 day grace period during which they do not have to pay the minimum rent. After the expiration of the 90 days the family must be offered a reasonable repayment agreement. Failure to comply with the repayment agreement will cause termination of tenants Section 8 Housing Choice Voucher assistance. Long term hardship must have one of the 5 circumstances mentioned herein apply to the

family. The circumstances are likely to last for more than 90 days. The minimum rent is suspended until the circumstance change in a such a way that they no longer that they no longer qualify for a hardship exception. The tenant does not have to repay the suspended rent.

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 60 consecutive days.

HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, if the extension does not go beyond the HUD-allowed 180 consecutive calendar day’s limit.

If the absence which resulted in termination of assistance was due to a person’s disability, and the HA can verify that the person was unable to notify the HA in accordance with the family’s responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 180 days except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive days.

The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the children, the Housing Choice Voucher size will be reduced. If all children are removed from the home permanently, the certificate or Housing Choice Voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 90 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Housing Choice Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 30 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the HA approves a person to reside in the unit for the child/ren, the income should be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

The family will be required to notify the HA in writing within 10 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Time extension will be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

> A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Housing Choice Voucher size.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA may terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is both a HUD and a HA requirement.

The family obligations require the family to request HA approval to add any other family member as an occupant of the unit and to inform the HA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the HA in writing within 10 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the HA within 10 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the HA

Reporting changes in household composition is both a HUD and a HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

C. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA may:

1. Average known sources of income that vary to compute an annual income, or

2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

D. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 90 days.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by using the following methodology and use the income figure which would result in a lower payment by the family:

(a) Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

OR

(b) Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, “Verification Procedures,” for further definition.)

If the family’s expenses exceed its known income, the HA will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less that the award is.

The HA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a certified copy of the divorce decree.

H. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property loses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The HA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

The HA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

Retroactive Calculation Methodology

The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The family has the choice of paying this "retroactive" amount to the HA in a lump sum.

At the HA's option, the HA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family’s attorney fees may be deducted from lump-sum payments when computing annual income if the attorney’s efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

J. CHILD CARE EXPENSES

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending school, only after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for childcare expenses is based on the following guidelines:

Childcare expense allowance must be less than the amount earned by the person enabled to work.

Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The HA will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

K. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

L. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES

Applicability

Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

“Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, “Recertifications.”) Applicant mixed families are entitled to

prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

J. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, the HA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the HA will use the gross amount of the benefit.

N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT

The Utility Allowance Schedule is used for Housing Choice Vouchers.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The HA will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Housing Choice Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant unless the tenant has agreed, in writing, to a payment to the utility company.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HA. Applicants and program participants must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This Chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HA will allow 3 weeks for return of third-party verifications and 2 weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Certificate/Housing Choice Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances with the following exceptions:

The HA will not accept verifications delivered by the family [except computerized printouts from the following agencies:]

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HA will compare the information to any documents provided by the Family. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the HA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The HA will accept Faxed documents.

The HA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

The HA will not delay the processing of an application beyond 90 days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a statement/affidavit/certification and must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. ITEMS TO BE VERIFIED

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in proceeding two years.
- Child cares expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

*Identity

- U.S. citizenship/eligible immigrant status.
- Social Security Numbers for all family members 6 years of age or older.
- APreference@ status, based upon Ranking, or Local preferences.
- Familial/Marital status when needed for head or spouse definition.
- Disability for determination of preferences, allowances or deductions.

C. VERIFICATION OF INCOME

This section defines the methods the HA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Year to date earnings

- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements that indicate the employee's gross pay,
frequency of pay or year to date earnings.

3. W-2 forms plus income tax return forms.

4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.

2. Award or benefit notification letters prepared and signed by the providing agency.

3. Computer report electronically obtained or in hard copy.

4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.

2. Computer printouts from unemployment office stating payment dates and amounts.

3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.

2 Written statement from payment provider indicating the amount of rent/ payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.

4. Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. A notarized letter from the person paying the support.

3. Copy of latest check and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check.

4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

5. If payments are irregular, the family must provide:

   A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

   A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

   A notarized affidavit from the family indicating the amount(s) received.

   A welfare notice of action showing amounts received by the welfare agency for child support.

   A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
   Schedule C (Small Business)
   Schedule E (Rental Property Income)
   Schedule F (Farm Income)

2. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

3. Audited or unaudited financial statement(s) of the business.

4. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

The person who provides the gifts
The value of the gifts
The regularity (dates) of the gifts
The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families who report zero income are required to complete a written certification every 90 days.

The HA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

Full-Time Student Status

Only the first $480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official.

2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

D. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

E. VERIFICATION OF ASSETS

Family Assets

The HA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

1. Verification forms, letters, or documents from a financial institution or broker.

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

3. Real estate tax statements if the approximate current market value can be deduced from assessment.

4. Financial statements for business assets.

5. Copies of closing documents showing the selling price and the distribution of the sales proceeds.

6. Appraisals of personal property held as an investment.

Assets Disposed of for Less than Fair Market Value (FMV)

During two years preceding effective date of certification or recertification

1. For all Certifications and Recertifications, the HA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

E. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.

2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

4. For attendant care:

   a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

   b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for Ageneral medical expenses@ such as regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

8. The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

<u>Assistance to Persons with Disabilities</u>

1. In All Cases:

   (a) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

   (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

   (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

   (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

(a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

(b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

F. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers
Church issued baptismal certificate
Current, valid Driver's license
U.S. military discharge (DD 214)
U.S. passport
Voter's registration
Company/agency Identification Card
Department of Motor Vehicles Identification Card
Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth
Adoption papers
Custody agreement
Health and Human Services ID
School records

If none of these documents can be provided, a third party who knows the person may, at the HA's discretion, provide a verification.

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

The following verifications will always be required if applicable:

Verification of relationship:

Official identification showing names
Birth Certificates
Baptismal certificates

Verification of guardianship is:

Court-ordered assignment
Affidavit of parent
Verification from social services agency
School records

Verification of Permanent Absence of Adult Member

1. If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

2. Husband or wife institutes divorce action

3. Husband or wife institutes legal separation

4. Order of protection/restraining order obtained by one family member against another.

5. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

6. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

7. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

(a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

(b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

(c) Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

(d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

(e) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The HA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual’s entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or Social Security Number from Social Security Administration.

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HA. The applicant/participant or family member will have an additional up to 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a physician.

G. WAITING LIST PREFERENCES

Local Preferences

Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C., will be selected for housing assistance prior to families residing outside the jurisdiction of High Point, N.C.

Ranking Preferences

Families with a Local Preference will be ranked in the following order:

(1) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director.

(2) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(3) Families not currently receiving housing assistance.

(4) Families currently receiving housing assistance.

Chapter 8

HOUSING CHOICE VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF HOUSING CHOICE

When funding is available, the HA will issue Housing Choice Vouchers to applicants whose eligibility has been determined. The issuance of Housing Choice Vouchers must be within the dollar limitations set by the ACC budget.

The number of Housing Choice Vouchers issued must ensure that the HA stays as close as possible to 100% lease-up. The HA performs a monthly calculation manually to determine whether applications can be processed, the number of Housing Choice Vouchers that can be issued, and to what extent the HA can over-issue (issue more Certificates or Housing Choice Vouchers than the budget allows).

The HA may over-issue Housing Choice Vouchers only to the extent necessary to meet leasing goals. All Housing Choice Vouchers that are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Certificates or Housing Choice Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted during group meetings.

The purpose of the briefing is to explain the documents in the Housing Choice Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Housing Choice Voucher to a family unless the household representative has attended a briefing and signed the Housing Choice Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend 2 scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for

reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets for both the Housing Choice Voucher programs will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the Housing Choice Voucher, and the HA policy for requesting extensions to the term of the Housing Choice Voucher or suspensions of the Housing Choice Voucher.

2. A description of the method used to calculate the assistance payment, information on payment standards (Housing Choice Voucher program), and utility allowances.

3. How the maximum allowable rent is determined including the rent reasonableness standard.

4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.

5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.

6. The HUD lease addendum and HA sample lease.

7. The Request for Lease Approval form, and a description of the procedure for requesting approval for a unit.

8. The HA policy on providing information about families to prospective owners.

9. The Subsidy Standards, when and how exceptions are made and how the Housing Choice Voucher size relates to the unit size selected.

9. “A Good Place to Live”, a HUD brochure on how to select a unit that
complies with HQS.

11. The HUD brochure on lead-based paint.

12. Information on federal, State and local equal opportunity laws including the pamphlet “Fair Housing: It’s Your Right” and other information about fair housing laws and guidelines, including the “take one, take all” law; the form for reporting suspected discrimination and the phone numbers of the local fair housing agency and the HUD enforcement office.

13. A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the size Housing Choice Voucher issued.

14. If the family includes a person with disabilities, notice that the HA will provide assistance in locating accessible units and a list of available accessible units known to the HA.

15. The Family Obligations under the program.

16. The grounds for termination of assistance because of family action or failure to act.

17. When the HA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.

18. An HQS checklist.

19. Procedures for notifying the HA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

20. Requirements for reporting changes between certifications.

21. Information on security deposits.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

Family and owner responsibilities

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HA's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self-Sufficiency program and its advantages.

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

Direct contact with landlords.
Counseling with the family.

Providing information about services in various non-impacted areas.
Meeting with neighborhood groups to promote understanding.
Formal or informal discussions with landlord groups
Formal or informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners/units will be provided at the front desk and provided at briefings.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building *owned by the same owner* to a Housing Choice Voucher holder solely because of their status as a Housing Choice Voucher holder.

The HA provides the family with the HUD discrimination complaint form and directs the family to report suspected discrimination to HUD.

Take One - Take All: In compliance with Section 174 of the National Affordable Housing Act, if an owner who already has a unit in any multifamily building (more than four units) denies a Housing Choice Voucher holder admission to any multifamily building *solely* on the basis of their status as a Housing Choice Voucher holder, the owner will be reported to HUD Fair Housing Complaints Office and barred from future participation.

E. SECURITY DEPOSIT REQUIREMENTS

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

For the Housing Choice Voucher program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed one month's contract rent.

Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by State or local law, generally one month's contract rent.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF HOUSING CHOICE VOUCHER

During the briefing session, each household will be issued a Housing Choice Voucher which represents a contractual agreement between the HA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program that occurs when the lease and contract become effective.

Expirations

The Housing Choice Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the sixty-day period unless an extension has been granted by the HA.

If the Housing Choice Voucher has expired, and has not been extended by the HA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, the HA will deduct the number of days required to process the request from the 60 day term of the Housing Choice Voucher.

Extensions

The HA may grant extensions to certificates or Housing Choice Vouchers.

A family may request an extension of the Housing Choice Voucher time period. All requests for extensions must be received prior to the expiration date of the Housing Choice Voucher.

The HA extends in one or more increments. No more than 2 extensions of 30 days or less will be granted and never for a total of more than an additional sixty days.

Assistance to Housing Choice Voucher Holders

Families who require additional assistance during their search may call the HA Office to request assistance. Certificate and Housing Choice Voucher holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

The HA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. INTERCHANGEABILITY BETWEEN CERTIFICATE AND HOUSING CHOICE VOUCHER

Interchangeability of Housing Choice Vouchers is not required by HUD and will not be considered by the HA except in cases of emergency.

H. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to

determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.

2. Which family member was the head of household when the Housing Choice Voucher was initially issued (listed on the initial application).

3. The composition of the new family units, and which unit contains elderly or disabled members.

4. Whether domestic violence was involved in the breakup.

5. Which family members remain in the unit.

6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance based on failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

I. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF HOUSING CHOICE VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or

2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/ren for an indefinite period.

A reduction in family size may require a reduction in the Housing Choice Voucher size.

Chapter 9

REQUEST FOR APPROVAL OF ASSISTED TENANCY AND CONTRACT EXECUTION

INTRODUCTION

After families are issued a Housing Choice Voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Assisted Tenancy (AOT).

A. REQUEST FOR APPROVAL OF ASSISTED TENANCY

The Request for Approval of Assisted Tenancy (AOT) and a copy of the proposed Lease must be submitted by the family during the term of the Housing Choice Voucher.

The Request for Approval of Assisted Tenancy must be signed by both the owner and Housing Choice Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

The HA will not permit the family to submit more than one RLA at a time.

The HA will review the documents to determine whether or not they are approvable. For the Certificate Program, the HA will determine that the Gross Rent is within the applicable FMR (unless an exception rent is approved).

The Request will be approved if:

1. The unit is an eligible type of housing
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable
4. The security deposit is approvable
5. The proposed lease complies with HUD and HA requirements and State and Local Law.
6. The owner is approvable, and there are no conflicts of interest.

Disapproval of AOT

If the HA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 30 calendar days to submit an approvable RLA from the date of disapproval.

When, for any reason, an RLA is not approved, the HA will furnish another RLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Housing Choice Voucher will be suspended while the RLA is being processed.

B. ELIGIBLE TYPES OF HOUSING

1. TYPES OF HOUSING ON WICH THE HA WILL PROVIDE ASSISTANCE

The HA will approve any of the following types of housing in the Housing Choice Voucher programs:

1. All structure types can be utilized.

2. Manufactured homes where the tenant leases the mobile home and the pad.

The HA will permit a family to lease a manufactured home and space with assistance under the program. The HA will not provide assistance for a family that owns the manufactured home and leases only the space.

The HA may approve a live-in aide to reside with a family to care for a person with disabilities. The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the HA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition, the manufactured home also must meet the following:

Manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

3. Single Room Occupancy:

Rent and Housing Assistance Payment:

The FMR/exception rent limit for SRO housing is 75 percent of the zero bedroom FMR/exception rent limit.

The HA SRO Housing Choice Voucher payment standard will not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

If an assisted person resides in a SRO with assistance under the OFTO program, the payment standard for the person is the SROFMR/exception rent limit.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

4. Congregate Housing

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The HA will approve a line-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The HA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

5. Independent Group Residences

The group home must be licensed, certified, or otherwise approved in writing by the State, or the State’s licensing department. (24 CFR 982.612)

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HA, a live-in aide may reside with a person with disabilities.

The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The HA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term “pro-rata portion” means that which is derived by dividing the number of persons in the

assisted household by the total number of residents) assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HA- approved live-in aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the HA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

In a regular tenancy for a person who resides in a group home, the initial gross rent may not exceed either the FMR/exception rent limit for the family unit size or the pro- rata portion of the FMR/exception rent limit for the group home size.

For the OFTO Program, the payment standard for a person who resides in a group home is the owner of the FMR/exception rent limit for the family unit size, or the pro-rata portion of the FMR/exception rent limit for the group home size.
The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

The HA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

The HA has no HUD approved area exception rents.

The HA will approve exception rents up to 110 percent of the published Fair Market Rents, and with HUD’s approval up to 120 percent as a reasonable accommodation for a disabled family member.

- The appropriate Payment Standard for the family must be the lower of:
- The Payment Standard for the family Housing Choice Voucher size; or
- The Payment Standard for the unit rented by the family.
- The Total Tenant Payment (TTO) shall be the greater of:
- 30% of family monthly adjusted income;
- 10% of family monthly income; or
- $50.00 minimum rent.

2. <u>TYPES OF HOUSING ON WHICH THE HA WILL NOT PROVIDE ASSISTANCE.</u>

The HA will not approve any of the following types of housing for assistance under the Section 8 Housing Choice Voucher Programs:

Nursing homes or other institutions that provide care

School dormitories and institutional housing

A unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family holding the Housing Choice Voucher, unless the HA determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Shared Housing

Cooperative (including mutual housing)

Over Fair Market Rent Tenancy (except as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with Section B., 1., (c) above.

A unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

Any types of housing prohibited by HUD.

C. LEASE REVIEW

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Assisted Tenancy.

Owners must submit their own lease or permit the HA to provide some guidance for assisting them in obtaining a lease. The HA will provide a HUD Tenancy Addendum to accompany the owner's lease.

Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

The HA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

D. INITIAL IINSPECTIONS

See Chapter 10, "Housing Quality Standards and Inspections."

E. RENT LIMITATIONS

The HA will approve an exception rent up to 110 percent of the FMR, and/or seek HUD approval up to 120 percent for a particular family if necessary as a reasonable accommodation so that the unit is useable by and for and accessible to a family member with a disability.

For the Housing Choice Voucher program, the HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

Family pays the greatest of: 30 percent of monthly adjusted income
10 percent of monthly income
HA minimum rent (Hardship exemptions do apply)

Any new admission or any family who moves may not pay more than 40 percent of adjusted monthly income toward initial rent for the unit. (Limit applies only at the time of initial leasing of a unit, not after).
Example: Annual Income = $12,000
Adjusted Income = $11,042/12 = $920/mo
40% Limit $920 x 40% = 368

F. DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HA will negotiate with the owner to reduce the rent to a reasonable rent.

1. At the family's request, the HA will negotiate with the owner to reduce the rent or include some or all of the utilities in the Contract Rent.

2. Of the owner is not willing to adjust the rent and the HA has determined the rent to be reasonable, the HA will determine whether the rent is within 120 percent of the FMR. If so the HA will determine whether approval of an exception rent is necessary as a reasonable accommodation to make the program useable by and accessible to a family member with a disability.

   If the rent can be approved by taking the above steps, the HA will continue processing the Request for Approval of Assisted Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Assisted Tenancy must be submitted by the owner.

If the owner does not agree on the Contract Rent after the HA has tried

and failed to negotiate a revised rent, the HA will inform the family and owner that the lease is disapproved.

G. INFORMATION TO OWNERS

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known.

The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

H. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug related or violent criminal related activity.

The owner has a history of failing to terminate tenancy for drug related or violent criminal activity or other threatening activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

I. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

J. CONTRACT EXECUTION PROCESS

The HA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The HA provides individual briefings for new owners if requested.

The HA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide an Employer Identification Number or Social Security Number.

The owner must provide a business or home telephone number.

K. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The HA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The HA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum Standards may be enhanced by the HA, provided that by doing so, the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. GUIDELINES/TYPES OF INSPECTIONS

The HA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

The HA will allow the stove and refrigerator to be placed in the unit after the inspection if the family certifies the appliances are working according to the Housing Quality Standards. The HA will not conduct a reinspection.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted within 15 days upon receipt of Request for Approval of Assisted Tenancy (AOT).

2. Annual: Must be conducted at least every 12 months.

3. Special/Complaint: At request of owner, family or an agency or third-party.

4. Move-Out/Vacate: At landlord's request/ for contracts effective before 10/2/95 only]

5. Quality Control: A quality control inspection will be conducted for 5 percent of all units which have been inspected.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the additions described below:

Additions to HQS:

Windows:

All operable windows must have a properly fitting screen in good condition.

C. INSPECTIONS

The HA conducts an inspection in accordance with Housing Quality Standards at least annually. Special inspections may be scheduled between anniversary dates.

HQS deficiencies that cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS that are caused by:

Non-payment of utilities paid by the family (Contracts entered into after 10-2-95)

Not providing, or failing to maintain, appliances not provided by the owner, and

Damages to the unit or premises caused by a household member or guest beyond
normal wear and tear.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:30 p.m.

The HA will notify the family in writing at least 5 days prior to the inspection.

Inspection: The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

If the family does not contact the HA to reschedule the inspection, or if the family misses 2 inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement.

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, “Denial or Termination of Assistance,” they will be advised of their responsibility for correction.

Time Standards for Repairs

1. Emergency items which endanger the family’s health or safety must be corrected within 24 hours of notification.

2. For non-emergency items, repairs must be made within 30 days.

3. For major repairs, the Section 8 Director may approve an extension beyond 30 days.

D. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem which could result in shock or fire
No heat
Utilities not in service
No running hot water
Broken glass where someone could be injured
Obstacle which prevents tenant’s entrance or exit
Lack of functioning toilet

The HA may give a short extension whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper authorities will be notified by the Participant.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment may be abated and the HAP contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

E. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner may be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection.

The HA will inspect abated units within 5 days of the owner’s notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family and the owner will be notified of the reinspection date.

No retroactive payments will be made to the owner for the period of time the

rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

Extension of time

The HA will grant an extension in lieu of abatement in the following cases:

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 180 days. At the end of that time, if work is not completed, the HA will begin the abatement and/or termination of assistance.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit.

F. DETERMINATION OF RESPONSIBILITY

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

Normal wear and tear is defined in Chapter 17, "Claims, Move-Out and Close-Out Inspections."

The owner is responsible for all other HQS violations.

The owner is responsible for the correction of vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the

family's file will be noted.

G. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by Section 8 Inspector. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

H. INITIAL HQS INSPECTION

The Initial Inspection will be conducted within 15days upon receipt of the AOT to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

I. ANNUAL HQS INSPECTION

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Contract rent increases in the Certificate program may not be given until the unit passes the HQS. Rent increase requests in the Housing Choice Voucher program will not be approved if the unit is in a failed condition.

J. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

K. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Section 8 Director on 5 percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Housing Choice Voucher programs. This Chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

The maximum subsidy for each family is determined by the Payment Standard for the Housing Choice Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Housing Choice Voucher size issued to the family is based on the HA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Housing Choice Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated by letter. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. HAP payment must be post marked by the 5th working day of each month. For new admissions, after it has been determined that the unit pass HQS and the lease and contract has been properly executed by all parties, HAP payment should be post marked by the 7th working day of the month, or payment will be consider late. The landlord can assess a late charge in accordance with the accepted practice in the local market. . Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the finance department to the owner each month.

Checks may not be picked up by owner at the HA.

C. RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual or special contract rent adjustments under the Certificate Program, and when an owner requests a rent increase in the Housing Choice Voucher Program.

For the Housing Choice Voucher Programs, the HA will determine and document on

a case-by-case basis that the approved rent:

- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and

- Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least 2 comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 12 months.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Number of Bedrooms
Facilities
Location
Number of Bathrooms
Quality
Amenities
Date Built
Unit Type
Management and Maintenance Services

The HA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

D. PAYMENT STANDARDS FOR THE HOUSING CHOICE VOUCHER PROGRAM

The Payment Standard is initially set by the HA at the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of Housing Choice Voucher funding is approved by HUD. The Payment Standard is used to determine the maximum subsidy which can be paid by the HA on behalf of the family.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The HA has elected to use the current Fair Market Rent as their Payment Standard. Payment Standards will be adjusted annually according to the current Fair Market Rent.

Availability of Suitable Vacant Units Below the Payment Standard

The HA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

Quality of Units Selected

The HA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Rent to Owner Increases

The HA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Rent Reasonableness Data Base/Average Contract Rents

The HA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should be on a par with these amounts.

Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Housing Choice Voucher size.

Financial Feasibility

Before increasing the Payment Standard, the HA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. RENT ADJUSTMENTS

Housing Choice Voucher Program

Owners may not request rent adjustments in the Housing Choice Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

On the anniversary date following a signed sixty-day notice that the

participant has been notified of the rent adjustment.

Chapter 12

RECERTIFICATIONS

INTRODUCTION

HUD requires that the HA recertify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the HA decides what other changes must be reported, and the procedures for reporting them. This Chapter defines the HA's policy for conducting annual recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES

There are two activities the HA must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of Income and Family Composition
- HQS Inspection

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Finance Department.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

> An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The HA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The HA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

Requirements to attend

The following family members will be required to attend the recertification interview:

All adult household members

If the head of household is unable to attend the interview:

The appointment will be rescheduled

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA may Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the HA will include instructions for the family to bring the following:

- Documents to support any preference claims
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation of any deductions/allowances

Verification of Information

The HA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

Rent increases will be effective the first of the second month following the change.
A thirty-day notice will be mailed to the family prior to the effective date.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first of the month following the date the change was reported.

A thirty-day notice will be mailed to the family prior to the effective date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HA.

C. REPORTING INTERIM CHANGES

HUD requires program participants to report all changes in household composition to the HA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

Changes in rent made for reasons other than reexamination shall be made if:

- It is necessary to correct any error made by a previous rent determination.
- A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
- The Resident or any member of the resident's family, 18 years or older, not previously employed, becomes employed.

- When a new member is added to the family composition, and has income.

- The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TANF, Work First, Social Security Benefits, SSI, Unemployment Benefits, etc., begins to receive such benefits.

  The Resident agrees to report his or her, or any member of the Resident’s family who is age 18 or older newly acquired government assistance to the PHA within 10 days of the date of receiving such benefits.

Decreases in Income

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HA must calculate the change if a decrease in income is reported.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with zero/unstable income every 90 days.

Any changes reported by participants other than those listed in this section will be notated in the file by the staff person but will not be processed between regularly scheduled annual recertifications.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. If the family disagrees with the rent adjustment they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HA requires that families report interim changes to the HA within 10 days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 10 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the second month following the change, following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change was reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results, with the exception of the Minimum Rent Hardship exemption request. For Minimum rent Hardship exemptions, the HA will suspend payment beginning the next month following the family's request. The family is not required to pay during this period. HA must promptly determine if hardship exist, and if it is temporary or long term. Temporary Hardship (90 days) will require a repayment agreement, Long term Hardship will not.

* The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Decrease in Tenant Rent will be effective on the first of the month following the date the change occurred.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within 10 days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA.

If an addition would result in overcrowding according to HQS maximum occupancy standards:

The HA will issue a larger Housing Choice Voucher (if needed under the Subsidy Standards) for additions to the family.

If a change requires a larger size unit due to overcrowding, the change Housing Choice Voucher shall be made effective immediately. The HA may determine whether to issue a Housing Choice Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
- All members of the family other that the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination"), or the HA may offer temporary deferral of termination (See Chapter 15, "Denial or Termination of Assistance").

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within the HA's jurisdiction during the initial year of assisted occupancy except by mutual agreement between the owner and the family.

Families will not be permitted to move outside the HA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HA will deny permission to move if there is insufficient funding for continued assistance. The PHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes any HA money.
- The family has moved or been issued a Certificate or Housing Choice Voucher
  within the last twelve months.

The Section 8 Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Housing Choice Voucher

If the family has not been recertified within the last 120 days, the HA will issue the certificate or Housing Choice Voucher to move after conducting the recertification, as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction.

E. OUTGOING PORTABILITY

When a family requests to move to outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

The family may move only to a HA jurisdiction that administers tenant based assistance.

HA may not permit portability if the family has moved out of an assisted unit in violation of their lease.

If there is more than one HA in the area in which the family has selected a unit, the HA will choose the receiving HA.

Restrictions on Portability

- Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the HA's jurisdiction at the date of their initial application for assistance unless the

receiving and initial HA agree to allow the move.

- If the family is in violation of a family obligation.
- If the family owes money to any HA.

Outgoing Portability Procedures

The HA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HA will determine if the family is within the very low income limit of the receiving HA. If the receiving HA will absorb and the family will be changing its form of assistance, the HA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

The HA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

The HA will advise the family how to contact and request assistance from the receiving HA.

The HA will notify the receiving HA that the family will be moving into its jurisdiction.

The HA will provide the following documents and information to the Receiving HA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates,
  formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.
- A copy of the portability policies and procedures from this Administrative Plan.

The Receiving HA must notify the HA within 10 days of the following:

The Receiving HA decides to absorb the family into their own program.

The family leases up or fails to submit an Approval of Assisted Tenancy (AOT) by the required date.

Assistance to a portable family is terminated by the Receiving HA.

The family requests to move to an area outside the Receiving HA's jurisdiction.

Payment to the Receiving HA

The HA will requisition funds from HUD based on the anticipated lease-ups of portable Housing Choice Vouchers or Housing Choice Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HA's rate), and any other HUD-approved fees.

Claims

The HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to the HA within 15 days.

G. INCOMING PORTABILITY

Absorption or Administration

The HA will accept a family with a valid Housing Choice Voucher from another jurisdiction and administer or absorb the Housing Choice Voucher. If administering, the family will be issued a "Portability" Housing Choice Voucher by the HA with the same start date. The HA may grant extensions in accordance with this Administrative Plan.

Incoming portable families who have not yet been absorbed will not be absorbed before the HA selects new applicants from the Waiting List.

When the receiving HA does not absorb the incoming Housing Choice Voucher or Housing Choice Voucher, it will administer the Initial HA's Housing Choice Voucher and the receiving HA's policies will prevail.

For initial lease-up, the family must be within the HA's Very-Low Income limits. For participants, the HA may issue either a Housing Choice Voucher or Housing Choice Voucher, but if the form of assistance changes, the family must be within the HA's Low-Income limits. If the family is ineligible under the receiving HA's low income limit because the form of assistance offered causes the family to change programs, the receiving HA must absorb the family without a change in the form of assistance, or administer the family's current form of assistance.

The HA will issue a "Portability Housing Choice Voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the Housing Choice Voucher size, the HA will change to the proper size based on its own Subsidy Standards.

The HA will decide whether to extend the "Portability Housing Choice Voucher" and for what period of time. The HA's policy on suspensions will apply. However, if the family decides not to lease-up in the HA's jurisdiction, the Family must request an extension from the initial HA.

For Old Rule contracts (prior to 10-2-95), the HA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As Receiving HA, the HA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the Receiving HA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the HA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Assisted Tenancy

When the Family submits an Approval of Assisted Tenancy (AOT), it will be processed using the HA's policies. If the Family does not submit an Approval of Assisted Tenancy (AOT) or does not execute a lease, the Initial HA will be notified within 10 days by the Receiving HA.

If the Family leases up successfully, the HA will notify the Initial HA within 10 days, and the billing process will commence.

If the HA denies assistance to the family, the HA will notify the Initial HA within 10 days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within 10 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates,
  formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.

- A copy of the portability policies and procedures from their Administrative Plan.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.

Billing Procedures

As Receiving HA, the HA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial HA.

The HA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) and any other HUD-approved fees, for each "Portability" Housing Choice Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify the HA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

C. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,

3. Other good cause, including:

   a. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

   b. Any drug-related criminal activity on or off the premises,

   c. Abuse of alcohol in a manner that will interfere with the health, safety,
   or right to peaceful enjoyment of premises by other residents.

   d. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

4. Other good cause, after the first year of the lease, includes:

   a. Business or economic reason for regaining possession of the unit;

   b. Owner's desire to repossess the unit for personal use;

   c. Tenant's refusal to accept offer of a new lease.

The eviction notice <u>must</u> specify the cause for the eviction.

The HA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HA will continue housing assistance payments until the family moves or is evicted from the unit provided that the unit continues to meet HQS guidelines.

If the action is finalized in court, the owner must provide the HA with the documentation, including notice of the lockout date.

If the owner opts out for business or economic reasons, the tenant must be given 90 days notice, with a copy to the HA and the local HUD office. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than the HA will approve.

The HA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit and s/he is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance, the HA will issue a new Housing Choice Voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY HA

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:
The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit HQS standards, including any standards the HA has adopted in this policy.

- The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner has engaged in drug related or violent criminal activity.
- The owner has a history of not terminating tenancy for drug related or violent criminal activity or other threatening activity.

The HA may also terminate the contract if:

The HA terminates assistance to the family.

The family is required to move from a unit that is under-occupied (Housing Choice Voucher Program) or overcrowded (Housing Choice Voucher Program).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to the affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- granting another deferral will result in an aggregate deferral of longer than three years,
  OR
- A determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL

If the HA terminates the contract due to owner disapproval (See Chapter 9, “Request for Lease Approval and Contract Execution”), the HA will provide the owner and family with at least thirty days written notice of termination of the contract.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the Family Obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This Chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the HA will delay the denial or termination in order to determine if there is an accommodation which would meet or negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HA waiting list
- Denying or withdrawing a Housing Choice Voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The HA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.

- If no member of the family is an U.S. citizen or eligible immigrant.

- If the family is under contract and 180 days have elapsed since the HA's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program.

- Any member of the family has ever been evicted from public housing.

- The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

- The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

- The family breaches an agreement with a HA to pay amounts owed to a HA, or amounts paid to an owner by a HA.

- Any family member that the PHA has determined

- Any family member that the HA has determined to be abusing alcohol in a manner which will interfere with the health, safety, or rights to peaceful enjoyment of the premises by other residents.

- The family has engaged in or threatened abusive or violent behavior toward HA personnel.

  Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

- Persons convicted of manufacturing or producing methamphetamine on premises of assisted housing premises is building or complex in which dwelling unit is located, including common areas and grounds.

  “Threatening” refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

Family Self Sufficiency (FSS)

Failure to fulfill the obligations and conditions of the FSS contract is grounds for termination of assistance.
The HA will not terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

B. FAMILY OBLIGATIONS

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. “Information” includes any requested certification, release or other documentation.

2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with Federal regulations.

4. All information supplied by the family must be true and complete.

5. The family is responsible for an HQS breach caused by the family.

6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.

7. The family may not commit any serious or repeated violation of the lease.

8. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease on notice to the owner.

9. The family must promptly give the HA a copy of any owner eviction notice.

10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.

12. The family must promptly notify the HA if any family member no longer resides in the unit.

13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

15. The family must not sublease or let the unit.

16. The family must not assign the lease or transfer the unit.

17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

18. The family must not own or have any interest in the unit.

19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

20. The members of the family may not engage in drug-related criminal activity or violent criminal activity.

21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term “Promptly” when used with the Family Obligations always means “within 10 days.” Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector will determine if an HQS breach is the responsibility of the family. Families may be given extensions to cure HQS breaches by HA staff.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, and the HA has verified the information.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction, the move will be denied.

Proposed additions to the family may be denied to:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in HUD regulations.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the HA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance.

Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

Family Member moves out: Families are required to notify the HA if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the HA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug-related or Violent Criminal Activity:
Drug-related criminal activity is the manufacture, sale, distribution, use or possession with intent to manufacture, sell or distribute, of a controlled substance.

- Drug-related criminal activity means on or off the premises, not just on

or near the premises.

- Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and

- The activity is being engaged in by any Family member.
- Ineligibility if Evicted for Drug-Related Activity

- Persons evicted from public housing, Indian housing, Section 23, or any Section 8 Program because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the date of such eviction.

The HA may waive this requirement if:

- The person demonstrates successful completion of a rehabilitation program approved by the HA, OR
  The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

- Applicants will be denied assistance if they have been:
  Convicted/evicted from a unit due to drug-related or violent criminal activity within the last 3 years prior to the date of the certification/recertification interview.

- Participants may be terminated who have been:
  Arrested/convicted/evicted from a unit due to violent criminal activity within the last 3 years prior to the date of notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the HA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

Screening Out Illegal Drug Users and Alcohol Abusers

The HA will prohibit admitting any person to housing where the HA determines that there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three (3) months.

The HA may waive this policy if the person demonstrates to the HA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

- Has successfully completed a supervised drug or alcohol rehabilitation

program,

- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

Confidentiality of Criminal Records

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Disclosure of Criminal Records to Family

Before the HA takes any adverse action based on a criminal conviction record, the applicant or tenant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is, evidence which as a whole shows that the fact sought to be proved is more provable than not. The intent is not to approve criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence may not be determined by the number of witnesses, but by the weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

The HA will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the HA decides to terminate the family, the HA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination.
- The family's right, if they disagree, to request an Informal Hearing to be held
  before termination of assistance.
- The date by which a request for an informal hearing must be received by the HA.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

C. ONE STRIKE POLICY FOR SECTION 8 HOUSING CHOICE VOUCHERS

Purpose

All federally assisted housing is intended to provide safe and decent place for eligible families to live, free of violent criminal activity and the illegal sale and use of drugs, alcohol and related activity. It is the intention of the HA to fully endorse and implement a policy that is designed to:

- Keep our program participants free from threats to their personal and family safe.
- Help maintain a safe and drug free community environment where families can live safely,
  free for the dangers associated with illegal activity.

Administation of the Policy

- All screening and eviction [procedures shall be administered fairly and in such a way so as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally protected groups, and not to violate one's right to privacy.
- To the maximum extent possible, and permissible by law, the HA will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this policy.
- This policy is incorporated as a part of the Administration Plan and is posted on the HA's bulletin board, with copies made readily available to residents and/or applicants at each annual recertification and/or eligibility determination meeting.

Screening of Applicants

1. In an effort to deter illegal drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to health, safety or the right to peaceful enjoyment of the premises by other residents, the HA will endeavor to screen applicants as thoroughly and fairly as possible in accordance with HUD prescribed regulations and guidance, and local laws governing the jurisdiction of the HA.
2. Such screening will apply to all members of the household who are of adult (16 years of age or older) and will include, but not limited to, obtaining criminal records.
3. Reasonable cause of drug related criminal activity that may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents may be grounds for denial of assistance. Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use of possession with intent to manufacture, sell, distribute, or use a controlled substance.
4. Reasonable cause to believe that a person's pattern of alcohol abuse may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents may be grounds for denial of assistance.
5. In both 3 and 4 above, the HA may waive its policy of denying assistance if

the person demonstrates to the HA's satisfaction that he/she is not longer engaging in illegal use of a controlled substance or abuse of alcohol and:

a. Has successfully completed a supervised drug or alcohol rehabilitation program;

b. Has otherwise been rehabilitated successfully;

c. Is participating in a supervised drug or alcohol rehabilitation program.

6. Persons evicted from Public Housing, Indian Housing, Section 23 or Section 8 program because of drug related criminal activity are ineligible for admission to the Section 8 program for a three (3) year period beginning on the date of such eviction. The HA may waive this requirement if:

a. The person demonstrates successful completion of a rehabilitation program approved by the HA; or

b. The circumstances leading to the eviction no longer exist (e.g., the individual involved in drugs is no longer in the household because the person is incarcerated.)

Enforcement Through Termination Of Housing Assistance

The HA shall enforce this "one-strike" policy with respect to drug related criminal or other prohibited activity which may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents. Evidence of such activity may be grounds for termination from Section 8 assistance.

D. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families, who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The HA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring

the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

Criteria for Approving Temporary Deferral of Termination of Assistance

The HA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing (and the Consolidated Plan indicates that the market lacks sufficient affordable housing).

Affordable housing is defined as housing that is standard based on HQS, of appropriate size based on HQS, and for which the rent plus utilities is no more than 25% greater than the HA calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HA will follow HUD regulations.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years, if the initial deferral was granted prior to 11/29/96. For Deferrals granted after 11/29/96, additional deferrals may be made up to an aggregate total of 18 months. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for

Temporary Deferral of Termination of Assistance.

E. $0 ASSISTANCE TENANTS

Old Contracts

For contracts which were effective prior to 10/2/95, the HA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at $0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

New Contracts

For contracts effective after 10/2/95, the HA has no liability for unpaid rent or damages, and the family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the HA to overpay assistance, the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement. or reimburses the HA in full.

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance.

In making this determination, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family’s understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Housing Choice Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency
Incarceration
Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given 2 opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach.
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD (or other agency directly related] has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has engaged in drug related or other violent criminal activity, or owner has a history of not terminating tenancy for drug related or violent criminal activity, or other threatening activity.

The Owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner’s record of compliance and the number of violations.

Disapproval Of Owners/Participation Restrictions

The HA will terminate contracts with owners for the following reasons:

- HUD notifications of owner debarment/suspension
- HUD notification of violation of fair housing/federal equal opportunity
- Violation of contract obligations
- Owner fraud, bribery or other corrupt act in federal housing
- Owner engaged in drug related or other violent criminal activity, or has a history of not terminating tenancy for drug related or violent criminal related activity or other threatening activity.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS
(For Contracts Effective Before October 2, 1995

INTRODUCTION

This Chapter describes the HA's policies, procedures and standards for servicing Contracts which were effective before October 2, 1995. Certificate and Housing Choice Voucher contracts in this category have provisions for the HA's liability to owners when families move out. Housing Choice Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make a special claim for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Housing Choice Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HA for claims paid to the owner.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HA will not reimburse the owner for any claims under these agreements.

C. VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- Notify the HA within 24 hours upon learning of the vacancy, or prospective vacancy,
  AND
- Pursue all possible activities to fill the vacancy, including, but not limited to:

1. Contacting applicants on the owner’s waiting list, if any

2. Seeking eligible applicants by listing the unit with the HA

3. Advertising the availability of the unit, and

4. Not rejecting potentially eligible applicants except for good cause

In the event that a unit becomes vacant because of death, the HA will permit the owner to keep the HAP for the month in which the tenant died.

The HA will not assess the family for any monies paid to the owner for vacancy loss if the HA was responsible for the late move-out.

To ensure valid claim processing, the HA will conduct a thorough move-in inspection noting Aconditions@ as well as HQS deficiencies, and send a report of all items to the owner and tenant.

Only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor. Estimates are not acceptable.

Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use.

The HA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered Aother items due under the lease@ and included in the claim only if the owner notified the HA in writing (by copy of the repair bill) in the month in which repair costs were issued to the family.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

D. MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by Section 8 staff upon request by owner.

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

The owner and tenant will be notified of the date and time of the inspection.

A damage claim will not be approved *unless* the move-out inspection is requested and completed prior to any work being done.

D. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum-security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that he collected or could have collected will not be deducted from the vacancy loss claim.

The HA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

The HA will offer the family 14 days to contest the claim. If the family disputes the claim, the HA will schedule an informal meeting with the owner and tenant in order to resolve the differences.

- If the owner fails to attend the meeting, the HA will consider this prima facie evidence of validity of the tenant's position.
- If the tenant fails to attend the meeting, the HA will proceed with its original determination.
- Meetings will not be rescheduled if neither party attends.
- Meetings will not be rescheduled if either party fails to attend.

After a determination has been made, the HA will notify the family in writing of the decision. If it has been determined that the family owes money, the HA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HA as required.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

Other Requirements for Claims Processing

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed.

No vacancy loss claims will be paid for a unit that is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 60 days of the date the owner learned of the move-out.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments
Civil suits
Abatements
Reductions
Collection agencies
Credit bureaus

A. DEBTS OWED FOR CLAIMS

If a family owes money to the HA for claims paid to an owner:

- The HA will require the family to repay the amount in full.
- The HA will not enter into a Repayment Agreement.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report income properly will be required to repay within 120 days. If the family pays the amount in full within this time period, the HA may continue assistance to the family. Failure to repay the total amount within the 120-day period will result in termination of assistance.

Program Fraud

Families who owe money due to program fraud will have their assistance

terminated.

C. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HA will:

- Require the owner to pay the amount in full within 30 days
- Pursue collections through the local court system
- Restrict the owner from future participation

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with and HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families:
   If a family disagrees with an action or inaction of the HA or owner, complaints from
   families will be referred to the Section 8 Director.

2. Complaints from Owners:
   If an owner disagrees with an action or inaction of the HA or a family, complaints from
   Owners will be referred to the Section 8 Director.

3. Complaints from staff:
   If a staff person reports an owner or family either violating or not complying with program rules,
   complaints from staff/families will be referred to Section 8 Director.

4. Complaints from the general public:
   Complaints or referrals from persons in the community in regard to the HA, a family or an owner,
   complaints from general public will be referred to Section 8 Director.

B. PREFERENCE DENIALS

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HA staff to discuss the reasons for the denial and to dispute the HA’s decision.

The person who conducts the meeting must be any officer or employee of the HA including the person who made the decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision,
- AND
- The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

Qualification for preference
Listing on the HA's waiting list
Issuance of a Certificate or Housing Choice Voucher
Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- A determination of the family unit size under the HA subsidy standards
- Refusal to extend or suspend a Certificate or Housing Choice Voucher
- Disapproval of lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by a staff person who is at the Management level or above.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final

decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

The HA will provide a copy of the hearing procedures in the family briefing packet.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputed the action or decision.
- The time limit for requesting the hearing.

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment

2. Appropriate utility allowance used from schedule

3. Family unit-size determination under HA subsidy standards

4. Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied

5. Determination to terminate assistance for any reason.

6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

7. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The HA must always provide the opportunity for an informal hearing before termination of assistance.
Informal Hearings are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA

- General policy issues or class grievances

- Establishment of the HA schedule of utility allowances for families in the program

- An HA determination not to approve an extension or suspension of a certificate or Housing Choice Voucher term

- An HA determination not to approve a unit or lease

- An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a

family obligation determination)

- An HA determination that the unit is not in accordance with HQS because of the family size

- An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HA’s objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within 10 days. The notification of hearing will contain:

- The date and time of the hearing

- The location where the hearing will be held

- The family’s right to bring evidence, witnesses, legal or other representation at the family’s expense

- The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family’s expense, to obtain a copy of such documents prior to the hearing

The HA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing Agood cause" which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within 24 hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the HA's determination,

- Examine the documents in the file which are the basis for the HA's action,
  and all documents submitted to the Hearing Officer;

- Copy any relevant documents at their expense;

- Present any information or witnesses pertinent to the issue of the hearing;

- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and

- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified in advance if the family intends to be represented by legal counsel,
  advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who are HA management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. A document includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within 10 days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- AND
- The date the decision goes into effect.

The HA is not bound by hearing decisions:

Which concern matters in which the HA is not required to provide an opportunity for a hearing

- That conflict with or contradict to HUD regulations or requirements;
- That conflict with or contradict Federal, State or local laws; or
- Exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer’s determination within 10 days. The letter shall include the HA’s reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR ARESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice. After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigrations status for some members after exercising their appeal and hearing

rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the HA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Chapter 20

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance that they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection, and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the HA undertake an inquiry or an audit of a participating family arbitrarily. The HA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or Housing Choice Voucher, and other program rules.

- The HA staff will make every effort (formally, and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has responsibility to HUD, the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The HA will follow up on referrals from other agencies, companies or persons, which are received by mail, by telephone, or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

2. Internal File Review. A follow-up will be made if HA staff discovers (as a function of a certification and recertification, an interim redetermination, or a quality control review), that there is a discrepancy with statements made by the family.

3. Verification of Documentation. A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information, credit bureau reports, or reports from other agencies).

B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HA's expectation for cooperation and compliance.

2. Program Orientation Session. Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a certificate or Housing Choice Voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign an "Orientation Session Certification", to confirm that all rules and pertinent regulations were explained to them.

3. Resident Counseling. The HA will routinely provide participant counseling as part of every recertification interview, in order to clarify any confusion pertaining to program rules and requirements.

4. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents before signature.

5. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules, and to warn about penalties for fraud and abuse.

6. All family representatives will be required to sign a Tenant Verification Data Sheet (re)certification.

C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HA staff will maintain a high level of awareness to indications of possible abuse and fraud by assisted families.

1. Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, a random review of files will be conducted. Such reviews shall include, but not be limited to:

   - Assurance that verification of all income and deductions is present.
   - Changes in reported Social Security Numbers or dates of birth.
   - Authenticity of file documents.
   - Review of signatures for consistency with previously provided documents.

2. Observation. The HA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. Public Record Bulletins may be reviewed by Management and Staff.

4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or employment compensation benefits.

5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

   - When an allegation is received by the HA wherein unreported income sources are disclosed.

   - When a participant's expenditures exceed his/her income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HA staff will encourage all participating families to report suspected abuse to their Housing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Housing Specialist will not follow-up on allegations which are vague or otherwise non-specific. They will only review allegations that contain one of more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:

   - If the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

   - If the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroboration of complaints will be evaluated.

2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

E. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

5. Interviews with Head of Household or Family Members. The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product," and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among HA staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the investigation review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation, (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money, if any, is owed by the family.
- If the family is eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED.

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. An example of a Non-Compliance Violation is failure to appear at a pre-scheduled appointment.

   Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:

   - A description of the non-compliance and the procedure, policy, obligation which was violated.
   - The date by which the violation must be corrected, or the procedure complied with.
   - The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.
   - The consequences of repeated similar violations.

2. Procedural Non-Compliance-Overpaid Assistance. When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

   - A description of the violation and the date(s).
   - Any amounts owed to the HA.
   - A ten-day response period.
   - The right to disagree and to request an informal hearing with
     instructions for the request of such hearing.

3. Participant Fails to Comply with HA's Notice. If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance.

4. Participant Complies with HA's Notice. When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will document the meeting, and retain a copy in the family's file.

5. Intentional Misrepresentations. When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the HA, the HA will evaluate whether or not:

   a. The participant had knowledge that his/her obligations were wrong, and knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participants' signature on various certification, briefing certificate, Personal Declaration, and Things You Should Know are adequate to establish knowledge of wrong-doing.

   b. The participant willfully violated the family's obligations or the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

      - Admission by the participant of the misrepresentation.

- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts that were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged, or altered documents.
- That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

   a. Criminal Prosecution: If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

      - Refer the case to the local, State, or Federal Authorities, and terminate assistance.

   b. Administrative Remedies: The HA may:

      - Terminate assistance, and demand payment of restitution in full.
      - Permit continued assistance at the correct level, and execute an administrative repayment agreement in accordance with the HA's repayment policy.

5. The Case Conference for Serious Violations and Misrepresentations. When the HA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

   This conference will take place prior to any proposed action by the HA. The purpose of such conference is to review the information and evidence obtained by the HA with the participant, and provide the participant an opportunity to explain any documents or mitigating circumstances that the family may present. The family will be given 10 days to furnish any mitigating evidence.

   A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

   a. The duration of the violation and number of false statements.

   b. The family's ability to understand the rules.

   c. The family's willingness to cooperate and to accept responsibility for its actions.

d. The amount of money involved.

e. The family's past history.

f. Whether or not criminal intent has been established.

g. The number of false statements.

6. Notification to Participant of proposed action. The HA will notify the family of the proposed action no later than 10 days after the case conference by mail.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustments.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFP	Certificate of Family Participation
CFR	Code of Federal Regulations. Commonly referred to as “the regulations”. The CFR is the compilation of Federal rules that are first published in the Federal Register and they define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
CR	Contract Rent
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HA	Housing Agency
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	U. S. Department of Housing and Urban Development or its designee

HURRA	Housing and Urban/Rural Recovery Act of 1983
HV	Housing Choice Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MR	Minimum Rent
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RLA	Request for Lease Approval (see also RFLA)
RFLA	Request for Lease Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA.	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ABSORPTION. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY A PROJECT RESERVE). Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during a HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly Operating Reserves). Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and the HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT. (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

AAS-PAID STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CERTIFICATE OF FAMILY PARTICIPATION. A Certificate issued by the PHA under the Section 8 Rental Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

CERTIFICATE OR HOUSING CHOICE VOUCHER HOLDER. A family holding a Housing

Choice Voucher or certificate with unexpired search time.

CERTIFICATE PROGRAM. Rental certificate program.

CHILDCARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for
a household member to further his/her education.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or Housing Choice Voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY. The maximum annual payment by HUD to a HA for a funding increment.

CONTRACT RENT. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABLED PERSON. A person who is any of the following:

(1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

(2) A person who has a physical, mental, or emotional impairment that:
   (i) Is expected to be of long-continued and indefinite duration;
   (ii) Substantially impedes his or her ability to live independently; and
   (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISPLACED PERSON. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

(1) Drug-trafficking; or

(2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age or a Disabled Person as defined in this section or a Handicapped Person as defined in this section or may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the HA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the HA under prescribed conditions, and is used in determining the initial contract rent. In the Housing Choice Voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

EXTREME LOW INCOME FAMILY. Family whose income is 30 percent of the area median income.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register in accordance with 24 CFR part 882.

FAMILY. The applicant must qualify as a family as defined by the HA.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FMR/EXCEPTION RENT LIMIT. The section 8 existing housing fair market rent published by HUD headquarters or any exception rent. In the certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit

or for the family unit size). In the Housing Choice Voucher program the HA may adopt a payment standard up to the FMR/exception rent limit.

FOSTER CHILDCARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

FUNDING INCREMENT. Each commitment of budget authority by HUD to a HA under the consolidated annual contributions contract for the HA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

HANDICAP ASSISTANCE. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

(1) Is expected to be of long-continued and indefinite duration;
(2) Substantially impedes his or her ability to live independently; and
(3) Is of such a nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT. (See Housing Assistance Payments contract.)

HARDSHIP (MINIMUM RENT) EXEMPTION. Financial hardship status (suspension) will be granted on the first of the following month of the reported change. Upon request to families for a period of 90 days, pending verification in the following cases:

(1) The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program, due to no fault of the family;
(2) The family would be evicted as a result of the imposition of the minimum rent.
(3) The income of the family has decreased due to changed circumstances, including loss of employment; or
(4) The death of a family member, which has attributed to a financial hardship for the family;
(5) Other circumstance determined by HUD or the responsible party;

The HA will promptly investigate and verify the family’s request for a hardship exception, to determine if it is short term or long term. Verified short-term hardship exception minimum rent is suspended for 90 days and is accompanied by a reasonable repayment agreement, after the expiration of the 90 days grace period. Failure to comply with the repayment agreement will result in the family’s termination of their Section 8 Housing Choice Voucher assistance. Long term hardship circumstance will last for more than 90 days and does not require a repayment agreement.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and

financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term HPHA includes an Indian housing authority (IHA). (HPHA and HA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a HA. The total assistance payment consists of:

(1) A payment to the owner for rent to owner under the family's lease.

(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Reimbursement Payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian

Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

(1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
(2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low-income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

The Section 8 Certificate and Housing Choice Voucher program have an Addendum to Lease that has mandatory language which must be incorporated into any lease the HA uses. The Addenda are different for the Certificate and Housing Choice Voucher Programs.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

(1) Is determined to be essential to the care and well-being of the person.
(2) Is not obligated for the support of the person.
(3) Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the HA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance

premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINIMUM RENT. A family must pay the greatest of 30 percent of monthly adjusted income, 10 percent of monthly income, or any minimum rent of up to $ 50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT. A family that has been admitted to the HA’s certificate program or Housing Choice Voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD. The amount used to calculate the housing assistance a family will receive in the HA’s Housing Choice Voucher Program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term HPHA includes an Indian housing authority (IHA). (HPHA and HA mean the same thing.) In this rule, an HPHA is referred to as a housing agency (HA).

RANKING PREFERENCE. A preference used by the HA to select among applicant families that qualify for federal preference.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. This is called Contract Rent in the Certificate Program and Rent to Owner in the Housing Choice Voucher Program. It is the total amount of rent payable to the owner by the family and the HA per month for an assisted unit.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

(1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

(2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

(3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or

(4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

(5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

(6) A Public Housing Project.

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Housing Choice Voucher Program, Tenant Rent is Rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations, this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Housing Choice Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

WAITING LIST. A list of families organized according to HUD regulations and HA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an AAS-PAID@ basis. It is not used for the Housing Choice Voucher Program.

(1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
(2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the

household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor national of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the HA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or Aco-heads.@ ACo-head@ is a term recognized by some HUD programs, but not by public and Indian housing programs.

Section 8 Homeownership Program
Addendum to Section 8 Administrative Plan

1. Introduction

The Section 8 Homeownership Program of the Housing Authority of the City of High Point ("HPHA") permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting a unit. The Section 8 Homeownership Program provides direct mortgage and housing expense subsidies to families who are participating in HPHA's Section 8 Homeownership Program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24 CFR Part 982.

The number of families who may receive the First Mortgage Payment Assistance is limited to the number of Section 8 vouchers assigned to HPHA.

2. Family Eligibility Requirements.

In order to be considered for participation in the Section 8 Homeownership Program, an applicant must first be admitted to HPHA's Section 8 Housing Choice Voucher Program. The requirements are as follows:

a. Income Eligible. The applicant's family income must be between 35% and 80% of area median income ("AMI"); however, with respect to eligible Relocatees of the Springfield Townhomes, now known as Spring Brook Meadows, seeking to return to the Spring Brook Meadows HOPE VI development, the income minimum will be extended down to 25% of AMI.

b. United States Citizen or a Non-Citizen Who Has Eligible Immigration Status.[1]

[1] 24 CFR Part 5.

c. Qualify as an "Eligible Family". HUD defines an eligible family[2] as including a competent adult who is at least eighteen (18) years of age or has been declared emancipated by Court order or by virtue of North Carolina law, and satisfying one of the following conditions:

(1) A family, with or without children, that consists of two or more persons related by blood, marriage, or operation of law (such as foster children, adopted children, and kinship arrangements), or two or more persons sharing residency whose income and resources are available to meet the family's needs, or two or more people who evidences a stable relationship over a period of time (not less than twenty-four (24) months);

(2) An elderly family whose head of household, spouse, or sole member is at least 62 years of age; two or more persons who are at 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides;[3]

(3) A near elderly family whose head of household, spouse, or sole member is at least 50 years of age but less than 62 years of age; two or more persons who are at least 50 years of age but less than 62 years of age living together; or one or more persons who are at least 50 years of age but less than 62 years of age living with one or more live-in aides;

(4) A disabled family whose head of household, spouse or sole member is a person with disabilities.[4] It may include two or more persons with disabilities

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[2] With respect to eligible families, HPHA shall approve a live-in aide as a reasonable accommodation for a family member with a disability or to care for a family member who is at least 50 years of age. Children who are temporarily away from home, because of placement in foster care, for example, are considered family members.

[3] Live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) Is determined to be essential to the care and well-being of the persons; (2) Is not obligated for the support of the persons; and (3) Would not be living in the unit except to provide the necessary supportive services.

[4] A person with disabilities is a person who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes his or her ability to live independently; and (c) is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001.

For purposes of qualifying for low-income housing, a disabled person does not include a person whose disability is based solely on any drug or alcohol dependence. Furthermore, for purposes of reasonable accommodation and program accessibility for persons with disabilities, please refer to 24 CFR Section 8.3.

living together, or one or more persons with disabilities living with one or more live-in aides;

(5) A displaced family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws;

(6) The remaining member of a HPHA tenant family; or

(7) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a HPHA tenant family.

d. First-Time Homeowner. A first-time homeowner is defined as:

(1) A family in which no member who intends to be an owner, has owned or presently has any ownership interest in a residence during the three (3) years before commencement of homeownership assistance;

(2) A single parent or displaced homeowner who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

(3) A cooperative member, which is defined as a family of which one (1) or more members owns membership shares in housing owned by a corporation or association, where a member of the corporation or association has the right to reside in a particular unit and to participate in management of the housing.

(4) A family in which a family member has a disability and use of the homeownership option is necessary as a reasonable accommodation.

e. Minimum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance shall not be less than the federal minimum hourly wage multiplied by 2,000 hours or 35% of the AMI (25% for eligible Springfield Townhomes, now known as Spring Brook Meadows, Relocatees with respect to the Spring Brook Meadows HOPE VI development only) if greater. Except for an elderly family or a disabled family, HPHA must not include in annual income any welfare assistance received by the family for the purpose of meeting the minimum income requirements. However, welfare assistance shall be included

when determining income eligibility for admission to the Section 8 Housing Choice Voucher Program; the amount of the family's total tenant payment (gross family contribution); and the amount of homeownership assistance payments on behalf of the family. For an elderly family or a disabled family, welfare assistance is considered annual income for purposes other than the determination of whether a family initially qualifies for homeownership assistance.

f. Maximum Income Requirement. Annual income of the adult family members who will own the home at commencement of homeownership assistance must not be more than 80% of the AMI.

g. Employment Requirements One (1) or more adult family members who will own the home at commencement of homeownership assistance is currently employed full-time, i.e. not less than an average of thirty (30) hours per week, and has been continuously employed for the previous year before HPHA begins the direct mortgage and housing expense subsidies (Section 8 homeownership assistance) on behalf of the family. HPHA shall determine whether and to what extent interruptions are considered to break continuity of employment during the year. HPHA shall count successive employment during the year, and may count self-employment in a business.

Employment requirements are not applicable to an elderly family or a disabled family. If a family other than an elderly or a disabled family includes a person with disabilities, HPHA shall grant an exemption for the employment requirement if it determines that an exemption is needed as a reasonable accommodation so that the Homeownership Program is readily accessible to, and usable by, persons with disabilities.

h. Capacity to Assume Financial Responsibilities of Homeownership. The applicant must have "capacity to assume the financial responsibilities of homeownership. HPHA considers an applicant to have the capacity to assume financial responsibility of homeownership if the applicant meets the following conditions:

(1) The applicant's projected mortgage payment (principal and interest), plus insurance, property taxes, utilities and other recurring homeownership costs not exceed the sum of 35% of adjusted income and any subsidy available for such payments;

(2) The applicant has in hand, or a savings plan has been approved by HPHA, to acquire the required Down Payment; and

(3) The applicant has an approved plan to remove debt and credit issues if such issues hinder the acquisition of the required First Mortgage.

i. No Default on a Mortgage Securing Debt to Purchase a Home.

j. Satisfactorily Complete the Pre-Assistance Homeownership Counseling Classes.

k. Current in all Lease Obligations. The applicant must be current in lease obligations for a period of six (6) months prior to purchase of a qualified unit. HPHA may provide a remedy so the applicant may cure a default.

l. Satisfactory Criminal Background Checks. The criminal background checks of all members of the household who are sixteen (16) years of age and older must be satisfactory and consistent with the Administrative Plan of HPHA.

m. Satisfactory References. The applicant must have satisfactory references from present and past landlords.

n. Family has Obtained a Contract of Sale. Requirements of the contract of sale are as follows:

(1) Specifies the price and other terms of sale;

(2) Provides that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser and approved by HPHA;

(3) Provides that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

(4) Provides that the purchaser is not obligated to pay for any necessary repairs or discrepancies;

(5) Contains a certification from the seller that he/she/it has not been debarred, suspended, or subject to a limited denial of participation in any HUD program.

o. No Outstanding Obligations. The applicant and members of the applicant's family shall have satisfied any outstanding debt owed to HPHA or any other Public Housing Authority.

3. Eligible Unit.

Section 8 homeownership assistance may be used to purchase a

unit in HPHA's jurisdiction (or another jurisdiction pursuant to the portability requirements discussed in Section 10 below) that qualifies as an "eligible unit," as determined by HPHA. An eligible unit must, at a minimum, satisfy the following:

a. Be under construction or already in existence at the time HPHA determines the family is eligible to receive Section 8 homeownership assistance for that unit;

b. Be a one-unit property or a single dwelling unit in a cooperative or condominium;

c. Have a satisfactory inspection by an HPHA inspector and an independent inspector selected by the purchasing family; and

d. Satisfy the Housing Quality Standards ("HQS") inspection.

4. <u>Family Participation Requirements</u>.

a. <u>General Requirements</u>. Following admission to the Section 8 Homeownership Program, the participating family shall do the following:

(1) Supply true and accurate information that HPHA and/or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

(2) Enter into a written agreement with HPHA acknowledging that the participant and participant's family will comply with the Section 8 obligations

(3) Complete the homeownership counseling program approved by HPHA.

(4) Submit a Contract for Sale for the purchase of the home to HPHA for its approval.

(5) Submit the first mortgage documents, including but not limited to the Warranty Deed, Deed of Trust and Promissory Note, to HPHA for approval.

(6) Complete (close) the purchase of its home within six (6) weeks after contract execution or construction completion, the later thereof, unless otherwise extended by HPHA.

(7) Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

(8) Establish citizenship or eligible immigration status.[5]

(9) Disclose and verify social security numbers of family members.

(10) The family is responsible for HQS violation(s) caused by the family or a person under the family's control.

(11) The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

(12) The family shall notify HPHA prior to vacating the unit.

(13) The family shall use the unit as the family's only residence.

(14) The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

(15) The family must promptly inform HPHA if a family member vacates the unit.

(16) Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

(17) The family shall not sublease or assign the unit.

(18) The family shall supply information or certification requested by HPHA regarding absence from the unit.

(19) Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

[5] Please refer to 24 CFR 5 Subpart E regarding documents required to establish citizenship or eligible immigration status and HUD's requirements regarding delay, denial or termination of assistance.

(20) Family members shall not engage in any drug-related or violent criminal activity.

(21) The family shall comply with the terms of the First and Second Mortgages, as applicable.

(22) The family shall not transfer or sell the home to anyone other than a member of the assisted family while receiving Section 8 assistance.

(23) The family shall not obtain an ownership interest in another home while receiving Section 8 assistance.

(24) The family shall not refinance or add debt secured by the home without the prior written approval of HPHA.

5. Identifying & Purchasing Unit.

a. Identifying Unit. Upon being accepted into the Section 8 Homeownership Program, a family shall have six (6) months to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to HPHA. For good cause, HPHA may extend the family's time to locate the home for additional thirty (30) day increments. Please refer to Section 6(b)(3) below for further discussion.

(1) Rental Assistance. If the family was receiving Section 8 rental assistance prior to its acceptance into the Section 8 Homeownership Program, the family's rental assistance may continue while the family is searching for a unit to purchase pursuant to the Administrative Plan.

(2) Rental Assistance Following Termination of Search. If a family is unable to locate a unit within the time required by HPHA's Section 8 Homeownership program requirements, the family's Section 8 rental assistance shall continue unless otherwise terminated in accordance with the Administrative Plan.

b. Purchasing Unit. Once a home is located and a sales agreement, approved by HPHA, is signed by the family, the family shall complete (close) the purchase of its home within six (6) weeks after contract execution or construction completion, the later thereof, unless otherwise extended by HPHA. Please refer to Section 6(c) below for further discussion.

c. Failure to Complete Purchase. If a Section 8 participant is unable to purchase the home within the time permitted by HPHA,

Section 8 rental assistance shall continue unless otherwise terminated in accordance with the Administrative Plan. The family may not re-apply for the Section 8 Homeownership Program until it has completed an additional year of participation in the Section 8 housing choice voucher program following its initial determination of their eligibility for the homeownership option.

6. Home Ownership Counseling Program.

a. General Statement. HPHA shall have individual counseling and group education for participants in the Homeownership Program consistent with HUD requirements. Individual counseling shall assist the individual participants, in determining eligibility and financing capacity, in determining the specific type of financing assistance needed for their specific condition, and in developing and implementing a plan for qualifying for and closing the home purchase. The counseling will include working with the prospective private lender. After receiving the initial application from the family, HPHA will assign a Case Manager/Counselor (collectively referred to "Case Manager") to the applicant who will carry out this function through the closing of the property sale. Thereafter, the Case Manager will periodically (at least annually) review the family's mortgage payment and assist in resolving delinquencies or other financial problems.

At the initial meeting with a family selected to participate in the Homeownership Program, the assigned Case Manager shall provide an oral briefing with information on the specific subsidy program(s) that have been selected, how it/they work(s), and the family's responsibilities. If the family currently lives in a high poverty census tract in the HPHA's jurisdiction, the Case Manager shall discuss the advantages of moving to an area that does not have a high concentration of poor families. In addition, the Case Manager shall give the family information regarding:

(1) How HPHA determines the amount of the housing assistance payment, including the Payment Standard and the total tenant payment.

(2) HPHA subsidy standards, including when the HPHA will consider granting exceptions.

(3) HUD brochure on how to select housing.

(4) Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form. If the family claims that illegal discrimination because of race, color, religion, sex, national origin, age, family status or disability prevented the family from finding suitable housing with assistance under the program, HPHA must give the family information on how to fill out and file a housing discrimination complaint.

(5) List of parties who are prepared to help the family find a home.

(6) Accessible housing known to HPHA that may be available, if the family includes a disabled person.

(7) Family obligations.

(8) HPHA's informal hearing procedures.

In addition to the individual counseling, HPHA will sponsor classroom sessions for groups of participants. The curriculum shall be designed so that the classroom session may be completed in no more than one (1) year. The topics to be covered shall be, at a minimum, the following:

(9) Home maintenance, including care of the grounds.

(10) Budgeting and money management.

(11) Credit counseling.

(12) How to negotiate the purchase price of a home.

(13) How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing, types of subsidies available and associated qualifications and obligations.

(14) How to find a home, including information on homeownership opportunities, schools, and transportation in the HPHA jurisdiction.

(15) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas.

(16) Information on fair housing, including fair housing lending and local fair housing enforcement agencies.

(17) Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

b. Pre-Purchase/Pre-Homeownership Assistance Counseling.

(1) Eligibility Determination: HPHA's staff shall conduct an interview with each applicant to review income, employment, credit history and other information relevant to the program's eligibility criteria and defined preferences. Participants must sign a "Family Obligations Agreement" which outlines the program requirements, including both pre-purchase obligations and requirements throughout the term of homeownership assistance. If the applicant meets the basic requirements of the program, he/she will be referred to a Case Manager.

(2) Homebuyer Counseling/Education: The Case Manager shall explain the Homeownership Program as delineated in the Counseling Section of HPHA's Homeownership Program. The Case Manager shall evaluate the applicant's homeownership potential, review the credit report, and complete an initial "buying power" determination based on current lender's standards and HPHA subsidy programs. The Case Manager and the applicant will develop an action plan that outlines the steps necessary to become "mortgage ready." Depending on the specific needs and abilities of the participant, they will enroll in a pre-defined homebuyer education course as defined in the Counseling Section of this Homeownership Program, and be assigned to a permanent Homeownership Counselor.

At a minimum, the homebuyer education course shall include the topics required by the Homeownership Program. After a loan is approved, the participants will attend a final pre-purchase counseling session which will review the specific requirements of the subsidy program, mortgage note, deed of trust, compliance agreement and other related documents. The Counselor will make monthly participant progress reports to HPHA.

(3) Home Selection: The participants are required to complete the homebuyer counseling and/or education course and become "mortgage ready" before beginning to search for a home. This requirement is intended to give participants ample time to learn from the class how to select a real estate agent and mortgage lender, details on fair housing and predatory lending and what to look for in a new home. Similarly, HPHA should assist participants in identifying the price ranges of homes they will be able to afford. Realtors shall be permitted to earn a fee that is consistent with local market standards and approved by HPHA for referring qualified buyers who purchase a home.

Periodically, as determined by HPHA, participants could be asked to submit a "Finding and Financing a Home Progress Report". HPHA will also require participants to attend regular meetings with a Case Manager to review the status of their action plans. In an effort to facilitate the home selection process, HPHA may engage local real estate professionals, educate them on the rules and parameters of the HPHA Homeownership Program and maintain a list of professionals who have received the education and/or worked with the program. Although they may not insist that certain professionals be solicited, participants might benefit greatly from this list.

c. Counseling During Home Purchase

(1) Contract Negotiation: As a participant locates a home and prepares an offer to purchase, he/she should consult the assigned Case Manager. The Case Manager should review all related documents and advise the participant throughout the contract and purchase price negotiations. The Case Manager shall review and, if appropriate, approve all contracts on behalf of HPHA. Each sales contract must include an addendum that describes the additional steps and approvals required by the Homeownership Program. Items that must be included in the contract addendum are as follows:

(i) Sales contracts are subject to HPHA approval;

(ii) HPHA purchase approval is pending independent inspection and an HQS inspection;

(iii) Prior to purchase approval, seller must correct all HQS deficiencies;

(iv) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

(2) Loan Processing and Approval: Similar to Home Selection and Contract Negotiation described above, while participants bear the ultimate responsibility

for securing financing for their homes, HPHA and/or its partners will likely play an integral role in guiding participants through the loan process. HPHA, without steering participants to certain lenders, is permitted to provide a list of lenders or loan products that are compatible with the Homeownership Program. HPHA must review and approve all loan agreements before they can be finalized.

(3) Property Inspections: Each home must pass two separate inspections: (1) an independent, professional inspection and (2) a HQS inspection. Participants are responsible for the cost of the independent inspection. HPHA shall provide the HQS inspection, as it would through its rental-housing program.

In order to protect participants from unnecessary frustration and expenses, HPHA shall conduct the HQS inspections early in the home selection process, at least prior to the independent inspections; this is intended to prevent participants from incurring costs to inspect homes that will eventually fail to meet the Program's requirements. HPHA is only required to use HQS but might find that future repair needs and other issues would be better identified with a more rigorous set of standards, which also is intended to further protect participants.

(4) Loan Closing: Once financing is secured and approved by HPHA, all inspections are conducted and required repairs completed, HPHA then approves the loan closing and the home purchase. HPHA may choose to control the timing and location of the closing and ensure that a Case Manager is present to offer guidance and support to participants on this often overwhelming day.

d. Post-Closing Counseling.

(1) Post-Purchase Counseling: The participant is required to continue counseling in the post-purchase program. Post-purchase counseling concentrates on a review of basic home maintenance, household budgeting and loan default prevention. In addition, HPHA requires at least semi-annual review of participants during the first three (3) years of homeownership and post-purchase counseling as determined by the Case Manager. HPHA requires notification by the lender of all delinquent loan payments.

(2) On-Going Re-Certification & Property Inspections: The participant's income and employment are re-certified annually. HPHA will also adjust payment standards annually, based on changes in Fair Market Rent and other local market fluctuations. Each time a participant's income is re-certified, the subsidy may increase or decrease. Depending on the structure of the housing

financing, this might affect the source of payments for the loan.

7. Property Inspection & Contract of Sale.

a. Property Inspection. Each home must pass two (2) separate inspections: (1) an independent, professional inspection and (2) a HQS inspection as a condition precedent to HPHA's approval of the purchase. Please refer to Sections 6(c)(1) and 6(c) (3) above for additional discussion regarding the property inspection requirement.

b. Contract of Sale. Prior to execution of the offer to purchase or sales agreement, the financing terms for the purchase of the property must be provided by the family to HPHA for approval. The sales agreement must provide that: (i) Sales contracts are subject to HPHA approval; (ii) HPHA purchase approval is pending independent inspection and an HQS inspection; (iii) Prior to purchase approval, seller must correct all HQS deficiencies; (iv) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

8. Financing & Affordability.

a. Sales Price. In order to maintain the value of the property to be purchased as well as that of the surrounding community, HPHA shall sell its homeownership units, including the homeownership units for the appraised value. For participants who purchase homes in the private market, the sales price shall be negotiated between the buyer and seller and shall be subject to HPHA's approval.

b. Down Payment. All families participating in the Section 8 Homeownership Program shall be required to contribute $1,000 from their own funds or 1% of the sales price, whichever is greater, to the Down Payment on the unit to be purchased.

c. First Mortgage Requirement. All eligible families shall obtain a First Mortgage from a private lender based on their income, credit, debt and other underwriting criteria established by the lender. All financing must be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards. If the First Mortgage is financed with FHA, VA or other mortgage insurance, such financing is also subject to its mortgage insurance requirements.

(1) HPHA shall review lender qualifications and the loan terms for the First Mortgage and must approve prior to authorizing assistance based on the following criteria:

(a) HPHA may disapprove proposed financing, refinancing or other debt if it determines that the debt is unaffordable. In no case shall the out of pocket housing expenses exceed the lesser of (1) 35% of the family's adjusted income as defined in 24 CFR Part 913, or (2) the maximum mortgage amount as determined by HPHA and the approved lender based on the lender's underwriting criteria.

(b) HPHA may disapprove proposed financing, refinancing or other debt if it determines that the lender or loan terms do not meet HPHA qualifications. HPHA may take into account other family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by HPHA in making its determination.

(c) HPHA shall require that financing for the purchase of a home under the Homeownership Program be provided, insured, or guaranteed by state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.

(d) The loan amount shall not exceed the appraised value less the buyer's Down Payment.

d. Second Mortgage Assistance Program In an effort to make homeownership a viable option for qualified families, the family admitted to the Section 8 Homeownership Program may also be eligible for a deferred Second Mortgage in an amount sufficient to make the unit affordable for the target market. The Second Mortgage shall be at no interest and forgiven at a rate of 1/168 per month starting six (6) years from the date of sale. At the end of the 20th year, the balance of the Second Mortgage shall be completely forgiven. The Second Mortgage will not be repaid to HPHA unless the homeowner sells or refinances the home before the expiration of twenty (20) years. Please refer to HPHA's Homeownership Program, adopted on September 11, 2002, for a more thorough discussion of the Second Mortgage Assistance Program, including but not limited to: eligibility requirements, family obligations, refinancing, resale, etc.

e. Section 8 Homeownership Assistance. The Section 8 Homeownership Program provides direct mortgage and housing expense subsidies to families who are participating in HPHA's Section 8 Homeownership Program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24 CFR Part 982. The eligible family who has been approved and selected as a Section 8 Homeownership participant shall enter into a written agreement with HPHA that it will comply with all of the obligations of the Section 8 Homeownership Program.

(1) Monthly Payment. HPHA's monthly payment is the lower of the Payment Standard minus the total tenant payment, or the family's monthly homeownership expenses minus the total tenant payment.

(a) Payment Standard. The Payment Standard for a family is the lower of the Section 8 payment standard for the family unit size, and the Payment Standard for the size of the home. When there is a difference between the Payment Standard at the commencement of homeownership assistance for occupancy of the home, and the Payment Standard at the most recent regular re-examination of family income and composition since the commencement of homeownership assistance for occupancy of the home, the greater Payment Standard shall prevail.

The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. HPHA will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

HPHA uses the same Payment Standard schedule, Payment Standard amounts, and subsidy standards for the Section 8 Homeownership Program as that for the rental voucher program.

(b) Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by HPHA to cover:

(1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

(2) Real estate taxes and public assessments on the home;

(3) Home insurance;

(4) HPHA allowance for maintenance expenses;

(5) HPHA allowance for costs of major repairs and replacements;

(6) HPHA utility allowance for the home; and

(7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 CFR Part 8.

(c) Homeownership expenses for a cooperative member may only include amounts allowed by HPHA to cover:

(1) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

(2) Principal and interest on initial debt incurred to finance the purchase of cooperative membership shares and any refinancing of such debt;

(3) Home insurance;

(4) HPHA's allowance for maintenance expenses;

(5) HPHA's allowance for costs of major repairs and replacements;

(6) HPHA utility allowance for the home; and

(7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 CFR Part 8.

(8) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

(d) Mortgage assistance payments shall be made directly to the mortgage lender on behalf of the family. If assistance payments exceed the amount due the lender, HPHA shall pay the excess directly to the family.

(e) Mortgage assistance payments will only be provided while the family resides in the home. If the family moves out of the home, HPHA will discontinue mortgage assistance payments commencing with the month after the family moves out.

(f) Changes in Income Eligibility. A family's mortgage assistance payments may be changed in the month following annual re-certification of the household income, but participation in the Section 8 Homeownership Program shall continue until such time as the assistance payment amounts to $0 for a period of six (6) consecutive months.

f. Compliance Lien(s).

(1) Upon purchase of a home, the family must execute documentation as required by HUD and/or HPHA, consistent with State and local law, securing HPHA's right to recapture the homeownership assistance in accordance with Section 7(d) above and Section 14 below. The lien(s) securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage, as determined by HPHA.

8. Continued Assistance Requirements.

In addition to the obligations referred to in HPHA's Homeownership Program, participants in the Section 8 Homeownership Program are required to do the following:

a. Supply true and accurate information that HPHA or HUD determines is necessary for the administration of the program including, but not limited to, signed certifications, releases, consent forms, and other documentation.

b. Attend, and supply any information requested for use in, all examinations or re-examinations of the family's income and composition.

c. Establish citizenship or eligible immigration status.[6]

d. Disclose and verify social security numbers of family members.

e. The family is responsible for HQS violation(s) caused by the family or a person under the family's control.

f. The family must allow HPHA to inspect the unit at reasonable times and after reasonable notice.

g. The family may not commit any serious or repeated violation(s) of the lease (if the family is in the lease-purchase phase if permitted by HPHA).

h. The family shall notify HPHA prior to vacating the unit.

[6] Please refer to 24 CFR 5 Subpart E regarding documents required to establish citizenship or eligible immigration status and HUD's requirements regarding delay, denial or termination of assistance.

i. The family shall use the unit as the family's only residence.

j. The family composition shall be approved by HPHA pursuant to HUD requirements. The family must promptly inform HPHA of an addition to family by birth, adoption or court order. Any other addition to the household must be pre-approved by HPHA.

k. The family must promptly inform HPHA if a family member vacates the unit.

l. Members of the household may engage in legal profit making activities in the unit only as an incidental use of the unit as a residence by the family.

m. The family shall not sublease or assign the unit.

n. The family shall supply information or certification requested by HPHA regarding absence from the unit.

o. Family members shall not commit fraud, bribery, or any other criminal act in connection with the Homeownership Program or any other federal, state or local housing assistance program.

p. Family members shall not engage in any drug-related or violent criminal activity.

q. The family shall comply with the terms of the First and Second Mortgages.

r. The family shall not transfer or sell the home to anyone other than a member of the assisted family while receiving Section 8 assistance.

s. The family shall not obtain an ownership interest in another home while receiving Section 8 assistance.

t. The family shall not refinance or add debt secured by the home without the prior written approval of HPHA.

9. Term of Assistance.

a. Maximum Term of Assistance. The maximum term of assistance is fifteen (15) years if the initial mortgage obtained to finance the purchase has a term of twenty (20) years or longer, or ten (10) years in all other cases. The maximum term shall apply to any family member who has an ownership interest during the time homeownership payments are made, or any family member who is the spouse of any member of the household who has an ownership interest during the time homeownership payments are made.

b. Exception. There is no maximum term of assistance for elderly families if the family qualifies as an elderly family at the commencement of homeownership assistance. There is also no maximum term of assistance for disabled families if, at any time during receipt of homeownership assistance, the family qualifies as a disabled family. However, if during the course of assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date assistance commenced. If the family ceases to qualify as a disabled or elderly family and is otherwise eligible to receive assistance, the family must be provided at least six (6) months of assistance after the maximum term becomes applicable.

10. Portability.

HPHA will permit portability of Section 8 homeownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 homeownership program for which the Section 8 homeownership applicant qualifies or the receiving jurisdiction authorizes HPHA to administer the homeownership assistance in its jurisdiction.

11. Move.

a. Move to new unit. A family receiving Section 8 homeownership assistance and in compliance with the requirements of the Section 8 program(s) may move to a new unit with continued tenant-based assistance in accordance either with voucher rental assistance or with voucher homeownership programs/requirements.

(1) General requirements.

(a) HPHA shall not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

(b) The family may not move more than one (1) time during a twelve (12) month period.

(c) In order to be permitted to receive continued Section 8 homeownership assistance, HPHA shall determine if the family continues to meet the requirements of the Section 8 homeownership Program. The following are not applicable to the determination process:

(1) The requirement for pre-assistance counseling; however, HPHA may require that the family complete additional counseling, before or after moving into the new eligible unit;

(2) The requirement that a family must be a first-time homeowner is not applicable.

(2) Denial. HPHA may deny permission to move with continued rental or homeownership Section 8 assistance as follows:

(a) Lack of Funding. HPHA determines that it does not have sufficient funding to provide continued assistance.

(b) Termination or Denial of Assistance. At any time HPHA may deny permission to move with continued Section 8 rental in accordance with the denial and/or termination procedures of the Section 8 Homeownership Program.

12. Denial & Termination of Assistance.

Denial of assistance for an applicant may include, but is not limited to, any or all of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to process or provide assistance under HPHA's portability procedures. Termination of assistance for a family may include, but is not limited to: refusing to enter into a HAP Contract or approve a lease, contract for purchase or First Mortgage, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

a. Except as required by Section 12(b) below, HPHA at any time *may* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family breaches the family obligations herein, the requirements of the Homeownership Program, or for reasons in accordance with HPHA policy as stated in the Administrative Plan of HPHA.

(2) Any family member has been evicted from federally assisted housing in the last five (5) years.

(3) Any family member has committed fraud, bribery, or any other criminal act in connection with any federal housing program.

(4) The family currently owes rent or other amounts to any public housing authority in connection with Section 8 or public housing assistance.

(5) The family has not reimbursed any public housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

(6) The family breaches an agreement with a public housing authority to pay amounts owed to the public housing authority.

(7) If a family participates in the Family Self-Sufficiency Program ("FSS") and fails to comply, without good cause, with the FSS contract of participation.

(8) Any family member has engaged in or threatened abusive or violent behavior toward HPHA personnel.

(9) If the family is a welfare-to-work family and willfully and persistently fails to fulfill its obligations under the welfare-to-work voucher program.

HPHA has discretion to consider the circumstances in each case. Discretionary factors that may be considered are seriousness of the case, extent of participation or culpability of individual family member(s), mitigating circumstances related to the disability of a family member, and effects of denial or termination of assistance on other family members. HPHA may require that the family members who participated in or were culpable for the action or failure no longer reside in the home in order for the other members of the family to continue receiving assistance. If the family includes a person with disabilities, HPHA's decision about such action is subject to consideration of reasonable accommodation.

If the reason to deny or terminate assistance is because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one (1) year before the date HPHA provides notice to the family of HPHA's determination to deny or terminate assistance. HPHA may not deny or terminate assistance if a family member demonstrates that he or she (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and (2) is recovering, or has recovered from such addiction and does not currently use or possess controlled substances, as required by HPHA.

HPHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the home. HPHA may deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such drug-related criminal activity or violent criminal activity, regardless of whether the family member has been arrested or convicted.

b. HPHA *shall* deny assistance for an applicant or terminate assistance for a participant for the following grounds:

(1) The family has been evicted from housing assisted

under the Program.

(2) If any family member fails to sign and submit consent forms for obtaining information requested in accordance with HUD regulations.

(3) The family fails to establish citizenship or eligible immigrations status of all members.[7]

(4) HPHA must terminate homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. HPHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, HPHA must deny such permission, if:

(a) The family defaulted on an FHA-insured mortgage; and

(b) The family fails to demonstrate that:

(i) The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and

(ii) The family has moved, or will move, from the home within the period established or approved by HUD.

c. Informal Review for an Applicant. Any applicant who has been denied Section 8 Homeownership assistance must be provided written notice of the decision denying assistance which shall (1) include a brief statement of the reasons for the decision and (2) inform the applicant if he or she has a right to request an informal review, pursuant to HPHA's Administrative Plan, as may be amended from time to time, by submitting a written request to HPHA within ten (10) calendar days of the notice. The informal review must be consistent with HUD requirements.

HPHA is not required to provide an informal review for discretionary administrative determinations of HPHA, general policy issues, class grievances, or HPHA's determinations involving:

- family unit size under HPHA's subsidy standards;
- refusal to extend or suspend a voucher term;
- refusal to grant approval of tenancy;

[7] Id.

· unit selected by family is not in compliance with HQS;

· unit is not in compliance with HQS because of family size or composition.

The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR 5 Subpart E.

d. Informal Hearing for a Participant.

In the event that HPHA decides to terminate the Section 8 Homeownership assistance received by a participant pursuant to this Homeownership Program, HPHA shall promptly provide "written notice" to the participant prior to termination of assistance that states: (1) the family's or person's obligations under the program, (2) the grounds on which HPHA terminated assistance, and (3) when the family may request an informal hearing if the family disagrees with the determination, pursuant to HUD regulations, HPHA's Administrative Policy and the Homeownership Program.

For families who are participating in the Homeownership Program, an opportunity for an informal review is mandatory when:

(1) The family's annual or adjusted income and the use of such income to compute the housing assistance payment (HAP) are in question. HPHA must notify the family that the family may ask for an explanation of the basis of HPHA's determination and promptly provide the family with the written notice described above.

(2) The utility allowance for tenant-paid utilities is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(3) The family unit size under HPHA subsidy standards is in question. HPHA must notify the family that the family may ask for an explanation of the basis of the HPHA determination and promptly provide the family with the written notice described above.

(4) A determination is made to terminate assistance because of the family's action or failure to act.[8]

(5) A determination to terminate assistance because the family's absence from the home has been longer than the maximum period permitted under HPHA policy and HUD rules.[9]

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[8] HPHA must provide the family with an opportunity for an informal hearing before it terminates assistance payments for the family under an outstanding HAP contract.

[9] Id.

When a hearing is required, HPHA must proceed with the hearing in a reasonably expeditious manner upon the family's request. Before the hearing, the family must have an opportunity to examine and copy (at the family's expense) any HPHA documents that are directly relevant to the hearing. If HPHA does not make any document available, HPHA cannot rely on such document(s) at the hearing. HPHA shall be given the opportunity to examine at its offices and copy (at HPHA's expense), before the hearing, any family documents that are directly relevant to the hearing. If the family does not make any document available, the family cannot rely on such document(s) at the hearing.

At its own expense, the family may be represented by a lawyer or other representative. HPHA may designate a Hearing Officer to conduct the hearing, other than a person who made or approved the decision under review, or a subordinate of such person. The Hearing Officer shall regulate the conduct of the hearing and issue a written decision, stating briefly the reasons for the decision. HPHA and the family must be given an opportunity to present evidence and question witnesses. Neither federal nor state rules of evidence are applicable.

HPHA is not bound by a hearing decision regarding 1) a matter in which HPHA is not required to provide an opportunity for an informal hearing, 2) a matter that is contrary to HUD regulations, or 3) a matter that is contrary to federal, state or local law. If HPHA determines that it is not bound by a hearing decision, it must promptly notify the family of the determination and HPHA's reasoning.

The process described above does not address the informal hearing provisions for the denial of assistance on the basis of ineligible immigration status. Such provisions are contained in 24 CFR Part 5.

13. Administrative Fees. For each month that Section 8 homeownership assistance is paid by HPHA on behalf of the family, HPHA shall be paid the ongoing administrative fee described in 24 C.F.R. §982.152(b) and 24 C.F.R. §982.639.

14. Recapture.

HPHA shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home as follows:

a. The recapture amount upon the sale of the home is the lesser of scenarios (1) and (2) below:

(1) The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

(2) The difference between the sales price and Purchase Price of the home, less costs of any capital expenditures, costs incurred by the family in the sale of the home (such as sales commission and closing costs), the amount of the difference between the sales price and Purchase Price that is being used towards the purchase of a new home, and any amounts that have been previously recaptured.

b. The recapture amount upon the refinancing of the home is the lesser of (1) and (2) below:

(1) The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).

(2) The difference between the current mortgage debt and the new mortgage debt, less costs of any capital expenditures, costs incurred by the family in the refinancing of the home (such as closing costs), and any amounts that have been previously recaptured as a result of refinancing.

VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED ASSISTANCE
PUBLIC HOUSING CERTIFICATIONS
24 CFR PART 972

Pursuant to the instructions as provided in the Public Housing Agency (PHA) Plan Desk Guide, Section 3.11, Component Ten: Conversion of Public Housing,

3.11.2, Subcomponent B

a. How many of the PHA's developments are subject to the Required Initial Assessments?

   13

b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions?

   2

c. How many assessments were conducted for the PHA's covered developments?

   13

d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Project Number	No. of Units
Clara Cox Homes	NC006001	140
Daniel Brooks Homes	NC006002	172
Carson Stout Homes	NC006004	160
Beamon Courts	NC006005	60
J C Morgan Courts	NC006006	96
Juanita Hills Apts	NC006009	140
Scattered Sites	NC006012	36
Scattered Sites	NC006013	43
Daniel Brooks Annex II	NC006015	28
Scattered Sites	NC006017	18
Scattered Sites	NC006018	4
Deep River Homes	NC006019	38
Scattered Sites	NC006020	29
Total	13	964

e. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

   Not Applicable

VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED ASSISTANCE
PUBLIC HOUSING CERTIFICATIONS
24 CFR PART 972

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006001*
Project Name: *Clara Cox Homes*
Project Address: *602 East Russell, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: _____ Date: January 17, 2003

Larry B. Raines
Interim Executive Director

VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED ASSISTANCE
PUBLIC HOUSING CERTIFICATIONS
24 CFR PART 972

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006002*
Project Name: *Daniel Brooks Homes*
Project Address: *1450 West St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: _____ Date: January 17, 2003

Larry B. Raines
Interim Executive Director

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006004*
Project Name: *Carson Stout Homes*
Project Address: *1900 Fern St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006005*
Project Name: *Beamon Courts*
Project Address: *Leonard & Price St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006006*
Project Name: *J C Morgan Courts*
Project Address: *Anaheim, Dartmouth & Brockett St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006009*
Project Name: *Juanita Hills Apts*
Project Address: *2701 Annmoore Cr, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006012*
Project Name: *Scattered Sites*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006013*
Project Name: *Scattered Sites*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006015*
Project Name: *Daniel Brooks Annex II*
Project Address: *300 Henley St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006017*
Project Name: *Scattered Sites*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006018*
Project Name: *Scattered Sites*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006019*
Project Name: *Deep River Homes*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

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Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No. *NC006020*
Project Name: *Scattered Sites*
Project Address: *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development’s operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:

  - ❑ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

  - ❑ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

Necessary conditions for voluntary conversion:

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;

- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and

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Signature: _____ Date: January 17, 2003

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Interim Executive Director