

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

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# PHA Plans

5 Year Plan for Fiscal Years 2003 - 2007  
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**

## PHA Plan Agency Identification

**PHA Name:** Fargo Housing and Redevelopment Authority

**PHA Number:** *ND014*

**PHA Fiscal Year Beginning:** *JANUARY 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)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2003 - 2007**

[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.
- X The PHA's mission is: (state mission here)  
Provide affordable and quality housing, services and opportunities to low income and special needs families and ensure program integrity by all program participants.

**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.**

- X PHA Goal: Expand the supply of assisted housing  
Objectives:
- X Apply for additional rental vouchers:
  - Reduce public housing vacancies:
  - X Leverage private or other public funds to create additional housing opportunities:
  - X Acquire or build units or developments
  - Other (list below)
- X PHA Goal: Improve the quality of assisted housing  
Objectives:
- X Improve public housing management: (PHAS score)
  - X Improve voucher management: (SEMAP score)
  - X Increase customer satisfaction:
  - X Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
  - X Renovate or modernize public housing units:
  - Demolish or dispose of obsolete public housing:

- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

X PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other: (list below)

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

X PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)  
*Continue to provide supportive services to elderly/disabled tenants through our Ross grant.*

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

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

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Other: (list below)

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

- X PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
- X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - X 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:
  - X Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - Other: (list below)

**Other PHA Goals and Objectives: (list below)**

# 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.

**Attachment nd014a03**

## **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:**

- X Admissions Policy for Deconcentration
- X 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
- X FY 2003 Capital Fund Program 5 Year Action Plan
- X Public Housing Drug Elimination Program (PHDEP) Plan
- X Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

**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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
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
X	Consolidated Plan for the jurisdiction/s in which the PHA is	Annual Plan:

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	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	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	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 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> 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 X 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 X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies X 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 X check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures X 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
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an	Annual Plan: Capital Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	attachment (provided at PHA option)	
N/A	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	
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	
N/A	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	
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	
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 (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	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
N/A	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	2751	5	2	3	3	3	3
Income >30% but <=50% of AMI	2527	4	2	2	2	2	1
Income >50% but <80% of AMI	3092	1	1	1	2	2	1
Elderly	1793	5	2	2	3	2	1
Families with Disabilities	150	5	4	2	4	2	1
Race/Ethnicity							
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:
- 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 **8-1-2001-7-31-2002**      **152 Public**  
**183 Section 8**  
 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	1,086		335
Extremely low income <=30% AMI	880	81%	
Very low income (>30% but <=50% AMI)	206	19%	
Low income (>50% but <80% AMI)	N/A	N/A	
Families with children	453		
Elderly families	84		
Families with Disabilities	329		
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	598		
2 BR	345		
3 BR	116		
4 BR	22		
5 BR	5		
5+ BR			

## Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)? X No  Yes

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

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

- X Apply for additional section 8 units should they become available
- X 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

- 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:

- 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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	439,588	
b) Public Housing Capital Fund	931,494	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	4,503,987	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
PHDEP 2000	44,646	
PHDEP 2001	151,346	
CF 2002	584,098	
<b>3. Public Housing Dwelling Rental Income</b>	1,126,539	
<b>4. Other income (list below)</b>		
Laundry & Maintenance Charges	130,000	(cable 10, 115)
Roof Rents	61,590	
<b>4. Non-federal sources (list below)</b>		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
<b>Total resources</b>	7,973,288	

### **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: (state number)  
 When families are within a certain time of being offered a unit: **15-60 DAYS**  
 Other: (describe)

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  
 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?

- X PHA main administrative office
- X PHA development site management office
- X Other (list below) Community Service Agencies

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?

4

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? All

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

- X PHA main administrative office
- X All PHA development management offices
- X Management offices at developments with site-based waiting lists
- X 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
- X 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:

X 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)

- X Emergencies
- X Overhoused
- X Underhoused
- X Medical justification
- X Administrative reasons determined by the PHA (e.g., to permit modernization work)
- X Resident choice: (state circumstances below) **With appropriate transfer charges.**
- Other: (list below)

c. Preferences

1.X 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**)

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:

- X 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)

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.

1 Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)  
Victims of domestic violence  
Substandard housing  
Homelessness  
High rent burden

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 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)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers  
X 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)

- X The PHA-resident lease  
X The PHA’s Admissions and (Continued) Occupancy policy  
X 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)

- X At an annual reexamination and lease renewal  
X Any time family composition changes  
X At family request for revision  
 Other source (list)

**(6) Deconcentration and Income Mixing**

- a. X 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. X 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:
  
  - X Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:  
*14-4, 14-5, 14-7*
  
  - Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
  
  - Other (list policies and developments targeted below)
- d.  Yes X 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)

It is Fargo Housing & Redevelopment Authority’s policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The FHRA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

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

At this time we will encourage income mixing by:

1. Admitting families with higher incomes into Project ND 14-4 and ND 14-5.
2. Admitting families with lower incomes into Project ND 14-7.

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

X List (any applicable) developments below:

**14-4, 14-5**

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

X List (any applicable) developments below:

**14-7**

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) see step 4 at 903.2 ©(1)(iv)	Deconcentration policy (if no Explanation) see step 5 at 903.2©(1)(iv)
14-4	28	84%	Families above the overall average will be admitted to 14-4, 14-5 until they achieve over 85% average income.
14-5	26	82%	
14-7	40	122%	Families under the overall average will be admitted to 14-7 until they reach under 115% of overall average income.

## 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
- X 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)
- X Other (list below)

North Dakota Applicant Screening Referral System

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

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

d. X 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)

X Criminal or drug-related activity

X Other (describe below)

Damage History..if requested

### **(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)

X 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)

X PHA main administrative office

X Other (list below) Community Service Agencies

### **(3) Search Time**

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

If yes, state circumstances below:

Large Hard to House Families

In-Patient Hospital stays

Ports

### **(4) Admissions Preferences**

a. Income targeting

Yes X 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.X 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**)

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) Disaster only

X 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)

X 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)

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.

1 Date and Time

Former Federal preferences

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

1 Victims of domestic violence

Substandard housing

Homelessness

High rent burden

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)  
Americorp Volunteers currently in service with the Fargo Housing Authority

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)  
Briefing Video

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

- Through published notices
- Other (list below)  
Community Service Providers

**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  
 \$1-\$25  
 \$26-\$50

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:  
 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

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
- X  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)
- 95<sup>th</sup> 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
- X  Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_600 per year\_\_\_\_\_
- Other (list below)

- 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)

## **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 below 100% 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
  - 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

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		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
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)
- (2) Section 8 Management: (list below)

## **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 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:

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

**Attachments nd014b03 FY 2003 CFP Annual Statement**

-or-

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

#### **(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. X 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-

- X 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)

**Attachment nd014c03**

## 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:
- 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:
- 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 X 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

YesX 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.)

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition	
3. Application status (select one)	
Approved	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission:	
5. Number of units affected: 45	
6. Coverage of action (select one)	
Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

**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.  X  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.

<b>Designation of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA’s Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	
<input type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
6. Number of units affected:	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> 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?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> 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)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> 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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Madison Area Scattered site 1b. Development (project) number: ND 014-3
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) 01/15/2000
5. Number of units affected: 40 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> 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:

## **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:

X 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? 12/04/2000

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

- X Client referrals
- X Information sharing regarding mutual clients (for rent determinations and otherwise)
- X 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)

- X 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
- X 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

X 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. )

<b>Services and Programs</b>				
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)
<i>Entrepreneurship for Single Parents and Minorities</i>	20	<i>Resident sign up- Public Housing/ Section 8/ community wide</i>	<i>Pioneer Manor</i>	<i>Public Housing/ Section 8</i>
Clothing N Connections	400	Agency Referral	Pioneer Manor	Both
Temporary Work Training Site	10	Agency Referral	Pioneer Manor	Both
Family Self Sufficiency	26	Personal Interest	Pioneer Manor	Section 8
Mentoring Plus	10	Referral	Pioneer Manor	Both

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	N/A	N/A
Section 8	25	26

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:

**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)

- X Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- X Informing residents of new policy on admission and reexamination
- X Actively notifying residents of new policy at times in addition to admission and reexamination.
- X Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- X 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**

**COMMUNITY SERVICE REQUIREMENT**

*As of January 1, 2001, public housing tenants will be expected to complete 8 hours of community service each month with the following exemptions:*

1. Adults who are 62 years of age or older
2. Persons with disabilities unable to comply with the community service requirement
3. Persons engaged in work activities
4. Persons participating in Welfare to Work programs
5. Persons receiving assistance from and in compliance with a State program funded under Part A Title IV of the Social Security Act

The FHRA will verify an adult's exemption status annually at annual reviews or if family circumstances change. Verifications accepted for exemptions include, but are not limited to

1. Verification of employment
2. High school, college, tech school, ESL, adult education, or other class registration
3. Training, education, employment, management (TEEM) participation verification
4. Entrepreneurship for Single Parents and Minorities program participation
5. Disability that precludes community service

Possible ways to accrue community service hours include, but are not limited to: Neighborhood watches, safe houses, headstart, churches, daycares, Charism Center, schools, Clearing Bureau, and the United Way. If you have questions whether or not a certain activity would qualify, please call the office.

More information regarding community service will be available at your next annual review. If you are currently doing some volunteer work, keep track of the dates, hours, type of work done, name of agency or individual, and have an authorized person sign and put their phone number on it and send it in to be put in your file or bring it to your next annual review.

Failure to comply with the community service requirement may result in the eviction of the entire family.

**COMMUNITY SERVICE VERIFICATION**

DATE \_\_\_\_\_

TENANT NAME \_\_\_\_\_

VOLUNTEER NAME \_\_\_\_\_

NAME OF AGENCY/INDIVIDUAL RECEIVING SERVICES \_\_\_\_\_

DESCRIPTION OF VOLUNTEER WORK \_\_\_\_\_

DATES AND HOURS WORKED \_\_\_\_\_

I verify that the individual named above has completed the above listed volunteer services.

\_\_\_\_\_  
AUTHORIZED SIGNATURE/TITLE/PHONE NUMBER DATE

\_\_\_\_\_  
TENANT SIGNATURE DATE

\_\_\_\_\_  
PROGRAM MANAGER

## COMMUNITY SERVICE EXEMPTION

**I am currently exempt from the community service requirement based on the following:**

- \_\_\_\_\_ I am an adult, 62 years of age or older
- \_\_\_\_\_ a disability exists to the extent that I cannot comply
- \_\_\_\_\_ I am engaged in a work activity as defined by Section 407(d) of the Social Security Act
- \_\_\_\_\_ I am participating in a Welfare to Work program
- \_\_\_\_\_ I am receiving assistance from and in compliance with a State Program funded under Part A Title IV of the Social Security Act
- \_\_\_\_\_ I am participating in an education course or self-improvement class (substance abuse treatment, credit counseling, etc)

**I have provided the following verification:**

- \_\_\_\_\_ Verification of employment
- \_\_\_\_\_ High school, college, tech school, ESL, adult education, or other class registration
- \_\_\_\_\_ Training, education, employment, management (TEEM) participation verification
- \_\_\_\_\_ Verification of disability that precludes community service
- \_\_\_\_\_ Entrepreneurship for Single Parents and Minorities participation

---

Signature of tenant

Date

---

Signature of authorized representative

Date

**LEASE ADDENDUM**

COMMUNITY SERVICE REQUIREMENT

1. Each non-exempt adult (18 years of age or older) public housing resident must volunteer eight (8) hours of community service each month or participate in a self-sufficiency program for 8 hours each month. Self-sufficiency programs include but are not limited to:
  - a. Proof of participation in an education course
  - b. Self-improvement classes; i.e. substance abuse treatment, credit counseling, Entrepreneurship for Single Parents and Minorities programs, etc.
  
2. Exempt adults include:
  - a. Adults who are 62 years of age or older
  - b. Persons with disabilities unable to comply with the community service or self-sufficiency requirements.
  - c. Persons engaged in work activities (as defined by Section 407(d) of the Social Security Act).
  - d. Persons participating in Welfare to Work programs.
  - e. Persons receiving assistance from and in compliance with a State program funded under Part A Title IV of the Social Security Act.
  
3. The FHRA shall verify an adult exemption status annually at rent reexamination or if family circumstances change regarding your potential program involvement. Verifications accepted for exemptions include but are not limited to:
  - a. Verification of employment
  - b. High school, college, tech school, English as a Second Language, adult education, or other class registration
  - c. Training, Education, Employment, Management (TEEM) participation verification
  - d. Entrepreneurship for Single Parents and Minorities program participation
  - e. Disability that precludes community service.
  
4. The FHRA will identify non-exempt adults at admission and each rent review. Residents will be briefed on what constitutes community service, self-sufficiency, and various approved opportunities in the community. Each participant will be given a community service form to be completed monthly and signed by an appropriate site supervisor. This form will be turned in monthly with rental payment.
  
5. Compliance will be determined at annual rent review. Non-compliant adults and Head of Household must sign an agreement to make up the hours needed within the next 12 months. Failure to sign or continued non-compliance will result in eviction of the entire family unless the non-compliant adult is no longer a part of the household.

IN WITNESS WHEREOF, the parties have executed this lease addendum agreement the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at Fargo, North Dakota.

By my/our signature(s) below, I/we state that I/we have read and understand the above lease addendum and agree to abide by the terms and conditions herein, and that failure to follow the lease provisions will be just and proper cause for termination of the lease.

\_\_\_\_\_  
Tenant

Fargo Housing & Redevelopment Authority

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

\_\_\_\_\_  
Tenant

Title: \_\_\_\_\_

### **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)

**14-3, 14-2, 14-1, 14-4**

**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)

**14-3, 14-2, 14-1, 14-4**

**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)

**14-1, 14-2, 14-3, 14-4**

**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.

X Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

X Yes  No: Has the PHA included the PHDEP Plan for FY 2001 in this PHA Plan?

X Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

**Attachment nd014d03**



## **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

### ADDENDUM TO LEASE

#### **PET REQUIREMENTS**

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON HI-RISE OR LOW-RISE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

1. A MAXIMUM NUMBER OF ONE PET , ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED.
2. PERMITTED PETS ARE DOMESTICATED CATS, DOGS, BIRDS, AND FISH AQUARIUMS.
3. DOGS AND CATS MUST WEIGH NO MORE THAN TWENTY (20) POUNDS. THE MANAGEMENT WILL HAVE THE RIGHT TO CHECK WEIGHT OF ALL PETS WHEN INTRODUCED INTO THE UNIT AND DURING THEIR STAY. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
4. DOGS AND CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
5. ALL DOGS AND CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
6. ALL PET OWNERS SHALL PURCHASE AND SHOW PROOF OF A LIABILITY INSURANCE POLICY OF \$100,000 PRIOR TO INTRODUCING A DOG OR CAT TO THE PROJECT PROPERTY.
7. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
8. DOGS AND CATS SHALL REMAIN INSIDE A RESIDENT'S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET . PETS SHALL USE THE COMMON AREAS ONLY WHEN ENTERING OR EXITING. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.
9. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE. LITTER BOXES MAY NOT BE DISPOSED OF THROUGH THE GARBAGE CHUTES.
10. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT , AND PROPERLY DISPOSING OF SAID DROPPINGS.

11. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
12. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
13. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
14. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.
15. RESIDENTS SHALL NOT ALTER THEIR UNIT, PATIO OR UNIT AREA TO CREATE AN ENCLOSURE FOR AN ANIMAL.
16. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET.
17. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
18. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$150.00 FOR A CAT OR DOG; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRIOR TO THE PET RESIDING IN THE UNIT. THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET, OR MOVES.
19. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
  - a) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
  - b) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP : \_\_\_\_\_

RESPONSIBLE PERSONS SIGNATURE \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PETS AND AGREE TO CONFORM TO SAME.

\_\_\_\_\_  
RESIDENT'S SIGNATURE DATE

\_\_\_\_\_  
WITNESS SIGNATURE DATE

ADDENDUM TO LEASE

**PET REQUIREMENTS**

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON SCATTERED SITE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

20. A MAXIMUM NUMBER OF ONE PET, ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED.  
REGISTERED SERVICE OR GUIDE DOGS ARE ALLOWED.
21. PERMITTED PETS ARE DOMESTICATED CATS, BIRDS, AND FISH AQUARIUMS.
22. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
23. CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
24. ALL CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
25. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
26. CATS SHALL REMAIN INSIDE A RESIDENT'S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.
27. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE.
28. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT, AND PROPERLY DISPOSING OF SAID DROPPINGS.
29. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
30. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
31. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
32. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.

33. RESIDENTS SHALL NOT ALTER THEIR UNIT , PATIO OR UNIT AREA T O CREATE AN ENCLOSURE FOR AN ANIMAL.
34. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET .
35. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
36. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$200.00 FOR A CAT ; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRI OR TO THE PET RESIDING IN THE UNIT . THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET , OR MOVES. DEPOSITS ARE NOT REQUIRED ON ANIMALS THAT ASSIST THE HANDICAPPED.
37. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
  - c) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
  - d) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP : \_\_\_\_\_

RESPONSIBLE PERSONS SIGNATURE \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PET S AND AGREE TO CONFORM TO SAME.

\_\_\_\_\_  
RESIDENT 'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
DATE

ADDENDUM TO LEASE

**SERVICE AND COMPANION ANIMAL POLICY**  
(Auxiliary Aides)

**Purpose:** The purpose of this policy is to ensure uniformity in application of Service Animal/Companion Animal requirements, and to ensure the welfare of all residents and the sanitation of properties.

All properties under the Fargo Housing & Redevelopment Authority management must allow persons with disabilities the use of a service and/or companion animal. Therefore, the Fargo Housing & Redevelopment pet deposit does not apply.

Service animals are not pets, but are defined under Section 504 as “auxiliary aides”. A service animal is a trained and/or licensed/certified animal utilized by individuals with physical disabilities, and those with vision or hearing impairments. They perform specific functions such as rescue work, pulling a wheelchair, fetching an item, etc.

Companion animals do not have specific disability training but are helpful in coping with the disability, such as providing emotional support. A companion animal is considered a reasonable accommodation.

Companion animals are medically prescribed by a primary physician/psychologist, psychiatrist or qualified medical agency. A written statement for the need of a companion animal must be provided. The terms in this policy apply principally to dogs and cats; the dogs must be house-broken and cats must be litter-box trained. Birds and fish that are traditionally kept in the home are also permitted.

**REGISTRATION:** All animals must be registered upon admission, and registration must be renewed annually on the anniversary of admission date.

The following documentation must be completed before admission of an animal:

Service animal requirements:

- Application
- Owner will submit a copy of the animal’s license or certification
- Dog tag immunization information
- References on where animal is to be taken in case of an emergency or how his or her animal should be taken care of in an emergency

Companion animal requirements:

- Application
- Written statement from authorized person requesting the reasonable accommodation of companion animal
- Dog tag immunization information
- Identify alternative care provider
- Is your animal free of communicable disease?
- Date animal was spayed, neutered and declawed

**DAMAGES:** Any damages to the unit, building, grounds, flooring, walls, trim, finish, tiles, carpeting, etc., will be the full responsibility of the animal owner and the animal owner shall agree to pay costs involved in restoring any damage to original new conditions as well as any costs required for cleaning, defleaing, and deodorizing required because of such animal. If, because of any such stains or chemicals to remove same, damage is such that it cannot be removed, animal owner hereby agrees to pay full cost and expense of replacing such materials.

**SICK OR INJURED ANIMALS:** No sick or injured animal will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of management. Admitted animals, which suffer illnesses or injury, must be immediately taken for veterinarian care at the animal owner's expense.

**INOCULATIONS:** Cats must have current inoculations as appropriate to the species, including but not limited to: feline distemper shots. Dogs shall have certificates of appropriate inoculations for heartworm, parvo, and rabies. Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian. Both Service/Companion Animals must be wearing dog tags for immunization information. Every dog shall wear a valid rabies tag and all animals shall wear a tag containing the animal owner's name, address, and phone number.

**NEUTERING, DECLAWING:** The companion animal owner agrees that animal shall be neutered. If the animal is too young at the time of occupancy, it shall be neutered at the earliest time deemed safe by a veterinarian. Animal owner agrees to have cat declawed within one week after such request has been made by management as a result of evidence of damage to apartment by claws.

**WASTE DISPOSAL:** Cats are required to be litter-box trained. The animal owner agrees to dispose of cat feces daily by putting it in a bag, closing it securely and placing it in the dumpster. The animal owner agrees that the full contents of the litter box will be disposed of in the same manner and will never be flushed down the toilet, put down the trash chute, or into the garbage disposal.

Proper disposal of dog feces is also required. Dog feces must be picked up immediately when dog eliminates, put in a bag, closing it securely and placing it in the dumpster.

**PUBLIC ACCESS:** With the exception of specially trained service animals, (example – seeing eye dogs or hearing dogs), companion animals are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, or other public gathering places. Animals may not be tied up outside and left unattended and must be on a leash outside of the building.

**UNIT CARE AND INSPECTIONS:** The animal owner agrees to maintain the unit in a sanitary and odorless manner. No alterations can be made to the premises. The animal owner agrees that the management has the right to inspect the owner's apartment as frequently as necessary. The animal owner agrees to restrain the animal when FHRA employees are in the unit for maintenance or inspections.

**OWNER ABSENCE:** The Service/Companion Animal owner agrees that if, for any reason, the animal is left unattended for more than 12 hours, the owner will provide information on how his or her auxiliary aide should be cared for. The management may call the designated alternative care providers if the Service/Companion Animal owner is unable to do so, and that person will be permitted to enter the apartment and be required to remove the animal from the premises. If the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all fees and costs

borne by the owner. Within five days of such an emergency, the resident, his agent, family, or estate must make arrangements with holder of said animal as to its disposition and shall be responsible for all obligations, financial and otherwise. The animal owner absolves management and /or its agents of any or all liability, financial or otherwise, for actions taken on behalf of the animal owner, or the well being of the animal.

In the event the animal owner can no longer care for the animal due to health deterioration, the animal owner agrees to remove the animal from the premises.

**ANIMAL BEHAVIOR AND VIOLATION OF POLICY:** The companion animal owner shall not permit the animal to cause any noise, damage, discomfort, nuisance or in any way inconvenience or cause complaints from other residents. After receipt of each verified animal complaint, management will issue a written warning. Three verified complaints constitute violation of this service animal policy, and after private conference, the owner may be required to remove the animal from the premises. The owner must then sign an affidavit stating that the animal is no longer on the premises and will not return in the future. Misrepresentation of this affidavit or refusal to remove the animal will be grounds for eviction of the animal owner. Management exercises the right to act immediately in animal removal in situations deemed an emergency. Service animals are licensed and have extensive training therefore are excluded from this action.

**CARE OF THE ANIMAL:** The animal owner agrees to humanely care for the animal by providing it with sufficient food and water and veterinary treatment when needed. Resident agrees that abuse of the animal will result in contact by management with the Humane Society.

**LIABILITY:** The animal owner shall be strictly liable for the entire amount of any injury to the person or property of the other residents, staff, or visitors of the Fargo Housing & Redevelopment Authority caused by their animal, and shall indemnify the Fargo Housing & Redevelopment Authority for all costs of litigation and attorney's fees resulting from such damage.

In case of emergency or illness, the following person will remove my Service/Companion Animal from my apartment and be responsible for its care:

Name and relationship \_\_\_\_\_

Responsible person's signature \_\_\_\_\_

I have read and understand the above regulations regarding Service/Companion Animals and agree to conform to same.

---

Resident's Signature

Date

---

Witness Signature

Date

ADDENDUM TO LEASE

## Request for a Reasonable Accommodation

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

1. The following member of my household has a disability as defined below:  
(A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

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

2. As a result of his/her disability the following change or changes so that (the person listed) can live here as easily or successfully as the other residents. **Check the kind of change(s) you need.**

A change in my apartment or other part of the housing complex.

A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

3. I need this reasonable accommodation so that I can:

4. You may verify that I have a disability and my need for this request by contacting:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*I give you permission to contact the above individual for purposes of verifying that I or a family member have/has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.*

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **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. X 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. X Yes  No: Was the most recent fiscal audit submitted to HUD?
3.  Yes X 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. X Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)  
X Attached at Attachment (File name) **nd014e03**  
 Provided below:
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.  
X The PHA changed portions of the PHA Plan in response to comments  
List changes below: Admin and A and O Plan changes  
 Other: (list below)

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

1.  Yes X 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 X 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  
X Self-nomination: Candidates registered with the PHA and requested a place on ballot  
 Other: (describe)
- b. Eligible candidates: (select one)  
 Any recipient of PHA assistance  
 Any head of household receiving PHA assistance  
X 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
  - X Other (list)
- Mayor appointed**

**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: (Fargo City, ND)
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)
  - X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
  - X The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - X The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - X 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)
4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

**D. Other Information Required by HUD**

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

## Attachments

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

- nd014a03 Executive Summary
- nd014b03 FY2003 Capital Fund Program Annual Statement & 5-Year Action Plan for Capital Fund
- nd014c03 2003 PHDEP Plan
- nd014d03 Resident Advisory Board minutes & comments
- nd014e03 Voluntary Conversion Assessment
- nd014f03 FHRA Public Housing Admission & Continued Occupancy Plan
- nd014g03 FHRA Administration Plan -- Section 8 Housing Choice Vouchers
- nd014h03 ROSS Grant Report
- nd014i03 Significant Amendment Definition
- nd014j03 Capital Fund P&E 2000
- nd014k03 Capital Fund P&E 2001
- nd014l03 Capital Fund P&E 2002

# 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	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	
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)
<b>Total estimated cost over next 5 years</b>				



# **FARGO HOUSING AND REDEVELOPMENT AUTHORITY**

## **2003 – 2007 AGENCY PLAN**

### **EXECUTIVE SUMMARY**

The enclosed annual and five year plan of the Fargo Housing & Redevelopment Authority (FHRA) is a compilation of local housing needs data, FHRA program descriptions, policies which are associated with the FHRA's activities and, a detailed capital improvements plan for scheduled improvements to FHRA properties.

The plan responds to a now four-year-old HUD requirement, which calls for an annual and 5 year plan from each Housing Authority each year. The requirement stimulates a review and update of all policies related to the provision of affordable housing in the community and involves all staff, the FHRA's Board of Directors and representatives of the FHRA's various constituencies.

This summary recaps some of this year's activities, points out some minor policy changes and, offers a general outline of proposed activities for 2003.

#### **HOMEOWNERSHIP PROGRAM**

In June of 2000 the HRA began a homeownership program (designated a 5-H program by HUD) which is designed to deconcentrate a scattered site single family public housing development in the Northwest (Madison School) part of the city (project 14-3). Additional goals of the program include providing homeownership opportunities to low and moderate income households which would not otherwise have that opportunity, and to provide capital to be used as seed money for the development of new affordable housing in other parts of town.

As of October 2002, twenty of these units were converted to private ownership. All three and four bedroom units have been sold as well as 4 duplex units. There are 20 two bedroom duplex units left to sell.

#### **NEW HOUSING INITIATIVES**

Proceeds of these home sales went in part to help finance the development of a new 8-unit townhouse project on an infill lot near Fargo South High School. The new development, Church Townhomes, opened in 2001 and is a mix of five three bedroom and three two bedroom two story units. All of the units have attached garages, laundry hookups and a rear patio. The three's have one and one half baths. The development is fully occupied and helps to provide needed new affordable family units in Fargo, and is a quality new housing asset to this

established residential neighborhood. This project was undertaken by the HRA's affiliate non-profit corporation, Beyond Shelter, Inc.

Two downtown Fargo projects were similarly financed and involve historic buildings, which are a mix of both commercial and residential space. The downtown projects will renovate and make available 15 affordable apartments as well as renovated commercial storefronts and the commercial spaces. These buildings on Broadway and Roberts Street were acquired in August 2001 and the work contracted out in October. Project completion is scheduled for December 2002.

A third downtown project was the acquisition and rehabilitation of a 30 unit apartment building on the corner of 4<sup>th</sup> Street and 4<sup>th</sup> Avenue North, formally known as Colonial Manor. The building is a HUD Section 8 Mod Rehab project with 100% of the units receiving rent subsidy. The project was at risk of foreclosure, which would have triggered a loss of the HUD rent subsidy. The HRA acquired the building by assuming and restructuring the bond financing for the project and invested approximately \$150,000 of FHRA reserves into the building to accomplish badly needed rehabilitation and modernization.

### **NEW PROGRAM ACTIVITIES & SERVICES**

In its second full year of operation, the FHRA's Resident Opportunities and Self Sufficiency (ROSS) program has blossomed. The program now serves an average of 175 meals per weekend to residents of the FHRA's 3 high rise buildings whom until now had limited or no options for hot meals on weekends. Seven public housing residents received training via this program and are now Certified Nurses Assistants and are employed at FHRA's 3 high rise buildings serving needs of approximately 25 clients on evenings and weekends.

The Public Housing Drug Elimination Grant (PHDEP) Program was a great asset to HRA tenants throughout the year. Physical Improvements included security card systems at the Lashkowitz High Rise, security fence at 14-4, additional lighting and security cameras and daily security patrols of all projects. Among other things, the programs hired nine teenaged public housing tenants to do landscaping projects at the high rise buildings and some of the scattered site single family public housing units. Forty- four kids from the Madison school area participated in a fall wrestling program sponsored by the HRA and staffed/coached by an officer from the Fargo Police Department. Recreational and educational scholarships were given to eighteen families. Programs receiving PHDEP support were DARE, Clothing and Connections, ESPM and Charism. Two full time Americorp Volunteers were assigned to our Self Sufficiency Programs this year.

The Clothing and Connections program provided interview and work clothes for over 400 clients during the year. Twenty persons graduated from the Entrepreneurship for Single Parents and Minorities. Ten families utilized the

computer lab, ten workers were placed by Job Service in the Temporary Work Training Site and ten families went through the Mentoring Plus Program.

### **FACILITY'S MAINTENANCE AND IMPROVEMENTS**

The largest capital improvement completed in 2002 was the Boiler Replacement and associated repairs at New Horizons Manor which was funded from the 2001 Capital Fund. We have also upgraded the exterior lighting around New Horizons Manor and Pioneer Manor to provide better security at night.

The scattered sites units received roof upgrades to twenty-nine units. The roofs are being replaced in phases as funds become available.

We have started to add garages to our scattered site units in south Fargo as well as upgrading the exterior of the housing units. Included in this project is the installation of new shingles, windows, and siding to the housing units and additions of single stall garages for tenants to keep their cars in.

Also completed this year was a detailed condition assessment of all buildings in the FHRA's inventory. The study identifies all capital improvements needs with a level of priority and a cost estimate. The study will be very useful in future planning of improvements.

### **ADMINISTRATIVE/POLICY CHANGES**

A Tenant Education Program was initiated and is now mandatory for all new tenants.

### **MANAGEMENT ACTIVITIES**

One of the goals of the Fargo HRA is to continue to rank as a high performer in HUD's Public Housing Assessment System (PHAS) ranking. In 2002 the Fargo HRA was able to retain this ranking, which puts the Fargo HRA in the top 10% of the management performance ranking of all FHRA's in the country. A second management assessment of HUD's provides a measure of management efficiency in the operation of the Section 8 rent assistance program. This system is called the Section Eight Management Assessment Program (SEMAP). The FHRA has historically been a high performer by the SEMAP measures also. The HRA received 44 Fair Share Vouchers in July 2002, which were put to use immediately. Those vouchers were provided in part because of the "high performer" status of the HRA.

### **PARTICIPATION WITH CITY OF FARGO**

The FHRA works closely with the city's planning department on the delivery of various housing programs including the Housing Acquisition and Rehabilitation Program (HART) which does what the name implies. Dilapidated homes are acquired, rehabilitated (or demolished depending upon condition) and then resold to moderate-income households. In 2002 one home on 7<sup>th</sup> Avenue South was demolished. Bids were received for the construction of four townhome units to

be constructed on two previously acquired properties on North 8<sup>th</sup> Street. Those units will be sold to moderate income households when they are completed.

The HRA also worked with the City and several area service providers to establish a supportive housing project for the homeless. The project ran into siting problems as an option on the first site selected expired before long term operating funding for the project could be secured. A second site was lost when the owner of the property withdrew his offer to sell. As of this writing the HRA continues to work with area service providers to attempt to reprogram a HUD Continuum of Care grant which was awarded specifically for this project.

### **2003 INITIATIVES**

The FHRA will continue evolving with programs put in place in the past two years. Six to ten additional scattered site public housing units are planned for sale and proceeds of that will hopefully be reinvested in vacant land to be used for future development of new affordable housing units. Plans are being considered for a "lease to own" type of affordable single family home development. There is interest in further development of downtown Fargo properties but those plans depend on the availability in the market of a property or properties which would fit into the City's goals and plans for downtown revitalization and the FHRA's plans for the provision of new affordable rental units.

Projects planned for the 2003 Capital Fund include the upgrade of the main floor elevator lobby and air handling unit at Lashkowitz High Rise, which is 30 years old and showing its age. The HRA will refoof Lashkowitz High Rise and New Horizons Manor along with the first phase of a sliding closet door replacement at both buildings. The second set of housing units will have the exteriors upgraded along with the addition of the garages.

Improvement projects planned for the 2003 Capital Fund include the replacement of the elevator lift equipment and cab remodeling at New Horizons Manor. The HRA will continue with additional phases of roof replacements in scattered sites and the third phase of the housing unit upgrades and garage additions in our south Fargo scattered site units.

We look forward to a productive year in 2003 and to a continuing role in meeting Fargo's housing needs in cooperation with the City, HUD, our tenants and clients and the various other active stakeholders in Fargo.

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### Version 2.1e

Changed Date format to 4-digit year.

### Version 3.1b

Unprotected Account number and descriptions.

### Version 3.1c

Updated to CAP Fund requirements

File Directory C:\WINDOWS\Profiles\C21195\My Documents\

### DATA COLLECTION

HA_NAME	Fargo Housing and Redevelopme
HA_ADDRESS	PO Box 430, 325 Broadway
HA_CITY	Fargo
HA_STATE	28
HA_ZIP	58107
HA_PROJ_NUM	Replacement Grant No.
HA_FYE_DATE	12/31/2003
CIAP_REV_NO	
PeriodEnding	
PeriodEndingChk	

If necessary to make change  
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with the yellow background.

ND

58107

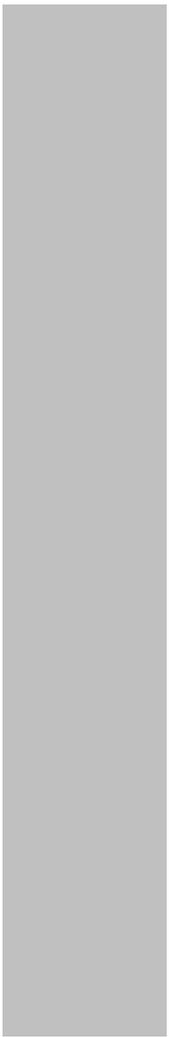
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FiveYearRevNum


HA\_PILOT1

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HI	12
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WY	50





# Public Housing Drug Elimination Program Plan

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

**Annual PHDEP Plan Table of Contents:**

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

**Section 1: General Information/History**

- A. Amount of PHDEP Grant \$ 151,346** \_\_\_\_\_
- B. Eligibility type (Indicate with an “x”)** N1 \_\_\_\_\_ N2 \_\_\_\_\_ R \_\_\_\_\_
- C. FFY in which funding is requested 2001** \_\_\_\_\_
- D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

1. Security guard patrols at all projects daily
2. Youth programming; sports, performing arts, education, cultural activities, landscaping summer employment.
3. Educational scholarships for all ages.
4. Entrepreneurial training, Clothing and Connections Career Closet, computer lab
5. Physical security improvements to property

**E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Lashkowitz High Rise	248	248
New Horizons Manor	98	118
Pioneer Manor	46	49
Scattered Site Family Housing	217	745

**F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

**6 Months** \_\_\_\_\_ **12 Months**   x   **18 Months** \_\_\_\_\_ **24 Months** \_\_\_\_\_ **Other** \_\_\_\_\_

## G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1999	135,483	ND06DEP0140199	12,872		04/01/02
FY 2000	141,201	ND06DEP0140100	123,003		12/31/02

## Section 2: PHDEP Plan Goals and Budget

### A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

**The basic goal of the PHDEP is to provide additional safety measures and healthy alternatives to reduce crime and substance abuse issues in our projects. Monitoring of crime will be partnered with ASP Security and Safe Housing through the Fargo Police Department. Participant numbers will be used to determine the success of the alternative programs, partnering with YMCA, Fargo Schools, Trollwood Performing Arts, Fargo Park District, ESPM, CNC, and Resident survey.**

### B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2001 _____ PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	
9120 - Security Personnel	35,200
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	3,800
9150 - Physical Improvements	29,142
9160 - Drug Prevention	69,003
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	14,201
<b>TOTAL PHDEP FUNDING</b>	<b>151,346</b>

### C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9120 - Security Personnel						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
Create a more secure home for tenants and less attractive area for gangs and drug dealing							
To have a presence on the grounds at varying hours throughout the day and night.							
1.Walk/Drive By Security			3/1/02	2/28/03	35,200		Daily Security Reports, Resident Response
2.							
3.							

9130 - Employment of Investigators						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

<b>9140 - Voluntary Tenant Patrol</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)	Give residents a structured way to protect their homes						
Objectives	Carry out daily resident patrols						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Resident Patrol Coord.	415	High Rise Buildings	3/1/02	2/28/03	2500		Resident Response/incident reports
2. Resident Patrol Equipment/Training	415	High Rise Buildings	3/1/02	2/28/03	1300		Survey
3.							

<b>9150 - Physical Improvements</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)	Secure our Buildings and improve lighting						
Objectives	Improve Security thru lighting/ surveillance cameras						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Surveillance Equipment			3/1/02	4/1/02	5,000		Security Survey/Tapes
2.Lighting/Installation			3/1/02	8/01/02	14,000		Resident Safety Survey
3.Security Card System 14-1			3/1/02	8/1/02	10,145		Incidents/Crime Stats

<b>9160 - Drug Prevention</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)	Promote Drug/Crime Free Housing						
Objectives	Education/Healthy Alternative affordable choices/Self-Sufficiency Options						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.DARE	2,000	5 <sup>th</sup> -6 <sup>th</sup> graders	3/1/02	2/28/03	4,000	Police	DARE Graduation
2.Newsletter/Printed Material	5,000	All PH Clients/Community	3/1/02	2/28/03	5,000	Village Family Services	Public Awareness
3.Youth Services/Sports	350	All PH Children	3/1/02	2/28/03	10,000	Parks Rec. YMCA	Attendance
4.Entrepreneur Program	100	Community	3/1/02	2/28/03	7,000	Mentors/volunteers	Attendance/ New Businesses
5.Clothing N Connections	500	Welfare to Work Clients	3/1/02	2/28/03	7,000	YWCA/Charism	Participant Numbers

6.Tenant Education/Scholarships	400	All PH Clients	3/1/02	2/28/03	10,000	Village	Student numbers
7. Latchkey	300	Youth	3/1/02	2/28/03	5,000	Charism/ Parks/Y MCA	Attendance
8.Program Coordinator	2000	All	3/1/02	2/28/03	7,000	FHRA	Overall Program Success
9.Computer Lab	20	All	3/1/02	2/28/03	3,000	FHRA	Usage

<b>9170 - Drug Intervention</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9180 - Drug Treatment</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9190 - Other Program Costs</b>						<b>Total PHDEP Funds: \$</b>	
Goal(s)							
Objectives							
Organized administration of PHDEP Grant							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Administration			3/1/02	2/28/03	12,201	FHRA	Completion of goals
2.Office Supplies/Survey			3/1/02	2/28/03	2,000	FHRA	Resident Satisfaction
3.							

### **Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

<b>Budget Line Item #</b>	<b>25% Expenditure of Total Grant Funds By Activity #</b>	<b>Total PHDEP Funding Expended (sum of the activities)</b>	<b>50% Obligation of Total Grant Funds by Activity #</b>	<b>Total PHDEP Funding Obligated (sum of the activities)</b>
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110				
9120	All activities		All activities	
9130				
9140	All activities		All activities	
9150		All activities		
9160			All Activities	
9170				
9180				
9190		All Activities		
<b>TOTAL</b>		\$		\$

### **Section 4: Certifications**

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

**Resident Advisory Board  
Board Meeting  
Administrative Office Community Room  
April 8, 2002 - 11:30AM**

**PRESENT:** RAB Members - Karen Moore, Donna Loken, Kathy Clemo, Bev Paulson  
FHRA Staff - Jill Elliott, Lynn Fundingsland, Donna Schatz, Gwen McIntyre, Cora Strubbe,  
Chris Hamre, Joy Kipp, Tamara Spry, Pat Kovarik

**INTRODUCTIONS/MINUTES**

Jill Elliott, FHRA Deputy Director, called the meeting to order and those present introduced themselves. The minutes of the October 3<sup>rd</sup> meeting were reviewed. There were no corrections or additions.

**CAPITAL FUND**

Chris Hamre, FHRA's Capital Improvements Coordinator, spoke about the Capital Fund. Instead of using the Capital fund to use on "everyday items" such as refrigerators, FHRA's Executive Director wants to use the money for a bigger project. At this time the plan is to remodel the Lashkowitz High Rise's lobby. This is a \$175,000 project. The front entry will be moved to the left and enlarged. There would be an area for the people waiting for rides. The mail boxes will be replaced and moved. The lobby and lounge area would be re-carpeted. The pop machines & magazine racks would be moved to their own little area. New lighting will be installed. Some projects would have to be eliminated to allow this to be done. \$156,000 have already been spent out of the \$991,891.00 Capital fund. Projects that are being deleted from 14-1 (High Rise) are closet doors, counter tops, mechanics upgrades, and heating pumps. A copier was already purchased. From 14-2 (New Horizons), closet doors, generator update, mechanical upgrades, flooring and window treatments will be deleted. Scattered sites 14-3 will have furnaces, flooring, kitchen & bath upgrades, landscape, A/C bins & sand jack steps deleted and also the basement repairs will be reduced. 14-4 will have appliance replacements and flooring will be reduced and kitchen & bath upgrades deleted. In 14-5 the kitchen and bath upgrades will be deleted. Landscape, closet doors, appliances, flooring, chairs, mechanical upgrades and the community room's remodeling will be deleted in 14-6 (Pioneer Manor). In 14-7, kitchen and bath upgrades and picnic tables will be deleted and the flooring will be reduced. And the intake ductwork will be deleted in 14-8 (main office). Ms Stubbe's concern was the bathtubs that need to be replaced in 14-3. They are cracked and the sheet rock is getting ruined in some units.

Three buildings containing 6 individual oversized garages are going to be constructed this year for Public Housing. Each building will cost approximately \$30,000. This cost includes residing the duplexes and replacing windows. The plan is to build 6 garages each year. The consensus was why are garages needed? Mr. Fundingsland stated that when the duplexes were built, HUD would not allow garages to be built and now they do allow it. Plus the oversized garages could be used for storage of bikes, etc.. Ms Stubbe's concern was the bathtubs that need to be replaced in 14-3. They are cracked and the sheet rock is getting ruined in some units. Ms. McIntyre's concern was the closet doors in the High Rise. Ms. Schatz's concern was closet doors and window treatments in New Horizons. The Board members agreed that the construction of the High Rise outdoor canopy could be postponed a year or two.

Ms. Spry reviewed the 2002 Drug Elimination Grant Fund. The wrestling program was repeated this winter. There was also a five week session of Tae Kwon Do. Both were in the Madison school area where she worked closely with the principal and high risk children. A new door system with security cards has been installed at the High Rise. This security system is like the one at New Horizons.

**Resident Advisory Board  
Board Meeting  
April 8, 2001  
Page 2**

**ADMINISTRATIVE PLAN CHANGES**

FHRA would like to add a preference for AmeriCorp volunteers. This means that when a volunteer comes in and applies for a Section 8 voucher or a Public Housing unit, they would be put to the top of the waiting list. These volunteers will be working with Ms. Kipp on ESPM, Self Sufficiency, Temporary Work Training program, Mentoring Plus, and Clothing and Connections. They will also be working with Ms. Kipp's Board. Interviews will be held for these positions. FHRA will have 2 AmeriCorp volunteers this year and Community Action will have two. These volunteers are paid \$4,725 after their year of service. The only other preference FHRA has for Section 8 is domestic violence and Public Housing has a natural disaster preference.

**TENANT EDUCATION PROGRAM**

Ms. Elliott said the TEP is very interesting and informative. It is held 2 evenings a month at the Village and one full day every other month at the FHRA office. This program has become so popular that next month they will be holding another class at this office. As of January 1, 2002, this program has become mandatory for all persons applying for housing assistance. The Village has offered to come to FHRA's buildings. Current tenants will be invited to those classes.

**HOMEOWNERSHIP**

All seventeen of the 3 and 4 bedroom houses have been sold. One side of a duplex has been sold and another whole duplex will be closing this month. One more duplex will be opening up June 1<sup>st</sup>. These two bedroom 2 story units are being sold for \$28,800. The monthly mortgage with a maintenance escrow is under \$300.

**OTHER**

The annual plan will be gone over at the next meeting.

There being no further business to come before the Board, the meeting adjourned.

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Jill Elliott, Deputy Director

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Pat Kovarik, Secretary

**Resident Advisory Board  
Board Meeting  
Administrative Office Community Room  
August 8, 2002 - 11:30AM**

**PRESENT:** RAB Members - Kathy Clemo, Mae Stiles, Nwinnen Taoh, Phillip Nolan  
FHRA Staff - Jill Elliott, Lynn Fundingsland, Donna Schatz, Cora Strubbe, Chris Hamre,  
Ella Haglund, Tamara Spry, Pat Kovarik  
Others – Vera Olson, Americore Volunteer

**INTRODUCTIONS/MINUTES**

Jill Elliott, FHRA Deputy Director, called the meeting to order and those present introduced themselves. The minutes of the April 8<sup>th</sup> meeting were reviewed. There were no corrections or additions.

**CAPITAL FUND**

HUD needs each HA to define what we count as a significant amendment or modification to the Annual Plan/Capital Plan and any significant amendment calls for a Board meeting and Public Hearing to approve it. FHRA defines it as 1) Any change to rent, admission policies or organization of the waiting list. 2) Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. 3) In regard to Capital fund projects, additions to and modifications of project scopes considered in the annual and Five-Year Plan may be authorized upon approval of the FHRA Board of Directors. Emergency repairs that threaten the health or safety of tenants or PHA staff shall be undertaken and shall not be considered a significant amendment.

Mr. Fundingsland spoke of the changes that were first approved for the lobby renovation at the High Rise versus the changes that are now proposed. HUD felt that this warranted additional approval by the Board. FHRA feels that minor changes should be allowed without having to go thru the Board approval process again. The changes involved moving the pop machines to the back in the exit hallways, the mailboxes needing more room and expanding into the schoolroom.

Chris Hamre, FHRA's Capital Improvements Coordinator, went over the Capital Funds reports. In 2000 all except for \$4000 has been expended. The major project in 2000 was the High Rise elevators. There was also a redesign to the front lobby of the main office. In the beginning it was going to be a \$1000 project with only a security gate moved. There was an incidence in Bismarck where employees were injured due to violent clients. Due to this incident FHRA decided to expand on this project and in turn it turned into a \$13,451 project in 2001. Also in 2002, the roof will be replaced and hallway flooring will be replaced at the High Rise. The High Rise lobby will also be done in 2002. New Horizons will have its roof replaced plus the concrete will be replaced. At 14-03 roofs will be replaced. At 14-04 there will be a fence put up along the bike path. This is to protect the storage sheds and basketball court from vandalism. At 14-07 there will be more garages built. In 2001, there was \$991,891 to spend and in 2002 there is \$931,494. In 2003, the High Rise will have new stairway doors and frames installed, New Horizons will have elevators replaced and more garages for 14-07. In 2004, the High Rise will have a fire alarm upgrade and more garages for 14-07. In 2005, New Horizons will have the apartment kitchens remodeled and Pioneer Manor will be converted to natural gas heat. In 2006, more garages will be built. A total of \$2 million will be spent on the garages as the houses are being resided at the same time. In 2007, The High Rise will have the vertical sanitary piping replaced. Residents were asked to vote on the definition of significant amendment and approve the two lobby changes.

Mr. Nolan asked about the lawnmowers as they have been causing problems and are not adjustable. Ms. Strubbe said that she is looking into this.

**RESIDENT PARTICIPATION FEES ALLOCATED FOR ROSS PROGRAM**

HUD pays a resident participation fee of \$25 per tenant in Public Housing. This relates to \$15,000 per year for FHRA and it is to be used for resident activities. FHRA ran short by approximately 2 months on the ROSS grant, the attendant and meal program in the 3 high rises, this year. The program costs approximately \$3000 to \$4000 per month and Ms. Elliott would like to use the Resident Participation Fee to keep the program running. This will be only for this year as HUD is raising the annual amount of the ROSS grant next year. Ms. Elliott would also like to use \$3000 of the Resident Participation Fee for the Tenant Education Program that the Village is putting on. It is mandatory training for all FHRA applicants. Whatever money is left over, Ms. Elliott would like it to be used for tenant education such as workshops or conferences. Residents were asked for other suggestions and to vote on this.

**ADMINISTRATIVE PLAN CHANGES**

This plan now reads that if anyone had a meth lab on Public Housing or Section 8 property, they have a life time restriction of ever getting rental assistance. This will be changed to if anyone has a meth lab anyplace, they will be banned from public housing or rental assistance for a life time. On sex offenders, the plan now states that anyone with a lifetime registration would not be allowed housing. This will be changed to anyone who registers as a sex offender will be banned from housing. Lifetime will be deleted. HUD recommends both of these changes. In the Public Housing Administrative Plan on the waiting list section that gives domestic violence victims preference in the supportive housing units will be deleted, as FHRA no longer has specific supportive housing units. Americore Volunteers will be given preference on the waiting list and this will be added to the Public Housing and Section 8 Administrative Plan. The Community Service requirement section will be deleted at HUD's request. The income limits and utility allowances will be changed for Public Housing and flat rents may change. The Section 8 grievance procedures will be replaced with HUD's which is in plainer language. Residents were asked to vote on this.

**OTHER**

Ms. Spry reported that the landscaping program is almost done for the season. It consists of children from Public Housing. When there is a rain day, they work on projects to help out FHRA maintenance. They helped with the food bank. Building security is still going on. Some lights were adjusted. The Scholarship fund is still not being utilized fully. Ms. Spry said that this fund can also be used by children in grade school or high school. It would help pay the cost of school activities. There is \$151,000 yet to be spent on these projects so they could possibly be run for another two years.

Ms. Olson, the Americore Volunteer, started work on Monday and she spoke about the surplus clothing giveaway that will be on Wednesday, August 14<sup>th</sup> at Pioneer Manor.

Mr. Taoh will be representing RAB at a conference in Philadelphia. He will talk about this at the next RAB meeting.

There being no further business to come before the Board, the meeting adjourned.

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Jill Elliott, Deputy Director

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Pat Kovarik, Secretary

### **Comments from Resident Advisory Board Meeting on April 8, 2002**

3 approved of the Capital Fund changes

3 approved of the preference for AmeriCorp Volunteers

2 approved of the Tenant Education Program

### **Comments from Resident Advisory Board Meeting on August 8, 2002**

4 approved of the construction of the front entry at the main office and the lobby at the High Rise lobby

4 approved of the 2003 Capital Plan

4 approved of the 5-year Capital Plan

4 approved of the Resident Participation Funds to used to support ROSS Grant and Tenant Education Program

4 approved of the changes to the Admission/Occupancy and Administrative Plan on sex offender (from lifetime to 10 year registration) and meth lab (to leave off Public Housing premise).

Resident Advisory Board consists of:

Bev Paulson representing the Lashkowitz High Rise

Kathy Clemo representing New Horizons

Donna Loken representing Pioneer Manor

Denis Bridgeford representing Shelter Plus Care

Nwinnen Taoh representing the Refugee population

Melany Jenkins representing FSS

Julie Norris, Holly Jansen, Philip Nolon, & Valerie Larsen representing Scattered Sites/Public Housing

Karen Moore, Mark Hill, Mae Stiles, Daniel & Vicki Currens representing Sect 8

Resident representative on the Board of Commissioners:

Karen Moore has been a RAB representative for the past 2 years and also serves as Chair of the FHRA Board of Commissioners.

*Component 10 (B) Voluntary Conversion Initial Assessments*

- a. How many of the PHA's developments are subject to the Required Initial Assessments? 4
- b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments Not general occupancy projects)? 3
- c. How many Assessments were conducted for the PHA's covered developments? 4
- d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

The FHRA has reviewed each developments' operations and concluded that conversion would not be appropriate. Development ND 14-3 is in the middle of a 5h Homeownership Plan, in which 40 of the units have been targeted for Homeownership. Twenty units have been sold to low income families and twenty remain to be sold. The FHRA also sold 20 units in this development in 1992-1993. No further units will be converted, as Fargo does not have a good stock of quality 3-4 bedroom units for large families. Developments ND 14-4, 5, 7 currently house larger families in our three bedroom units. It would be detrimental to this community to lose our larger rental units at this time. We have a large influx of large families seeking refugee asylum here. The FHRA hired Community Partner Research Inc in 2000 to complete a Housing Study which was done in April 2000. Our larger units are basically the only ones available to low-income families.

- e. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments:

**FARGO HOUSING AND  
REDEVELOPMENT AUTHORITY**

***PUBLIC HOUSING  
ADMISSION & CONTINUED  
OCCUPANCY PLAN***

***OCTOBER 2002***

*FARGO HOUSING & REDEVELOPMENT AUTHORITY  
P.O. BOX 430  
FARGO, ND 58107-0430*

FARGO HOUSING AND REDEVELOPMENT AUTHORITY  
PUBLIC HOUSING  
ADMISSION & CONTINUED OCCUPANCY PLAN \*

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**\*Approved by the FHRA Board of Commissioners on October 9, 2001.**

Amended 10/2001

ADMISSION & CONTINUED OCCUPANCY PLAN  
FOR PUBLIC HOUSING

**OUR MISSION**

To provide affordable and quality housing, services and opportunities to low and moderate income persons.

**PART I - DEFINITIONS**

1. **Adjusted Income** - Annual Income less:
  - A. \$480 for each Dependent;
  - B. \$400 for any Elderly Family;
  - C. For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person;
  - D. For any Elderly Family:
    - (1) With no Handicapped Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
    - (2) With Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed according to paragraph (c) of this section, plus an allowance of Medical Expenses that is equal to the Family Medical Expenses;
    - (3) With Handicapped Assistance Expenses less than three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
  - E. For a Family with dependents:
    - (1) Child Care Expenses which are not reimbursed.
  - F. Earned Income of minor household member(s) who are not Head of Household or spouse.
2. **Annual Income** - Annual income is the anticipated total gross 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, for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring or sporadic. Annual income includes, but is not limited to, the following:

- A. The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips and bonuses).
- B. Net income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business).
- C. Interest, dividends, and net income of any kind from real or personal property. Where the net family assets exceed \$5,000, 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 less the costs incurred in disposing of these assets.
- D. The full amount received from social security, annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts, excluding a lump-sum payment for the delayed start of a periodic payment of Social Security or Supplemental Security Benefits.
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- F. Welfare assistance payments excluding amounts received to cover out-of-pocket expenses necessary to participate in a publicly-assisted program.
- G. Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
- H. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit except special pay for a family member serving in the Armed Forces who is exposed to hostile fire.
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his/her support but controlled for his/her benefit by the head of the household or a tenant family member other than the head who is responsible for his/her support.
- J. Relocation payments made under title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4993);

3. Annual income does not include:

A. Temporary, nonrecurring or sporadic income such as the following:

- (1) Casual, sporadic (occasional) gifts;
- (2) Amounts that are specifically received for, or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation settlements for non-backpay awards), capital gains, and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, equipment, material, supplies, transportation and miscellaneous personal expenses. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income; and
- (5) The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

B. Payments received for the care of foster children.

C. 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. The following types of income are subject to such exclusions:

- (1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);
- (2) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993); including Green Thumb, Senior Aids and Senior Home Companion employees.
- (3) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
- (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (24 U.S.C. 459(e));
- (5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance program (42 U.S.C. 8621-8629);
- (6) Payments received from programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504); and
- (8) The first \$2,000.00 of per capita shares received each year from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 U.S.C. 117).
- (9) Earnings in excess of \$480 for each full-time student 18 years of age or older, excluding

head and spouse.

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 redetermination at the end of 30 days or an otherwise Housing Authority-specified shorter period.

4. Child Care Expenses: Amounts expected to be paid by the family for the 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 head of household or an adult family member to be gainfully employed and/or to further his or her education. The amount deducted shall reflect reasonable charges for child care, 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.
  5. 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 (does not include full-time student who is head of household or spouse).
  6. Disabled Person: Disabled person means a person who is under a disability as defined in Section 223 or the Social Security Act or in Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970, or is handicapped as defined in this section or section 504 of the Rehabilitation Act. Section 223 of the Social Security Act defines disability as:
    - A. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
    - B. In the case of an individual who has attained age 55 and is blind within the meaning of "blindness" as defined in the above regulations; inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.
- Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: A disability attributable to mental retardation, cerebral palsy, epilepsy, or other neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.
7. Effective Date: The "effective date" of an examination or reexamination refers to (i) an examination for admission, the effective date of initial occupancy, and (ii) in the reexamination of an existing tenant, the effective date of the redetermined Total Tenant Payment.
  8. Elderly Family: A family whose head or spouse (or sole member) is at least 62 years of age or disabled or handicapped as defined in this section; and may include two or more elderly, disabled, or handicapped persons living together or one or more such persons living with one or more live-in aids.
  9. Elderly Person: A person who is at least 62 years of age.
  10. Eligibility Income: To determine whether a family is income eligible, income shall be determined

according to the definition of annual income in Part I, Item 2.

11. Evidence of Citizenship or Eligible Immigration Status: The documents which must be submitted to evidence citizenship or eligible immigration status (CFR 912.6(b)).
12. Family: Family includes, but is not limited to, a single person or a group of persons; a pregnant female, a family with a child or children or a person in the process of adopting a dependent.
13. Full-Time Student: A person who is attending school or vocational training on a full time basis.
14. Gross Income: Means total annual income as defined in this section.
15. Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a family member to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
16. Handicapped Person: A person is handicapped if he/she has a physical impairment which:
  - A. Is expected to be of long, continuous and indefinite duration;
  - B. Substantially impairs the ability to live independently; and
  - C. Is of such nature that the ability to live independently would be improved by property accommodating housing.
17. Head of the Household: This is the person who assumes legal responsibility and for the behavior of the household.
18. HUD: The term HUD means the United States Department of Housing and Urban Development.
19. Income: Low – A family whose annual income is at or below 80% of median income for the area, as determined by HUD. Extremely low – A family whose annual income is at or below 30% of the median income for the area, as determined by HUD.
20. Live-in Aide: A person who resides with an elderly, disabled, or handicapped person, and,
  - A. is determined by the Housing Authority to be essential to the required care of the person; and
  - B. is not obligated to support the person; and
  - C. would not be living in the unit except to provide necessary support services.
21. Medical Expenses: Those medical expenses, including medical insurance premiums, anticipated to be paid during the period for which annual income is computed, which are not covered by insurance and are an out-of-pocket expense to the family. (Medical expenses are allowed only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income).

22. Near-elderly: A person who is at least 50 years of age.
23. Net Family Assets: Value of equity in real property, savings, stocks, bonds, and other forms of capital investment. To determine net family assets, the Housing Authority shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding  
  
the date of application for the program or reexamination. In the case of a disposition of property as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value.
24. Rental Choice: The amount payable monthly by the family as rent to the Housing authority for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services, and reasonable amounts of utilities is determined in accordance with the Housing Authority's schedule of allowances for utilities supplied by the project. Tenant rent equals Total Tenant Payment less the utility allowance. Families may choose from the following rental options:
  - A. Flat rent which is based on the market value of the unit, as determined by the FHRA, or
  - B. Income-based rent. The Total Tenant Rent shall not be less than 10 percent of the annual gross income or less than 30 percent of the annual adjusted income, or \$50.00 whichever is greater.  
However, a tenant shall at no time pay more than the flat rent established by the FHRA.
25. Spouse: The legal husband or wife of the head of the household.
26. Tenant Rent: The amount payable monthly by the family as rent to the Housing Authority for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services, and reasonable amounts of utilities determined in accordance with the Housing Authority's schedule of allowances for utilities supplied by the project. Tenant rent equals Total Tenant Payment less the utility allowance.
27. Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewer services.
28. Utility Allowance: A fixed amount is allowed to the tenant as a deduction from the Total Tenant Payment for utilities purchased separately by the tenant. The amount of the allowance is based on the average estimated cost of utilities for living units of various bedroom sizes as determined by the Housing Authority's Utility Allowance Schedule. Telephone service and electricity for amenities or excess use of utilities are not covered by the utility allowance.

## PART II - ELIGIBILITY REQUIREMENTS

### Eligibility Requirements

To be eligible for admission, an applicant must qualify as a family.

1. For purposes of admission a family may be:
  - A. A single person or group or persons;
2. Disaster victims not meeting statutory requirements for admission, only for the duration of the emergency

according to HUD Regulation 7465.1 REV-2, Section 6-4.

3. Income Limits for Admission: To be financially eligible, the applicant's family must provide adequate evidence that the Annual Income for the 12-month period following occupancy is not anticipated to exceed the Income Limits for Admission. (See Appendix A-Income Limits)
  
4. Other Qualifications: Elements considered when determining eligibility include, but are not limited to the following:
  - A. Whether the conduct of the applicant or member of the family in present or prior housing is such that admission could adversely affect the health, safety, or welfare of other tenants, Authority staff, the physical environment, or the financial stability of the project. A record of any of the following may be sufficient to deny eligibility:
    - (1) Non-payment of lawful obligations, including rent and utilities.
    - (2) Disturbance of neighbors.
    - (3) Destruction of property.
    - (4) Poor living or housekeeping habits.
    - (5) Any criminal activity which threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other tenants or Authority staff.
    - (6) Drug-related criminal activity on or off the premises or violent criminal activity.
    - (7) Reasonable cause to believe that the applicant or member of applicant's family has a pattern of alcohol abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
    - (8) Reasonable cause to believe that the applicant or the member of the applicant's family has a pattern of controlled substance abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
    - (9) A record of lease violations and/or excessive damages.
    - (10) Applicants being investigated or with a record of fraud through another Federal housing agency.
    - (11) An applicant who certifies false statements or information provided to the Housing Authority on application or other documents related to obtaining tenancy through the Housing Authority.
  
  - B. To determine eligibility for admission, the Housing Authority shall rely upon sources of information which may include, but are not limited to: Housing Authority records, personal interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, school records, foreign or tribal records, newspaper articles, or the police and sheriff departments, computer matching with National Crime Information Center, and other law enforcement entities. This information will be used to determine whether the applicant's or applicant family's prior conduct and behavior is likely to interfere with other tenants or Housing Authority staff to diminish their health, safety or welfare, or be adversely affecting the physical environment or the financial stability of the Housing Authority's low-income housing program.

- C. If unfavorable information is received, consideration may be given to the time, nature, and extent of the conduct and to factors which indicate a reasonable probability of favorable future conduct.

5. Ineligible Applicants

A. An applicant shall be ineligible as follows:

1. If the Housing Authority has reasonable cause to believe an applicant illegally uses 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 tenants. The Housing Authority may waive prohibiting admission if the person demonstrates to the Housing Authority's satisfaction that the person is no 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; or
  - (c) is participating in a supervised drug or alcohol rehabilitation program.
2. Persons evicted from public housing, Indian housing, Section 23, any Section 8 program, or any other assisted housing 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.

\* Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

The Housing Authority can waive this requirement if:

- (a) the person demonstrates successful completion of a rehabilitation program approved by the Housing Authority, or
  - (b) 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.
3. FHRA will deny or terminate if a participant family member commits or has committed drug-related criminal activity, violent criminal activity or gang activity within the last five years before the date that FHRA provides notice to the family of the determination to deny or terminate assistance. A preponderance of evidence will be used regardless of whether the family member has been arrested or convicted.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

4. If the applicant fails to meet any other federally mandated eligibility criteria.
5. FHRA will permanently deny admission to the public housing program, and immediately and permanently terminate assistance of persons convicted of

manufacturing or producing methamphetamine.

6. FHRA will permanently deny admission to the public housing program, and immediately and permanently terminate assistance of persons if any member of the family is subject to registration requirement under a state sex offender registration program.

Each applicant determined ineligible shall be promptly notified by the Housing Authority in writing of the determination with the reason therefor and of the right, upon request, to pursue the Housing Authority's grievance procedure (except where otherwise disallowed).

### PART III- TENANT SELECTION AND ASSIGNMENT POLICIES

The Tenant Selection and Assignment Policies take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a sound low-income housing program which provides a decent and suitable living environment and which fosters economic and social diversity in the tenant body as a whole.

#### 1. Non-discrimination

The Housing Authority shall provide housing in a fair and consistent manner to all persons/families interested in renting a Housing Authority unit. The Housing Authority will not discriminate at any stage of the application/participation process because of race, color, national origin, religion, creed, sex, age, handicap or disability. FHRA is bound by the nondiscrimination requirements of federal, state, and local law. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level. FHRA will abide by the nondiscrimination requirements of:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving federal assistance; and;
- E. Executive Order 11063, which required HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed), or sex in housing receiving federal assistance.

- F. NDCC 14-02.4, which is the state anti-discrimination law. FHRA shall not discriminate against any applicant because of race, color, sex, national origin, religion, age or mental handicap or status with regard to marriage or public assistance. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level.
- G. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110;
- H. The Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

2. Tenant Selection and Waiting List Procedures

- A. The waiting list will be maintained for all eligible applicants by date/time of receipt of completed application. Separate waiting lists will be maintained for: 1) designated elderly/disabled units at Lashkowitz High Rise and Pioneer Manor; 2) accessible units in scattered site housing and at New Horizons Manor; 3) scattered site housing; and 4) Single Room Occupancy.
- B. In order to be placed on the waiting list, an interested family must submit a **complete** application to the Housing Authority. Complete applications will be date and time stamped upon receipt in the Housing Authority office and placed on the waiting list in order of date and time received. The complete application will consist of:
  - Application form
  - Picture ID and Social Security cards
  - Declaration of citizenship or eligible immigration status forms
  - Releases of Information, Privacy Act Statement, Personal Declaration (to be signed by each household member age 18 or older)
  - Any additional information requested by the Housing Authority which has been received and certified

All forms requiring applicant signatures must be signed by all adult members of the family listed on the application.

- C. The waiting lists will be managed according to type and size of unit. In accordance with the FHRA local preference, the Housing Authority will give preference to:
  1. a family whose head or spouse or sole member is an elderly person or a disabled person in units intended for their use;
  2. a family needing an accessible unit will take priority for an accessible unit over a non-handicapped family;
  3. those displaced as a result of a local natural or manmade disaster as defined by the City of Fargo Mayor's declaration of a state of emergency. Those displaced by the act of a disaster will be placed on the waiting list as high priority candidates for immediate selection onto the housing assistance program. To be considered displaced, the applicant's unit must be declared uninhabitable by third party inspectors.

4. AmeriCorps Vista members and their households serving a term of service in the Fargo area with a non-profit agency or public agency.

D. Procedure for Compliance with Income Targeting Guidelines

1. Once a month, reports will be run tracking income for new admissions to Section 8 and Public Housing.
2. In the event that new admissions for the present fiscal year fall below the mandatory income guidelines for extremely low income admissions, it may become necessary to select applicants whose names have come up on the waiting list based on their meeting the extremely low income guidelines. This will be accomplished in the following manner:
  - a) An applicant at the top of the waiting list will be sent a letter and asked to come in for an interview as they normally would.
  - b) If after the interview an applicant's verified income exceeds the extremely low income requirement, the applicant will be put back on the waiting list with their original date and time, and the next extremely low income applicant at the top of the waiting list will be taken.
  - c) This process will continue until the Housing Authority is again in compliance with the mandatory income guidelines.

- E. It is FHRA's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Fargo Housing and Redevelopment Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. At this time we have no concentration of poverty, or lower/higher income projects.

- F. An inactive file will be disposed of three years from the date it was classified as inactive, and
- G. Ineligible or withdrawn files will be disposed of three years from the date they were classified as ineligible or withdrawn. Terminated tenant files will be disposed of three years after audit.

3. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin, as follows:

- A. Tenants shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined by the Executive Director or his/her designated representative.
  - B. Transfers shall be made to conform to occupancy standards.
  - C. Transfers required shall take precedence over new admissions.
  - D. Families in over-occupied units shall be offered a larger unit at the first opportunity.
  - E. Families in under-occupied units shall be offered a smaller unit at the first opportunity. This may be waived to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
  - F. Only one unit will be offered to a family transferring unless there is a hardship situation as determined by the Housing Authority. If tenant refuses the unit offered, and it is determined by the Housing Authority that there is no hardship to the family, the lease may be terminated by the Housing Authority with a 30-day notice.
4. Additional Selection Criteria
- A. Selection is determined in accordance with 2. A above.
  - B. In an effort to ensure the most successful housing placement, the FHRA mandates attendance to the Tenant Education Program offered through the Village Family Service Center prior to admission. Applicants will be notified of this requirement at time of application, allowing ample time for completion. Should waiting list time be less than three months, arrangements can be made to attend after admission. Waivers for this class will be considered by the administration.
  - C. When there are no eligible families with a preference for appropriate bedroom sizes, then the process of first come, first served by date and time of application will govern.
  - D. The Housing Authority can hold a unit for an eligible tenant for no more than thirty (30) days after notifying the tenant of the available unit. If the Executive Director determines extenuating circumstances warrant it, an extension period may be granted up to an additional 30 days.
  - E. All other eligibility requirements apply.
  - F. Each eligible applicant will be offered a suitable unit. If the applicant rejects the unit offered, he/she shall be moved to the last place on the waiting list. If the applicant rejects a unit when their name reaches the top of the waiting list for a second time the application will be made inactive and the applicant informed that he/she must reapply when he/she is again interested. It is not a rejection if the location would create an undue hardship to the applicant. This hardship situation must be verified and accepted by the Housing Authority.

#### PART IV - RENT AND RENT COLLECTION POLICY

1. Choice of Rent

The amount payable monthly by the family as rent to the FHRA will be the option selected annually by the family. The options include:

- A. Flat rent which is based on the market value of the unit, as determined by the FHRA. Flat rent will be re-determined annually using the Rent Reasonableness program. See Appendix B for schedule.
- B. Income-based rent. The Total Tenant Rent shall not be less than 10 percent of the annual gross income or less than 30 percent of the annual adjusted income, or \$50.00 whichever is greater. However, a tenant shall at no time pay more than the flat rent established by the FHRA.
- C. Upon the family's request, the FHRA will switch the family's rental payment from flat rent to income-based rent due to the following circumstances:
  - 1) The family has experienced a decrease in income because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of earnings or other assistance;
  - 2) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
  - 3) Such other situations determined by the FHRA to be appropriate.
- D. Minimum Rent Hardship Exemption

FHRA may grant an exception to the minimum rent requirement for hardship circumstances, which includes the following situations:

  - 1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
  - 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 circumstances, including loss of employment; or
  - 4. A death in the family has occurred.

An exemption will not be provided if the hardship is determined temporary.

FHRA will inform all program participants of their right to request a minimum rent hardship exemption and that determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended for a period of up to 90 days. The minimum rent will be suspended until a determination is made whether:

- There is a hardship covered by the statute; and
- The hardship is temporary or long-term.

If FHRA determines that there is no hardship covered by the statute, minimum rent is imposed, including backpayment for minimum rent from time of suspension. If FHRA determines that the hardship is temporary, the minimum rent also is imposed, including backpayment for minimum rent from the time of suspension. The family will not be evicted for nonpayment during the 90-day period commencing from the date of the review request.

- E. Where the tenant pays his own utility bills, a utility allowance will be subtracted from the Total Tenant Payment according to an approved Utility Allowance Schedule. (See Appendix B - Utility Allowance Schedule.)
- F. Where rent computations result in utility reimbursement (Total Tenant Payment less utilities), the Housing Authority shall pay to the utility company the utility allowance as determined by tenant's unit size according to a written agreement signed by the tenant. The tenant shall be responsible for paying his/her share of the utility charges directly.

2. Rent Collection Policy

- A. Rents are due and payable in advance on or before the first day of each month.
- B. All unpaid rents become delinquent after close of business on the 7th of each month and unless a written extension is requested and approved by the Housing Authority and signed by the head of household or any adult member of the household prior to the 7th day of the month, the tenant shall be personally served a 14-Day Notice to Pay or Quit. If the tenant has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Authority's attorney for legal processing.
- C. When a payment agreement is executed, the maximum length of an extension of time to pay the delinquent rent shall be 60 days. If the rent is not paid on the date set forth in the repayment agreement, the tenant will be served a 14-Day Notice to Pay or Quit. If the tenant has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Authority's attorney for legal processing.
- D. A \$10.00 late charge, plus \$1.00 per day, is added to any rents not paid on or by close of business on the 7th of the month or such later date set forth in an approved written payment agreement.
- E. If payment is not made and the time for a grievance has expired, legal proceedings will be instituted for possession of the unit. Partial payment will not stop legal proceedings.
- F. Late payment of rent and/or receipt of a NSF or No Account check constitutes material non-compliance with the terms of the lease and could result in termination of tenancy. The tenant will be charged for any returned checks and, in addition, will be assessed late charges (as set forth in D above).

PART V - ADDITIONAL CHARGES

1. Security Deposit

Each tenant is required to pay a security deposit. Security deposit amounts are determined by unit size and are as follows:

1 BR	\$150.00
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2 BR	\$200.00
3 BR	\$250.00
4 BR	\$300.00

A non-refundable holding fee of \$50.00 will be required at initial interview to secure unit for the resident. This holding fee will be applied to the security deposit which is required to be paid in full at move-in. Case-by-case payment schedules may be made for extenuating circumstances. The security deposit will be held until the tenant moves out and will be returned with interest within 30 days if the following conditions are met:

- A. There are no unpaid rent or other charges for which the tenant is liable.
- B. The apartment and all equipment are left reasonably clean and all trash and debris has been removed by the tenant.
- C. There is no damage which is not due to normal wear.
- D. All keys issued to the tenant are returned to the Housing Authority office when the tenant vacates.
- E. Tenant must provide the Housing Authority with a forwarding address.
- F. Tenant gives 60 days written notice to the Housing Authority.
- G. Tenant must have resided in the Housing Authority unit for nine or more months before interest will be paid on security deposit.

#### Pet Deposit

Tenant agrees to pay an additional pet deposit to be used by the Housing Authority at the termination of tenant's lease for reimbursement for costs of repairing any damages to the dwelling unit caused by a pet. (See Appendix C for Pet Policy; Service and Companion Animal Policy)

### PART VI - RE-EXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

- 1. As required by regulation, the Housing Authority will re-examine the status of each family relating to the rent charge, and the size of the unit required. Families choosing flat rent will be reexamined once every three years or at resident request. Families choosing income-based rent will be reexamined annually or until circumstances warrant an interim rent review.
- 2. At annual re-examination the tenant is required to:
  - A. Provide releases of information.
  - B. Complete Personal Declaration form.

- C. Verify ALL income, assets, and deductions;
- D. Provide current information on family composition; and
- E. Provide verification of status for Community Service requirement.

Failure by family to cooperate in and complete interim re-examinations in a timely manner and annual re-examinations prior to the annual date of the original lease is a violation of the tenant's lease and shall be grounds for termination of tenancy.

- 3. Income will be reviewed at the reexamination to determine rent to be charged. If it is found that the rent currently being charged is no longer in conformance with HUD regulations, the rent will be adjusted accordingly.
- 4. When rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances warrant a special rent and income review. Residents must report any changes in income in excess of \$50 per month in writing within two weeks. All changes in household composition must be reported immediately. If needed, the rent and the unit size will be adjusted in accordance with HUD regulations:
  - A. Additional persons will reside in the unit.
  - B. Tenant requests a rent review due to a decrease in family income or change in family size or a change in other circumstances which would lower the rent payment according to HUD regulations. Typically, the decrease in income will be adjusted if it is anticipated to last more than 90 days.
  - C. The current rental payment was calculated for a temporary time period.
  - D. There is a change in Authority regulations requiring such a review.
  - E. Increases in family income reported in a timely fashion in writing will not be calculated until the next annual rent review in accordance with the FHRA self-sufficiency incentives. Increases in income which are not reported in writing will be changed retroactive to the date of change.
- 5. Increases in rent resulting from rent reviews are effective the first day of the second month following the change. Decreases in rent are effective the first day of the month following the change. All changes must be verified in writing by the 15th of the month in which the change occurs, or within 10 days, whichever comes first.
- 6. If it is found that the size or composition of a household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations the Housing Authority shall transfer family to other dwelling unit according to transfer procedures as set out in this plan.

7. If it has been found that a tenant misrepresented to the Authority the facts upon which rent is based, so that the rent paid is less than should have been charged, then the increase in rent is made retroactive to the date the change should have been made. If the Housing Authority determines that the tenant has gained admission or remained in occupancy in the Housing Authority's project through the tenant's willful misrepresentation of income, assets, or family composition, the Housing Authority may serve 30-Day Notice of Termination of Lease and may file charges against tenant in District Court for theft of services or fraud.
8. If the Housing Authority finds that a tenant intentionally or deliberately misrepresented his/her income, assets, deductions or family composition, the tenant may be given notice of Termination of Lease at the time the misrepresentation is discovered, whether or not the tenant is eligible when the misrepresentation is discovered. Tenant has the right to request to pursue the Housing Authority's grievance procedures.
9. The FHRA will not reduce the annual income of a family or reduce the rent because of a reduction in the family's welfare assistance because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

## PART VII - VERIFICATION OF STATEMENTS AND INCOME

All applicants and tenants shall be required to furnish proof of any statements, when requested by the Housing Authority, to reasonably assure accuracy.

When an applicant or tenant reports annual income which appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., AFDC, welfare, unemployment compensation, child support, child care assistance reimbursements, etc.) the Housing Authority may require the absence of such income to be verified, every 60 days.

All verifications will be obtained prior to the signing of a lease and for all subsequent re-examinations to ensure that current and accurate data is used in calculating rents, eligibility and unit size.

Applicants/tenants must furnish verification or provide authorization to the Housing Authority to obtain verification from a third party of all statements regarding income, assets, and allowances.

When a tenant's or applicant's participation in or completion of a drug abuse, alcohol abuse or other counseling program is required for admission or continued occupancy, the applicant or tenant must provide releases of information to the Housing Authority for such counselors or agencies as are involved for purposes of determining eligibility.

All income, assets and each applicable deduction or exemption is verified at the time of admission and at each subsequent reexamination. Income will be verified by third-parties when feasible. If third-party written verification is not possible, a review of documentation provided by the family, such as employer's W-2 forms, benefit checks, income tax returns, benefits award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third-party verification is not used, the Housing Authority will document the reason another method was used. (United States Treasury checks will not be photocopied.)

The following will be verified and documented in tenant files:

- A. Age of family members when the sole factor determining eligibility is based on age or to support exemptions claimed for minors.
- B. Displacement, handicap, disability, or age when they are a factor in determining eligibility for a placement on the waiting list or unit assignment.

For persons who claim disability but do not receive benefits under Section 223 of the Social Security Act or Section 102 (b) 5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when applicant or tenant has no other means of verifying disability, a Doctor's Certification as to the degree and possible length of such disability or equivalent may be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility.

- C. Full-time student status.
- D. Non-economic selection criteria. When the basis for possible denial of eligibility is the past conduct of the applicant or members of his or her family, the Housing Authority may request additional information, including, but not limited to:
  - (1) Verification of past rental history;
  - (2) Home visits to current residence; and
  - (3) Interviews with neighbors, clergy persons, advocates, counselors, parole officers, local law officers, etc.

## PART VIII - OCCUPANCY STANDARDS AND REQUIREMENTS

### 1. Occupancy Standards

Units are assigned so that no persons of opposite sex, other than head and co-head and children below the age of six years, will be required to occupy the same bedroom. When possible, units also should be assigned not to require use of living rooms for sleeping purposes. Every member of a family regardless of age should be considered a person.

The following will determine the number of bedrooms required for a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve

or maintain full occupancy by temporarily assigning a family to a larger unit than is required. Such family would be transferred to the proper size unit as soon as one is available. When transfers are necessary, they take priority over new admissions.

Generally assignment of units will be made as shown below:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	4
2	2	6
3	3	10
4	5	12

The relationship, age, sex, health, or handicap of the members of the family may be taken into consideration in assigning families within the above ranges.

2. Family Absences From Unit.

A unit under lease may not be left unoccupied for greater than 45 days, whether or not the tenant pays rent and/or utilities on the unit unless otherwise approved in writing by the Housing Authority. The FHRA may make case-by-case exceptions for required in-patient stays up to 180 days.

Criteria used to determine if a family is absent from a unit include but are not limited to:

- A. Rent is unpaid.
- B. Utilities are not in service.
- C. Papers piled up in front of door.
- D. Mail not collected, or Post Office reports a forwarding address has been placed at the Post Office by the family.
- E. Reports by neighbors or other individuals that the unit is vacant.
- F. Emergency inspection to view unit.
- G. Attempts by Housing Authority staff through mail and telephone to contact the family.
- H. Newspaper or other reports that the individual is incarcerated or deceased.

3. Changes in family composition.

- A. To add a family member, foster child or live-in aid to a tenant's lease, the tenant must within 30 days:
  - (1) Provide a written request to the Housing Authority.
  - (2) Complete a Personal Declaration including the proposed new family member so that the additional family member may be screened for eligibility.
  - (3) Supply all required documentation for proposed new family member, foster child, live-in aide, etc.
  - (4) Not allow the proposed new family member to reside in the unit for more than three days without written approval from the Housing Authority prior to the proposed new family member being determined to be eligible by Housing Authority staff and being officially added to the lease. (Exception: a newborn or adopted baby or foster child may reside in unit during the process of determining eligibility to be added to the lease as a family member.)

- B. To remove a family member from the tenant's lease the following procedures must be followed within 30 days:
- (1) The adult head of household may remove minors from the lease by written request to the Housing Authority. The tenant may be required to provide documentation to show that the minor no longer resides in the unit when the Housing Authority requests such information.
  - (2) An adult member of the household may only be removed from the lease as follows:
    - a. The adult member himself/herself presents a written request to the Housing Authority to be removed from the lease.
    - b. The court evicts the adult family member from the unit.
    - c. There is a court restraining or protection order in force which prohibits the adult family member from being in or near the unit.
    - d. The adult family member is incarcerated for a period to exceed 6 months.
    - e. The adult family member is hospitalized in a mental institution for a period to exceed 6 months.
    - f. When circumstances arise other than those mentioned above which would not deny or interfere with the removed adult family member's rights under the lease.

#### 4. Shared Housing

- A. The Housing Authority may, (but is not required to), house more than one family in a public housing unit, if it is agreeable to the families involved and is permitted by local zoning and occupancy laws.
- B. Each family in shared housing:
- (1) Must be eligible for the program and have a position on the waiting list;
  - (2) Must have income and rent computed according to HUD regulations;
  - (3) Must have its own lease; and
  - (4) Could leave or be evicted without affecting the other family's lease.
- C. The Housing Authority is not responsible to match applicants willing to share or to find a replacement family when one leaves.
- D. Utility allowance is prorated according to each family's total family membership. It is the responsibility of the families to pay their own utility bills.
- E. Each family must provide a separate security deposit. Responsibility for any damages are to be shared equally among the families.
- F. If one family leaves, the remaining family will have 60 days to find a replacement family. If the 60-day period expires, then the provisions governing reassignment of transfer are applied. If the utility allowance had been prorated, the remaining family is entitled to a rent adjustment reflecting its responsibility to pay utility bills until a replacement family is found or a transfer

arranged.

## PART IX - LEASING

1. Prior to admission, a lease shall be signed by the family head of household and any other adult members of the household and executed by the Housing Authority.
2. The lease is to be current at all times and must be compatible with Housing Authority policies as well as state and federal law.
3. Notices of Rent Adjustments which are issued to amend the lease need only be signed by the Housing Authority.
4. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the housing authority office and shall be furnished to applicants and tenants upon request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:
  - A. Delivered directly or mailed to each tenant; or
  - B. Posted in a conspicuous place at the project office.
5. Any modifications of the lease other than noted above or rent adjustments must be accomplished by a written addendum to the lease signed by both parties.

## PART X - LEASE TERMINATIONS

1. When the Lease May be Terminated
  - A. The tenant may terminate the lease by providing the Housing Authority with sixty (60) days written notice as defined in the lease agreement.
  - B. The lease may be terminated by the Housing Authority at any time by the giving of written notice for violation of the terms of the lease, HUD regulations or for other good cause.
2. Grounds for Termination of the Lease

**Zero Tolerance "One Strike and You're Out."** FHRA will deny applicants and/or remove tenants who are involved in drug-related criminal activity or illegally using a controlled substance. FHRA will deny applicants and/or remove tenants if it is determined that there is reasonable cause to believe that the person's abuse of alcohol or controlled substance interferes with the health, safety, or right to

peaceful enjoyment of the premises by other tenants.

Grounds for termination of the lease for action or failure to act by the tenant, any member of the tenant's household or guest(s), include, but are not limited to:

- A. Violation of any term of the Lease.
- B. Violation of any HUD regulation.
- C. Violation of House Rules.
- D. Failure to pay rent or other charges.
- E. Rendering to FHRA a Non-Sufficient Funds or No-Account check.
- F. Does not keep utilities in service.
- G. Poor living or housekeeping habits which result in the unit failing inspection and/or which create an unsafe or unsanitary condition in the unit or on the project premises.
- H. Destruction of property.
- I. Vacates unit in violation of this Lease.
- J. Tenant allows unauthorized individual(s) to stay in public housing unit for a period of over 7 days within a 30-day period without prior written FHRA permission.
- K. Activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other tenants or FHRA staff.
- L. Reasonable cause to believe that the tenant or member of tenant's family or guest(s) has a pattern of alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- M. Reasonable cause to believe that the tenant, member of the tenant's family or guest(s) has a pattern of controlled substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- N. Any drug-related criminal activity on or off the premises. Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.
- O. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
- P. Conviction or entry of a plea of guilty to any felony.
- Q. Fleeing to avoid prosecution, or custody of confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
- R. Violating a condition or probation or parole imposed under Federal or State law.
- S. Actual or threatened abusive or violent behavior toward FHRA personnel.
- T. Disturbance of neighbors.
- U. Any other violation of state, or federal law, city ordinance, or other rule or regulation of any authority, including FHRA.
- V. Failure to provide Social Security numbers.
- W. Failure to provide evidence of citizenship or eligible immigration status.
- X. Tenant fails to submit requested releases of information and other documentation as requested by FHRA to comply with this Lease, HUD regulations and any other federal, state or local law which binds the tenant and/or FHRA within time specified.
- Y. Overstates deductions/allowances/expenses.
- Z. Uses false identity, or false documents such as Social Security number(s), birth certificates,

- marriage licenses, divorce papers, etc.
- AA. Falsifies number of household members, such as adding fictitious children, or omitting a household member with income.
- AB. Knowingly omits or under-reports income or assets of self or household member.
- AC. Transfers income or assets to obtain/retain false eligibility.
- AD. Tenant certifies to false statements.
- AE. Tenant certifies to false information.
- AF. Fails to report all sources and all amounts of income and assets at annual recertification.
- AG. Tenant fails to complete interim recertification in a timely manner as set out in this Lease and annual recertification as required by HUD.
- AH. Failure to cooperate in and complete interim and annual recertification.
- AI. Does not report changes in family composition by the 25th of the month in which it occurs, or within 10 days whichever comes first.
- AJ. Failure to comply with the Community Service requirement.
- AK. Discovery after admission of facts that made the tenant ineligible.
- AL. Failure to accept the FHRA's offer of a lease revision to an existing lease.

Determination that a tenant, tenant's family, or guest(s) have violated the Lease, the Housing Authority's Admissions and Occupancy Administrative Plan, HUD regulations, or federal housing law which requires that the applicant be denied or the tenant evicted from the premises shall be based on the preponderance of the evidence rather than the standard of "beyond a reasonable doubt" in criminal law.

Verification of any of the above violations is considered grounds for Termination of Lease, or other appropriate action to correct the violation(s).

Before the Housing Authority takes any adverse action based on a criminal conviction record, the Housing Authority must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record through the Housing Authority's Grievance Procedure as set out in this plan.

Failure by the Housing Authority to terminate on the basis of one incident is not a waiver of any legal remedies or termination at a later date.

If the Housing Authority terminates the lease, written notice will be given as follows:

- a. At least fourteen (14) days prior to termination in the case of failure to pay rent.
  - b. A reasonable time prior to termination based on the urgency of the situation in the case of creating or maintaining of a threat to the health or safety of other tenants or Authority employees or the safety of the premises.
  - c. At least thirty (30) days prior to termination in all other cases.
3. Notice of termination to tenant shall state the reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request to pursue the Housing Authority's Grievance Procedure and the elements of due process, except where the Grievance Procedure is not required by statute.

4. When the Housing Authority is required to afford the tenant the opportunity for a hearing under the Housing Authority's Grievance Procedure for a grievance concerning the lease termination (966.51(9)(1)), the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by tenant) the grievance process has been completed.
5. Appeals concerning the obligations of the tenant or the Housing Authority under the provisions of the lease shall be processed and resolved according to the Grievance Procedure of the Housing Authority in effect at the time such grievance or appeal arises; such procedure is to be posted in the Housing Authority office.
6. Terminated tenant files shall be disposed of three years after audit.

## PART XI - GRIEVANCE PROCEDURE

### 1. Definitions

- A. A "grievance" is a dispute which a tenant may have concerning Authority action or failure to act according to the individual tenant's lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare, or status.
- B. A "complainant" is an adult tenant whose grievance is presented to the Housing Authority or at the Housing Authority office informally or as part of the informal hearing process.
- C. "Hearing Officer" means a person(s) selected according to this Grievance Procedure to hear grievances and render a decision.
- D. A "tenant" is a lessee of any tenant family residing in housing owned or leased by the Housing Authority.
- E. "Elements of due process" shall mean in an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Opportunity for the tenant to examine directly relevant documents, records or regulations of the Housing Authority prior to the trial for the purpose of preparing a defense (The tenant is allowed to copy the Housing Authority's documents directly relevant to the eviction. Such copying is at the tenant's expense.);
  - (3) Right of the tenant to be represented by counsel of his/her choice, and at his/her expense.
  - (4) Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

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

2. Complaints Excluded from the Grievance Procedure

The following complaints are excluded:

- A. Imposition of penalties for late payment, NSF or No Account check penalties, copying charges.
- B. Disputes between tenants.
- C. Class grievances.
- D. Grievances filed by a live-in aide, or remaining family members.
- E. An eviction for any criminal activity that threatens the health, safety or right to the peaceful enjoyment of the premises of other tenants or employees of the Housing Authority.
- F. An eviction for any drug-related criminal activity on or off such premises.
- G. When the Housing Authority is not required to afford the tenant the opportunity for a hearing under the PHA administrative Grievance Procedure, the Housing Authority shall:
  - 1) State that the tenant is not entitled to a grievance hearing on the notice issued;
  - 2) Specify the judicial eviction procedure to be used for eviction of the tenant; and
  - 3) State that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

3. Procedures Prior to a Hearing

A. Informal Settlement of Grievance Procedures

- 1) Any grievance shall be personally presented either orally or in writing to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. (If the grievance is written, it must be signed by the complainant.) The grievance must be presented no later than the first working day after the fifth (5th) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify:
  - a. The particular ground(s) upon which it is based;
  - b. The action requested; and
  - c. The name, address, and telephone number of complainant and similar information about his/her representative, if any.
- 2) Within ten working days, a summary of this discussion will be given to the complainant by a Housing Authority representative, one copy to be filed in the Housing Authority's tenant files.

- 3) The summary will include: names of participants, date of the meeting, nature of the proposed disposition, and specific reason therefore and shall specify steps by which a formal hearing can be obtained.

The informal settlement conference must be held within 30 days of the tenant's request for such conference unless there are extenuating circumstances which are verified by the complainant and accepted by the Housing Authority. If there are no extenuating circumstance verified to and accepted by the Housing Authority within 30 days from the tenant's request for informal settlement conference, the complainant shall be notified by mail of procedures by which to request a formal hearing. If the complainant fails to make a timely request for formal hearing as set out in the procedures to request a formal hearing they shall be deemed to have waived their right to such a hearing, and the Housing Authority will forward the file to legal counsel for legal processing through the District Court.

B. Dissatisfaction with Informal Disposition

- 1) If the complainant is dissatisfied with the proposed disposition of the grievances, he/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
- 2) The request for a hearing must be presented to the Authority office.
- 3) The request must be date stamped.
- 4) The request for a hearing must have specify reasons for the grievance, and the action or relief sought.

C. Failure to Request Formal Hearing

- 1) If the complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the Housing Authority's proposed disposition of the grievance will become final.
- 2) The above determination in no way constitutes a waiver of the complainant's right to contest the Housing Authority's disposition of his/her grievance in an appropriate judicial proceeding.

4. Right to a Hearing

After exhausting informal procedures outlined above, a complainant is entitled to a hearing before a hearing official. The right to a private hearing shall be afforded the complainant unless the complainant requests a public hearing.

5. Procedures to Obtain a Hearing

A. Informal Prerequisite

- 1) All grievances must be informally presented as stipulated above as a prerequisite to a formal hearing.
- 2) The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why he/she failed to proceed informally.

- 3) If the complainant does not request a hearing within the time period allowed above, he/she waives his/her right to the hearing and proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. Escrow Deposit

- 1) Before a hearing is scheduled in any grievance involving an amount of rent the Housing Authority claims is due, the complainant shall pay to the Housing Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.
- 2) The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing official or panel.
- 3) The above requirements may be waived by the Authority in extraordinary circumstances, and this will be at the Housing Authority's discretion.
- 4) Unless waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
- 5) Failure to make such payments is not a waiver of any right the complainant may have to contest the Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

C. Scheduling

- 1) Upon complainant's compliance with the above procedures, a hearing shall be scheduled by the hearing official promptly for a time and place reasonably convenient to both the complainant and Authority.
- 2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the Housing Authority official.

6. Procedure Governing the Hearing

- A. The hearing shall be held before a hearing officer.
- B. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which are noted above.
- C. If the hearing official determines that the issue has been previously decided in another proceeding, he/she may render a decision without proceeding with the hearing.
- D. Failure to Appear
  - 1) If the complainant or Authority fail to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five

working days, or make a determination that the party has waived his/her right to a hearing.

- 2) Such a determination in no way waives the complainant's right to appropriate judicial proceedings.
- E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and then the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the hearing official in such a way to be:
- 1) Informal - Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
  - 2) Orderly - The official shall require that the Housing Authority, complainant, counsel, and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing official to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. The complainant or Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Either party may purchase a copy of such transcript.

7. Decisions of the Hearing Official

- A. Within 10 working days following the hearing, the hearing official shall give the complainant and Housing Authority a written decision including reasons therefore. The Housing Authority will file one copy in tenant file and maintain another file copy with names and identifying references deleted for inspection by a prospective complainant, his/her representative, or hearing officials.
- B. The decision of the hearing official shall be binding on the Authority which shall take all actions necessary to carry out the decision unless the Housing Commissioners determine, within five working days, and so notifies the complainant that:
- 1) The grievance does not concern Authority action or failure to act in accordance with or involving the complainant's lease on Authority regulations which adversely affect the complainant's rights, duties, welfare or status;
  - 2) The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- C. A decision by the hearing official or Housing Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, not affect in any matter whatever, the rights the complainant may have to judicial

review in any proceedings; which may thereafter be brought in the matter.

8. Selection of Hearing Officer

The Executive Director shall appoint an impartial person or persons as hearing officer(s) upon appropriate notice, who may be an officer or employee of the Housing Authority provided such person is other than a person who made or approved the Housing Authority action under review or a subordinate of such person.

9. Accommodations of Person with Disabilities

- A. The Housing Authority must provide reasonable accommodations for the complainant with disabilities to participate in the informal and/or formal hearings.
- B. If the tenant is visually impaired, any notice to the tenant which is required must be in an accessible format.

## APPENDICES

Appendix A	Income Limits
Appendix B	Utility Allowances/Flat Rents
Appendix C	Pet Policies

Date Board Approved: August 10, 1999

Date HUD Approved: \_\_\_\_\_, \_\_\_\_.

APPENDIX A

Income Limits

	<u>Very Low/Low</u>	<u>Extremely Low</u>
1 Person	\$31,300	\$11,750
2 Persons	\$35,800	\$13,400
3 Persons	\$40,250	\$15,100
4 Persons	\$44,700	\$16,750
5 Persons	\$48,300	\$18,100
6 Persons	\$51,850	\$19,450
7 Persons	\$55,450	\$20,800
8+Persons	\$59,050	\$22,150

Effective September 2001

**APPENDIX B: UTILITY ALLOWANCES**

14-3	2 bedroom	156
	3 bedroom	207
	4 bedroom	253
14-4	2 bedroom	108
	3 bedroom	133
14-5	2 bedroom	108
	3 bedroom	134
14-6	1 <sup>st</sup> floor	39
	2 <sup>nd</sup> floor	31
	3 <sup>rd</sup> floor	33
	4 <sup>th</sup> floor	32
	5 <sup>th</sup> floor	31
14-7	2 bedroom	130
	3 bedroom	125

**FLAT RENTS**

**2001-2002**

14-1	\$ 250	1-2 bedroom			
14-2	\$ 350	1 bedroom	\$ 450	2 bedroom	
14-3	\$ 535	2 bedroom	\$ 635	3 bedroom	\$ 722 4 bedroom
14-4	\$ 462	2 bedroom	\$ 535	3 bedroom	
14-5	\$ 462	2 bedroom	\$ 535	3 bedroom	
14-6	\$ 350	1 bedroom			
14-7	\$ 470	2 bedroom	\$ 535	3 bedroom	

## Appendix C

### ADDENDUM TO LEASE

#### PET REQUIREMENTS

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON HI-RISE OR LOW-RISE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

1. A MAXIMUM NUMBER OF ONE PET, ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED.
2. PERMITTED PETS ARE DOMESTICATED CATS, DOGS, BIRDS, AND FISH AQUARIUMS.
3. DOGS AND CATS MUST WEIGH NO MORE THAN TWENTY (20) POUNDS. THE MANAGEMENT WILL HAVE THE RIGHT TO CHECK WEIGHT OF ALL PETS WHEN INTRODUCED INTO THE UNIT AND DURING THEIR STAY. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
4. DOGS AND CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
5. ALL DOGS AND CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
6. ALL PET OWNERS SHALL PURCHASE AND SHOW PROOF OF A LIABILITY INSURANCE POLICY OF \$100,000 PRIOR TO INTRODUCING A DOG OR CAT TO THE PROJECT PROPERTY.
7. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
8. DOGS AND CATS SHALL REMAIN INSIDE A RESIDENT'S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET. PETS SHALL USE THE COMMON AREAS ONLY

WHEN ENTERING OR EXITING. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.

9. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE. LITTER BOXES MAY NOT BE DISPOSED OF THROUGH THE GARBAGE CHUTES.
10. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT, AND PROPERLY DISPOSING OF SAID DROPPINGS.
11. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
12. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
13. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
14. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.
15. RESIDENTS SHALL NOT ALTER THEIR UNIT, PATIO OR UNIT AREA TO CREATE AN ENCLOSURE FOR AN ANIMAL.
16. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET.
17. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
18. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$150.00 FOR A CAT OR DOG; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRIOR TO THE PET RESIDING IN THE UNIT. THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET, OR MOVES.
19. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
  - a) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
  - b) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP: \_\_\_\_\_

RESPONSIBLE PERSONS SIGNATURE \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PETS AND AGREE TO CONFORM TO SAME.

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RESIDENT'S SIGNATURE

DATE

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**Appendix C**  
**ADDENDUM TO LEASE**  
**PET REQUIREMENTS**

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON SCATTERED SITE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

- 20. A MAXIMUM NUMBER OF ONE PET, ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED. REGISTERED SERVICE OR GUIDE DOGS ARE ALLOWED.
- 21. PERMITTED PETS ARE DOMESTICATED CATS, BIRDS, AND FISH AQUARIUMS.
- 22. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
- 23. CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
- 24. ALL CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
- 25. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
- 26. CATS SHALL REMAIN INSIDE A RESIDENT’S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.

27. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE.
28. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT, AND PROPERLY DISPOSING OF SAID DROPPINGS.

29. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
30. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
31. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
32. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.
33. RESIDENTS SHALL NOT ALTER THEIR UNIT, PATIO OR UNIT AREA TO CREATE AN ENCLOSURE FOR AN ANIMAL.
34. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET.
35. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
36. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$200.00 FOR A CAT; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRIOR TO THE PET RESIDING IN THE UNIT. THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET, OR MOVES. DEPOSITS ARE NOT REQUIRED ON ANIMALS THAT ASSIST THE HANDICAPPED.
37. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
  - c) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
  - d) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP: \_\_\_\_\_

RESPONSIBLE PERSONS SIGNATURE \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PETS AND AGREE TO CONFORM TO SAME.

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RESIDENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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WITNESS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## Appendix C

### ADDENDUM TO LEASE

#### SERVICE AND COMPANION ANIMAL POLICY

(Auxiliary Aides)

**Purpose:** The purpose of this policy is to ensure uniformity in application of Service Animal/Companion Animal requirements, and to ensure the welfare of all residents and the sanitation of properties.

All properties under the Fargo Housing & Redevelopment Authority management must allow persons with disabilities the use of a service and/or companion animal. Therefore, the Fargo Housing & Redevelopment pet deposit does not apply.

Service animals are not pets, but are defined under Section 504 as “auxiliary aides”. A service animal is a trained and/or licensed/certified animal utilized by individuals with physical disabilities, and those with vision or hearing impairments. They perform specific functions such as rescue work, pulling a wheelchair, fetching an item, etc.

Companion animals do not have specific disability training but are helpful in coping with the disability, such as providing emotional support. A companion animal is considered a reasonable accommodation.

Companion animals are medically prescribed by a primary physician/psychologist, psychiatrist or qualified medical agency. A written statement for the need of a companion animal must be provided. The terms in this policy apply principally to dogs and cats; the dogs must be house-broken and cats must be litter-box trained. Birds and fish that are traditionally kept in the home are also permitted.

**REGISTRATION:** All animals must be registered upon admission, and registration must be renewed annually on the anniversary of admission date.

The following documentation must be completed before admission of an animal:

Service animal requirements:

- Application
- Owner will submit a copy of the animal’s license or certification
- Dog tag immunization information
- References on where animal is to be taken in case of an emergency or how his or her animal should be taken care of in an emergency

Companion animal requirements:

- Application
- Written statement from authorized person requesting the reasonable accommodation of companion animal
- Dog tag immunization information
- Identify alternative care provider
- Is your animal free of communicable disease?
- Date animal was spayed, neutered and declawed

**DAMAGES:** Any damages to the unit, building, grounds, flooring, walls, trim, finish, tiles, carpeting, etc., will be the full responsibility of the animal owner and the animal owner shall agree to pay costs involved in restoring any damage to original new conditions as well as any costs required for cleaning, defleaing, and deodorizing required because of such animal. If, because of any such stains or chemicals to remove same, damage is such that it cannot be removed, animal owner hereby agrees to pay full cost and expense of replacing such materials.

**SICK OR INJURED ANIMALS:** No sick or injured animal will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of management. Admitted animals, which suffer illnesses or injury, must be immediately taken for veterinarian care at the animal owner's expense.

**INOCULATIONS:** Cats must have current inoculations as appropriate to the species, including but not limited to: feline distemper shots. Dogs shall have certificates of appropriate inoculations for heartworm, parvo, and rabies. Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian. Both Service/Companion Animals must be wearing dog tags for immunization information. Every dog shall wear a valid rabies tag and all animals shall wear a tag containing the animal owner's name, address, and phone number.

**NEUTERING, DECLAWING:** The companion animal owner agrees that animal shall be neutered. If the animal is too young at the time of occupancy, it shall be neutered at the earliest time deemed safe by a veterinarian. Animal owner agrees to have cat declawed within one week after such request has been made by management as a result of evidence of damage to apartment by claws.

**WASTE DISPOSAL:** Cats are required to be litter-box trained. The animal owner agrees to dispose of cat feces daily by putting it in a bag, closing it securely and placing it in the dumpster. The animal owner agrees that the full contents of the litter box will be disposed of in the same manner and will never be flushed down the toilet, put down the trash chute, or into the garbage disposal.

Proper disposal of dog feces is also required. Dog feces must be picked up immediately when dog eliminates, put in a bag, closing it securely and placing it in the dumpster.

**PUBLIC ACCESS:** With the exception of specially trained service animals, (example – seeing eye dogs or hearing dogs), companion animals are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, or other public gathering places. Animals may not be tied up outside and left unattended and must be on a leash outside of the building.

**UNIT CARE AND INSPECTIONS:** The animal owner agrees to maintain the unit in a sanitary and odorless manner. No alterations can be made to the premises. The animal owner agrees that the management has the right to inspect the owner's apartment as frequently as necessary. The animal owner agrees to restrain the animal when FHRA employees are in the unit for maintenance or inspections.

**OWNER ABSENCE:** The Service/Companion Animal owner agrees that if, for any reason, the animal is left unattended for more than 12 hours, the owner will provide information on how his or her auxiliary aide should be cared for. The management may call the designated alternative care providers if the Service/Companion Animal owner is unable to do so, and that person will be permitted to enter the apartment and be required to remove the animal from the premises. If the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all fees and costs borne by the owner. Within five days of such an emergency, the resident, his agent, family, or estate must make arrangements with holder of said animal as to its disposition and shall

be responsible for all obligations, financial and otherwise. The animal owner absolves management and /or its agents

of any or all liability, financial or otherwise, for actions taken on behalf of the animal owner, or the well being of the animal.

In the event the animal owner can no longer care for the animal due to health deterioration, the animal owner agrees to remove the animal from the premises.

**ANIMAL BEHAVIOR AND VIOLATION OF POLICY:** The companion animal owner shall not permit the animal to cause any noise, damage, discomfort, nuisance or in any way inconvenience or cause complaints from other residents. After receipt of each verified animal complaint, management will issue a written warning. Three verified complaints constitute violation of this service animal policy, and after private conference, the owner may be required to remove the animal from the premises. The owner must then sign an affidavit stating that the animal is no longer on the premises and will not return in the future. Misrepresentation of this affidavit or refusal to remove the animal will be grounds for eviction of the animal owner. Management exercises the right to act immediately in animal removal in situations deemed an emergency. Service animals are licensed and have extensive training therefore are excluded from this action.

**CARE OF THE ANIMAL:** The animal owner agrees to humanely care for the animal by providing it with sufficient food and water and veterinary treatment when needed. Resident agrees that abuse of the animal will result in contact by management with the Humane Society.

**LIABILITY:** The animal owner shall be strictly liable for the entire amount of any injury to the person or property of the other residents, staff, or visitors of the Fargo Housing & Redevelopment Authority caused by their animal, and shall indemnify the Fargo Housing & Redevelopment Authority for all costs of litigation and attorney's fees resulting from such damage.

In case of emergency or illness, the following person will remove my Service/Companion Animal from my apartment and be responsible for its care:

Name and relationship \_\_\_\_\_

Responsible person's signature \_\_\_\_\_

I have read and understand the above regulations regarding Service/Companion Animals and agree to conform to same.

---

Resident's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

### Appendix C

## ADDENDUM TO LEASE

### Request for a Reasonable Accommodation

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

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

1. The following member of my household has a disability as defined below:  
(A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

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

2. As a result of his/her disability the following change or changes so that (the person listed) can live here as easily or successfully as the other residents. **Check the kind of change(s) you need.**

A change in my apartment or other part of the housing complex.

A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

3. I need this reasonable accommodation so that I can:

4. You may verify that I have a disability and my need for this request by contacting:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**I give you permission to contact the above individual for purposes of verifying that I or a family member have/has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**FARGO HOUSING AND  
REDEVELOPMENT AUTHORITY**

***ADMINISTRATIVE  
PLAN***

**Section 8 Existing Housing  
Certificates/Vouchers**

***OCTOBER 2002***

*FARGO HOUSING & REDEVELOPMENT AUTHORITY  
P.O. BOX 430  
FARGO, ND 58107-0430*

**FHRA  
CERTIFICATE AND VOUCHER  
ADMINISTRATIVE PLAN\***

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**\*APPROVED BY THE FHRA BOARD OF COMMISSIONERS ON OCTOBER 9, 2001.**

Amended 10/2001

## **OUR MISSION**

**It is the mission of the Fargo Housing and Redevelopment Authority to provide affordable and quality housing, services and opportunities to low and moderate income persons.**

### **APPROACH AND OBJECTIVES IN PROGRAM ADMINISTRATION**

The Fargo Housing and Redevelopment Authority's objective in the administration of the Section 8 Tenant-based Rental Assistance Program is to aid individuals in becoming upwardly mobile and independent by helping them attain affordable, safe and decent housing in the Fargo area. The Fargo Housing and Redevelopment Authority (hereafter in this document also known as FHRA) will ensure through its administration of the program that participants will be aware of the wide variety of housing types available to them. All efforts will be made to ensure participants take advantage of the freedom of housing choice and expansion of housing opportunities made possible by the Section 8 program. By consistent and thorough enforcement of minimum housing quality standards, FHRA will enhance community efforts to improve and maintain the existing housing stock.

At least 75 percent of the FHRA's Section 8 Vouchers will be made available to families whose income does not exceed 30 percent of area median income. The remaining 25 percent may be made available to families whose income does not exceed 50 percent of area median income.

The Fargo Housing and Redevelopment Authority has created a Family Self Sufficiency program and networks with local service providers in referring families to social services programs, job opportunities, home-ownership activities, continuing education and agencies who can provide financial assistance to clients. FHRA's objective is to work with families to become self sufficient and no longer in need of housing assistance.

This Administrative Plan addresses all local discretionary program functions in the Section 8 Tenant-based Rental Assistance program. All other operating procedures will be developed and implemented according to Federal regulations found at 24 Code of Federal Regulations Parts 800 and 900 as applicable. The requirements of the Section 8 Administrative Practices Handbook, (7420.7), and Section 8 Housing Assistance Payment Program - Existing Housing and Moderate Rehabilitation Processing Handbook (7420.3) will also be followed.

All federally mandated changes specified by the Code of Federal Regulations will supersede this Administrative Plan.

## **MARKETING AND OUTREACH**

To ensure groups least likely to apply for assistance will be reached, FHRA networks with the service providers in the area. Representatives of the various organizations serve on the FSS coordinating committee for the agency. The FHRA works with providers of special housing needs to ensure, to the extent possible, any person with a handicap, disability or special needs is able to obtain housing.

If at any time FHRA does not have an adequate pool of applicants, an ad or notice will be placed in the local paper containing the following information: (1) the Equal Housing Opportunity logotype and statement and (2) an invitation to all low-income persons or families to apply for rental assistance.

The FHRA outreaches to owners by providing a landlord information packet to all clients at the initial briefing. Landlord informational meetings are held when there are significant program changes which affect the leases between tenant and landlord, and the Housing Assistance Contract between the owner and the FHRA.

FHRA makes available to all applicants a listing of subsidized housing units, handicapped accessible units and a list of landlords known to the agency who are willing to participate in the Section 8 program. Although Fargo does not have a designated low-income area, marketing to the community as a whole will help to avoid concentration of low-income families.

The geographical/jurisdictional area in which a FHRA voucher may be used includes the City of Fargo and adjoining metropolitan contiguous areas. Portability procedures must be followed for areas outside of the FHRA jurisdiction. The FHRA may agree to waive the non-resident one-year residency requirement of the portability program in order to increase housing options for applicants.

## **EXPANDING HOUSING OPPORTUNITIES**

The FHRA will identify, map and maintain documentation of areas of poverty and minority concentration. The Housing Authority will make every effort to encourage landlords, outside areas of concentration, to participate in the Section 8 Housing Program. The PHA will monitor its families to determine if they are experiencing difficulties in finding housing outside areas of concentration. If they are, the PHA will consider whether it is appropriate to seek approval of area exception rents.

## NONDISCRIMINATION

FHRA will administer the Section 8 rental assistance program in a fair and consistent manner to all persons interested in program participation.

FHRA will not discriminate at any stage of the application or participation process because of race, color, national origin, religion, creed, sex, age, familial status or handicap. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state or local level. In addition, there shall be no discrimination against any applicant receiving part or all of his income from public assistance or based upon the location of housing selected by the applicant, providing such applicant is otherwise eligible, nor will there be discrimination based on marital status as per state law. FHRA is bound by the nondiscrimination requirements of federal, state and local law and will abide by the following:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. NDCC 14-02.4. FHRA shall not discriminate against any applicant because of race, color, sex, national origin, religion, age or mental handicap or status with regard to marriage or public assistance. No preference will be shown to any applicant because of political affiliation or acquaintance with any public official at the federal, state or local level;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving federal assistance;
- E. Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed) or sex in housing receiving federal assistance;
- F. The Fair Housing Act at 42 U.S.C. 3610-3619 and the implementing regulation at CFR 24 parts 100, 108, 109 and 110;
- G. Title II of the American with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

The FHRA will provide to all selected participants HUD's Fair Housing It's Your Right booklet, the name and phone number of the local Fair Housing Office, as well as make available the Landlord and Tenant Rights in North Dakota booklet.

## **DEFINITIONS**

**Family** - A family may be a single person or a group of persons.

**Elderly Family** - A group of persons consisting of two or more elderly persons (at least 62 years of age) or disabled persons living together, or one or more elderly or disabled persons who need a live-in aide.

**Single Person Family** - An elderly person, a disabled person, or any other income-eligible single person.

**Handicapped Family** - A handicapped person or group of persons whose head of household has a physical or mental impairment which is expected to be of long-term duration, which substantially impedes his/her ability to live independently, and is of such a nature that the disability could be improved by suitable housing conditions.

**Disabled Family** - A person or group of persons whose head of household has a disability within the meaning of Section 223 of the Social Security Act of 42 U.S.C. 423 or who has a developmental disability (Section 102 (7) of the Developmental Disabilities Assistance Act (42 U.S.C. 6001 (7)). No individual shall be considered a person with disabilities, for the purposes of eligibility for rental assistance under this title, solely on the basis of any drug or alcohol dependence.

**Continuously-assisted Family** - To be considered a continuously assisted family for admission when a family would not otherwise be eligible based on the family's current income and/or composition, the family must:

1. Be currently assisted under any federal housing or housing assistance program; or
2. Have had an interruption of assistance not to exceed 90 days which interruption was beyond the family's control and the family has met all previously imposed obligations in any current or prior participation in any federal housing program.

**Family Breakup** - FHRA will determine which family members continue to receive assistance when the family unit breaks up based on the following:

1. By mutual consent of family members.
2. When a family has children, the person who has actual physical custody of the children will receive continued assistance.
3. When an elderly or disabled family separates, the member who needs the unit as it has been adapted to their physical needs will receive continued assistance.
4. When family members leave a unit due to actual or threatened abuse, the family members leaving the abuser will continue to receive assistance.

5. When a court decision determines who will receive the continued assistance, FHRA will abide by the decision of the court.
6. In the absence of mutual consent, and when items 2 through 5 above are non-applicable, the current lease head of household will receive continued assistance.

**Absence from the Unit** - The assisted unit must be the only place of residency. A family may be absent from the unit for brief periods, no longer than 45 days to remain assisted. The family must supply certification if requested by the FHRA to verify residency. The FHRA may make case-by-case exceptions for required in-patient stays up to 180 days. Participants terminated from the program for reason of absence from the unit may request an Informal Review. A voucher may be issued without selection from the waiting list for reasons such as hospital stays which created the absence from the unit. These decisions will be made in accordance with the Informal Review procedures.

**Cost to Help Families who Experience Difficulty Renting Appropriate Housing**

Additional Administrative Fees will be billed to HUD for participant families who experience difficulty renting appropriate housing, including moves by families with 3+ children. FHRA will document extra counseling hours and will submit a reimbursement request to HUD accordingly.

**Housing Quality Standard** (also referred to hereafter as HQS) - The FHRA will follow the requirements for minimum housing quality standards as stated in the 24 Code of Federal Regulations 982.401 and the Section 8 Administrative Practices Handbook 7420.7.

**WAITING LIST PROCEDURES**

A waiting list will be maintained for all eligible applicants wishing to participate in the Voucher Program.

1. In order to be placed on the waiting list, an interested family must submit a complete eligibility application to FHRA. Applications are available at the FHRA office or will be mailed out upon request. Photo identification and proof of citizenship will be required.
2. Complete applications will be dated and time stamped upon receipt in the FHRA office.
3. All applications will be reviewed to determine if the family appears to meet income and family definition requirements of this plan and federal regulation prior to placement on the waiting list. FHRA will refuse an application from families owing money to this or another PHA until payment or formal repayment arrangements have been made.
4. In an effort to ensure the most successful housing placement, the FHRA mandates attendance to the Tenant Education Program offered through the Village Family Service Center prior to admission. Applicants will be notified of this requirement at time of application, allowing ample time for completion. Should waiting list time be less than three months, arrangements can be made to attend after admission. Waivers for this class will be considered by the administration.
5. An applicant determined ineligible will be notified in writing and advised of the

reasons for the determination and advised of their right to request an informal review of the decision within ten (10) days of the notification.

6. Applicants will be notified in writing of their apparent eligibility and approximate date a Voucher will be available. They will be advised that placement on the waiting list is no assurance of eligibility at the time the formal application is processed for certification.
7. Eligible applications will be placed on the waiting list in order of date and time received, after consideration of local preference.
8. The FHRA will select families for participation in the voucher program in accordance with the following local preference:
  - Applicants who qualify for a local preference will be offered a voucher before any family that does not qualify for a local preference.
9. AmeriCorps Vista members and their households serving a term of service in the Fargo area with a non-profit agency or public agency.

Families who qualify for a local preference:

- A. Substantiated victims of domestic violence.
  - A family may certify that they are eligible for a preference at the time they complete an application for the waiting list or any time thereafter. At the time the family is offered a voucher, eligibility for the preference will be verified.
- B. Those displaced as a result of a local natural or manmade disaster as defined by the City of Fargo Mayor's declaration of a state of emergency. Those displaced by the act of a disaster will be placed on the waiting list as high priority candidates for immediate selection onto the housing assistance program. To be considered displaced, the applicant's unit must be declared uninhabitable by third party inspectors.

Accepted verifications will include but not be limited to statements from two or more sources: law enforcement, court orders, YWCA, Rape and Abuse Center, clergy or case workers. Should the family be unable to verify eligibility for the preference at that time, they will be placed back on the waiting list according to the date and time of application.

Changes in the family composition, income, preference status, address and telephone number must be reported to FHRA by the family in writing.

The waiting list will be purged at least once a year to remove from the waiting list applications from families who are no longer interested in receiving housing assistance to ensure that the list remains representative of the needs of the community. The family's application will be made inactive and their name removed from the waiting list when the family: 1) fails to respond to letters from FHRA, or 2) refuses assistance from the voucher program.

When it is determined the existing waiting list contains an adequate pool of applicants for use of program funding, FHRA may stop accepting new applications. When it is determined that the existing waiting list no longer provides an adequate pool of applicants, the waiting list may be reopened to take new applications. Both the closing and opening of the waiting list shall be

accomplished by placing a public notice in the local newspaper.

### **SUBSIDY STANDARDS**

The following standards will be used to determine the size of a Voucher to be issued to an applicant at the time they begin their housing search. These standards are developed in accordance with federal regulations which state that there must be at least one bedroom or living sleeping room of appropriate size for each two persons in the family. Families will be issued a Voucher based on the smallest size appropriate for their needs based upon the following:

<u>Cert./Voucher Size</u>	<u>Minimum</u>	<u>Maximum</u>
0-Bedroom	1	1
1-Bedroom	1	4
2-Bedroom	2	6
3-Bedroom	3	8
4-Bedroom	6	10
5-Bedroom	8	12

For the purposes of determining subsidy, every family member, regardless of age, will be counted as a person and shall include: unborn child, foster child, temporarily absent children in foster care, children who live with family member or a child in the process of being legally adopted. In order to qualify as family members, parents must have actual physical custody of minor children for at least half-time each month.

**The subsidy standards are for Voucher issuance purposes only.** A family may rent a smaller size unit than stated on voucher, as long as the unit complies with minimum housing quality standards and the payment standard applicable to the actual unit size is used. The family may rent a larger size unit, as long as the unit complies with minimum housing quality standards. In this case the payment standard for the unit size listed on the voucher will be used.

A family continuing in the program who requests a new voucher will be issued a new voucher that complies with the current subsidy standards.

### **BRIEFING POLICY / APPLICATION PROCESS**

#### **Group Informational Intake Appointment**

The initial appointment must be made within ten (10) days of the date of the letter notifying the applicant that housing assistance is available. Failure to contact the Authority within the ten (10) days will result in the termination of the application. Exceptions will be made for extenuating circumstances on a case-by-case basis.

## **No Shows**

If the applicant is not present for his/her scheduled briefing appointment, the application will be terminated.

## **Rescheduled Initial Briefing Appointment**

An applicant must notify the Fargo Housing and Redevelopment Authority prior to the time of initial briefing appointment if necessary to cancel. A new appointment must be rescheduled within five (5) working days of the initial appointment.

## **Documentation Not Available**

If the applicant does not have the necessary documents for certification at the initial appointment, the applicant must submit documents within ten (10) days of the initial interview or the application will be terminated and the applicant must reapply.

## **VOUCHER ISSUANCE**

Families will be issued a Voucher as their names reach the top of the waiting list, which shall be in accordance with date and time of application, after consideration of local preference, and in compliance with the income targeting guidelines.

The procedure for compliance with income targeting guidelines includes:

Once a month, reports will be run tracking income for new admissions to the program. In the event that new admissions for the present fiscal year fall below the mandatory income guidelines for extremely low income admissions, it may become necessary to select applicants whose names have come up on the waiting list based on their meeting the extremely low income guidelines. This will be accomplished in the following manner:

- (a) An applicant at the top of the list will be sent a letter and asked to come in for interview.
- (b) If, after the interview, an applicant's verified income exceeds the extremely low income requirement, the applicant will be put back on the waiting list with their original date and time, and the next applicant at the top of the waiting list will be processed.
- (c) This process will continue until the Housing Authority is again in compliance with the mandatory income guidelines.

Families, whose names have reached the top of the waiting list, will be notified by mail and advised to contact FHRA within ten (10) days from the date of the letter to schedule an appointment to attend an initial briefing interview and to complete eligibility paperwork. Applicants are advised that if they do not attend the briefing and fail to contact FHRA to reschedule the appointment prior

to the scheduled initial appointment, the application will be inactivated. A new appointment must be rescheduled within five (5) working days of the initial appointment time. An applicant may request to be placed at the bottom of the waiting list one time; a second refusal of assistance shall inactivate the application.

If an applicant claims they did not receive a letter mailed by the Housing Authority to provide information or attend a briefing, the FHRA will determine if the letter was returned to the FHRA. If the letter was not returned to the FHRA, the applicant will be assumed to have received it. If the letter was returned to the FHRA and the applicant can provide evidence that they were living at the address to which the letter was sent, the application will be reinstated with the date and time of the application in effect at the time the letter was sent.

In order to receive assistance, at least one family member must have legal capacity to enter a lease under State Law.

Briefings will be conducted on a group basis whenever possible. After attending a group briefing the applicant must make an appointment for certification to be completed within five (5) business days. If an applicant does not have the necessary documents for certification at the initial appointment, the applicant must submit documents within ten (10) days of the initial interview or the application will be terminated and the applicant must reapply.

The purpose of the briefing is to acquaint the family with the operation of the program and to provide them with the tools necessary to successfully become participants of the program. The families will be given a voucher packet containing all the required information and documents. A full explanation will be given of each item. It will be made clear to all applicants the voucher will expire at the end of 60 days and that they must successfully complete their housing search in that time.

The following elements will be a part of each briefing and information packet:

- How the Voucher program works
- Family obligations
- PHA obligations
- Owner obligations
- Explanation of portability with information sheet
- Term of Voucher, policy on extensions
- How the housing assistance payment is determined
- Information of Payment Standards and Utility Allowances
- How maximum rents are determined
- What a family needs to consider when renting a unit (reasonable, location, etc.)
- HUD-required Tenancy Addendum
- Request for HA Approval of Assisted Tenancy Form
- What information the PHA will share with landlords \*
- Subsidy standards
- “A Good Place to Live” booklet

- Lead-based paint brochure
- Housing discrimination information and form to file complaints, phone # of FHEO office
- List of landlords/managers willing to work with the program
- List of any known accessible units
- Grounds for denial or termination of assistance
- Informal Hearing procedures

\*As per federal regulations, if requested in writing, FHRA must provide prospective landlords:

- Family's current address
- Name of family's current and prior landlord
- Knowledge of drug trafficking by any family member, and
- History on damage to unit or unpaid rent (only information documented in participant file)

### **EXPIRATION AND EXTENSION OF VOUCHER**

The family's name will be removed from the waiting list and the application will be made inactive if the family has not: 1) successfully completed their housing search, and 2) submitted a Request for HA Approval of Tenancy, or 3) requested an extension in writing prior to the expiration date of the Voucher,.

An extension of a Voucher will only be approved under the following circumstances:

- When the family verifies extenuating circumstances to FHRA's satisfaction or is a hard to house family, and can clearly demonstrate that they have made every effort to secure a suitable unit prior to expiration of the 60-day term of the Voucher; and
- Family has not refused a suitable unit without good cause; and
- There is a reasonable possibility that an extension of the Voucher will result in an approvable lease and the execution of a Housing Assistance Payments Contract.

FHRA will allow a maximum of one (1) thirty-day extension.

The FHRA may not approve a Request for HA Approval of Tenancy in which a voucher holder will pay more than 40% of their adjusted income toward rent.

### **DENIAL/TERMINATION OF APPLICATION OR ASSISTANCE**

DENIAL of assistance to an APPLICANT may include any or all of the following: denial of listing on the waiting list, denial of or withdrawal of a voucher, refusal to enter into a HAP contract, approve a lease and refusal to process or provide assistance under the portability procedures.

TERMINATION of assistance to a PARTICIPANT may include any or all of the following: refusal to enter in a HAP contract or approve a lease, termination of housing assistance payments under an outstanding HAP contract, or refusal to process or provide assistance under portability procedures.

An applicant/participant will be denied/terminated under the following circumstances:

1. If the family has been convicted of committing fraud in any Federally assisted housing program (Ineligible for one year from date of determination); or
2. If the family has violated any family obligations under the program as set out in the Voucher, the family's lease or HUD regulations (Ineligible for one year from date of determination); or
3. If the family owes money to the FHRA or to another PHA in connection with Section 8, the Low-rent Public Housing Program, or any other assisted housing program (Ineligible until amount is repaid in full, or family executes and is current on a repayment agreement with the Housing Authority to whom it owes money); or
4. If the family executed a repayment agreement for amount owed under the above programs and failed to reimburse the agency (Ineligible till amount is paid in full); or
5. If a family participating in a Family Self Sufficiency program fails to comply, without good cause, with the family's FSS contract of participation (Ineligible for one year from date of determination); or
6. If the family has engaged in or threatened abusive or violent behavior toward FHRA personnel (Ineligible for one year from date of determination); or
7. If any member of the family fails to sign and submit consent forms for obtaining information as required by HUD and the Housing Authority (Ineligible for one year from date of determination); or
8. If the family has submitted information to the Housing Authority which is not true or complete or if the family did not provide information required within the time frame specified during the application process (Ineligible for one year from date of determination); or
9. If any member of a family refuses to sign required evidence of citizenship or eligible immigration status (Ineligible for one year from date of determination); or
10. If any member of the family is subject to registration requirement under a state sex offender registration program (Lifetime ineligibility); or
11. If any member of the family has engaged in drug-related criminal activity \* or alcohol abuse. (It is not the responsibility of FHRA to screen for this behavior; however, if any reports are brought to the attention of FHRA staff, each case will be thoroughly researched.)
12. Discovery after admission of facts that made the tenant ineligible.

\* Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

- a) Ineligibility if evicted or terminated for drug related activity  
Persons evicted or terminated from **Public Housing, Indian**

**Housing, Section 23 housing, or any Section 8 program**

because of drug-related criminal activity are ineligible for admission to Section 8 programs for **three (3) years** beginning on the date of such eviction.

b) Ineligibility for abuse of alcohol

The term of ineligibility for a person evicted because abuse of alcohol in any way interfered with the health, safety or right to peaceful enjoyment of the premises by other residents is **two (2) years**.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

c) Screening out or terminating illegal drug users and alcohol abusers

Admission to Section 8 programs is prohibited if FHRA determines any person is illegally using a controlled substance, or if FHRA finds reasonable cause to believe that 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, or if the **pattern** of illegal use of a controlled substance or **pattern** of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

FHRA will deny or terminate if a participant family member commits or has committed drug-related criminal activity\*, violent criminal activity or gang activity within the last **five** years before the date that FHRA provides notice to the family of the determination to deny or terminate assistance. A preponderance of evidence will be used regardless of whether the family member has been arrested or convicted.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

\* FHRA will permanently deny admission to the Section 8 program, and immediately and permanently terminate assistance of persons convicted of manufacturing or producing methamphetamine.

12. The HAP contract will automatically terminate when 180 calendar days have passed since the last housing assistance payment. Participant may reapply at any time; or
13. If the family moves during the first term of an assisted lease, or moves more than once in any subsequent 12-month period without an exception approved in writing by FHRA (ineligible for one year from date of determination); or
14. If the family is responsible for a breach of the HQS that is caused by any of the following:

- a) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant; or
- b) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
- c) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any FHRA approved extension thereof).

If the family has caused a breach of HQS, FHRA will take prompt and vigorous action to enforce the family obligations, including possible termination of assistance. This may result in ineligibility for one year from date of determination.

When making a determination to deny an application or assistance to an applicant or to terminate assistance to a participant because of action or failure to act by members of the family, FHRA has the discretion to consider all circumstances in each case. This includes the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the actions or failures to act. FHRA 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 assisted unit. FHRA may permit the other members of a participant family to continue receiving assistance. All decisions will be made on the preponderance of the evidence.

In each of the cases identified in this section, the applicant or participant family will be notified of their right to due process under the FHRA Informal Review procedures.

### **ADDING A PERSON TO HOUSEHOLD**

Before the FHRA will grant a participant head of household's request to add another person to the program, a written statement approving the additional person on the lease must be submitted by the landlord and the individual being added must meet all eligibility requirements.

### **POLICY GOVERNING PARTICIPANT FAMILY MOVES**

For moves not caused by owner breach of contract, the family may not move during the initial term of the lease, and the family will not be able to move more than once in any subsequent 12-month period. Exceptions to this policy may be made at FHRA's discretion, some examples are: natural disasters such as fire, flood or tornado.

An exception may be made for portability of a Voucher for (1) self-sufficiency purposes if participant produces documentation of employment or education and (2) access to medical care.

If a family wishes to move with continued assistance, and the participant family terminates the lease by giving notice to the landlord, the participant family must give FHRA a copy of the notice.

### **ADMINISTRATION OF A PORTABLE FAMILY'S SELF-SUFFICIENCY CONTRACT**

FHRA will administer current family self-sufficiency contracts for families who have ported into the FHRA Certificate/Voucher Program and have a current FSS contract with the initial Housing Agency.

### **DISAPPROVAL OF OWNERS**

1. FHRA must not approve a unit if FHRA has been informed (by HUD or otherwise) that the owner\* is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24; or
2. When directed by HUD, FHRA must not approve a unit if:
  - a) 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; or
  - b) a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal Equal Opportunity requirements.
3. Disapproval of landlords for discretionary reasons will be authorized by the Executive Director for blatant or repeated violations and misrepresentations of regulations for any of the following reasons:
  - a) If the owner\* refuses to or has a history of refusing to terminate the tenancy of a family who threatens the health and safety of other residents, managers, HA personnel, or the owner; disturbs the peaceful enjoyment of others residing in the immediate vicinity; or engages in drug-related or violent criminal activity; or
  - b) If the owner has violated obligations under the HAP contract; or
  - c) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
  - d) If the owner has engaged in drug-trafficking; or
    - 1) If the owner has a history or practice of non-compliance with the HQS for units leased under the rental assistance program, or with applicable housing standards for units leased under the project-based Section 8 assistance or leased under any other federal housing program; or
    - 2) If the owner has a history or practice of renting units that fail to meet State or local housing codes; or
    - 3) If the owner has not paid State or local real estate taxes, fines or assessments.

\* For purposes of this section "owner" includes principal or other interested party.

## **DISAPPROVAL OF LEASES**

FHRA will disapprove leases that do not comply with State and local law requirements.

### **REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

1. An annual reexamination of income and family composition is required of all program participants. In addition, participants are required to report in writing immediately any income or household composition changes. Increases in family income reported in writing in a timely manner will be processed at the family's next annual review in accordance with FHRA self-sufficiency incentives. Increases in income not reported in writing will be processed at an interim review. All household composition changes will be processed immediately. It is the policy of FHRA to use estimated earned income in determining total tenant payments.
  
2. At annual re-examination the tenant is required to:
  - A. Provide releases of information.
  - B. Complete Personal Declaration form.
  - C. Verify **ALL** income, assets, and deductions;
  - D. Provide current information on family composition; and
  - E. Provide verification of status for Community Service requirement.

Failure by family to cooperate in and complete interim re-examinations in a timely manner and annual re-examinations prior to the annual date of the original lease is a violation of the tenant's lease and shall be grounds for termination of tenancy.

3. Income will be reviewed at the reexamination to determine rent to be charged. If it is found that the rent currently being charged is no longer in conformance with HUD regulations, the rent will be adjusted accordingly.
  
4. When rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances warrant a special rent and income review. Residents must report any changes in income in excess of \$50 per month in writing within two weeks. All changes in household composition must be reported immediately. If needed, the rent and the unit size will be adjusted in accordance with HUD regulations:

- A. Additional persons will reside in the unit.
  - B. Tenant requests a rent review due to a decrease in family income or change in family size or a change in other circumstances which would lower the rent payment according to HUD regulations. Typically, the decrease in income will be adjusted if it is anticipated to last more than 90 days.
  - C. The current rental payment was calculated for a temporary time period.
  - D. There is a change in Authority regulations requiring such a review.
  - E. Increases in family income reported in a timely fashion in writing will not be calculated until the next annual rent review in accordance with the FHRA self-sufficiency incentives. Increases in income which are not reported in writing will be changed retroactive to the date of change.
5. Increases in rent resulting from rent reviews are effective the first day of the second month following the change. Decreases in rent are effective the first day of the month following the change. All changes must be verified in writing by the 15th of the month in which the change occurs, or within 10 days, whichever comes first.
  6. If it has been found that a tenant misrepresented to the Authority the facts upon which rent is based, so that the rent paid is less than should have been charged, then the increase in rent is made retroactive to the date the change should have been made. If the Housing Authority determines that the tenant has gained admission or remained in occupancy in the Housing Authority's project through the tenant's willful misrepresentation of income, assets, or family composition, the Housing Authority may serve 30-Day Notice of Termination of Lease and may file charges against tenant in District Court for theft of services or fraud.
  7. If the Housing Authority finds that a tenant intentionally or deliberately misrepresented his/her income, assets, deductions or family composition, the tenant may be given notice of Termination of Assistance at the time the misrepresentation is discovered, whether or not the tenant is eligible when the misrepresentation is discovered. Tenant has the right to request to pursue the Housing Authority's grievance procedures.
  8. The FHRA will not reduce the annual income of a family or reduce the rent because of a reduction in the family's welfare assistance because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

### **VERIFICATION OF STATEMENTS AND INCOME**

All applicants and tenants shall be required to furnish proof of any statements, when requested by the Housing Authority, to reasonably assure accuracy.

When an applicant or tenant reports annual income which appears to be less than adequate for the

family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., AFDC, welfare, unemployment compensation, child support, child care assistance reimbursements, etc.) the Housing Authority may require the absence of such income to be verified, every 90 days. After receipt of income, rent will be computed and instituted the beginning of the second month in which income started.

All verifications will be obtained prior to the signing of a lease and for all subsequent re-examinations to ensure that current and accurate data is used in calculating rents, eligibility and unit size.

Applicants/tenants must furnish verification or provide authorization to the Housing Authority to obtain verification from a third party of all statements regarding income, assets, and allowances. When a tenant's or applicant's participation in or completion of a drug abuse, alcohol abuse or other counseling program is required for admission or continued occupancy, the applicant or tenant must provide releases of information to the Housing Authority for such counselors or agencies as are involved for purposes of determining eligibility.

All income, assets and each applicable deduction or exemption is verified at the time of admission and at each subsequent reexamination. Income will be verified by third-parties when feasible. If third-party written verification is not possible, a review of documentation provided by the family, such as employer's W-2 forms, benefit checks, income tax returns, benefits award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third-party verification is not used, the Housing Authority will document the reason another method was used. (United States Treasury checks will not be photocopied.)

The following will be verified and documented in tenant files:

- A. Age of family members when the sole factor determining eligibility is based on age or to support exemptions claimed for minors.
- B. Displacement, handicap, disability, or age when they are a factor in determining eligibility for a placement on the waiting list or unit assignment.

For persons who claim disability but do not receive benefits under Section 223 of the Social Security Act or Section 102 (b) 5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when applicant or tenant has no other means of verifying disability, a Doctor's Certification as to the degree and possible length of such disability or equivalent may be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility.

- C. Full-time student status.

#### **EXECUTION OF HAP PAYMENTS**

Housing Assistance Payments are not made on behalf of the participant until all paperwork is received, the unit has passed a HQS inspection and contracts are signed by all parties.

## **PORTABILITY**

In an effort to maximize the use of program funds, and in the best interest of the program operation, the Fargo Housing and Redevelopment Authority will waive the 12-month residency requirement an applicant must fulfill prior to moving out of the issuing HA's jurisdiction, when an applicant from another housing authority, which has entered into a portability agreement with FHRA to administer the voucher, requests such portability.

## **MINIMUM RENT REQUIREMENTS**

For the Voucher program, the minimum amount of the total tenant payment (TTP) must be at least \$50.00. Voucher families will pay the owner the difference between the monthly rent to owner and the housing assistance payment.

## **MINIMUM RENT HARDSHIP EXEMPTION**

FHRA may grant an exception to the minimum rent requirement for hardship circumstances, which includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
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 circumstances, including loss of employment; or
4. A death in the family has occurred.

An exemption will not be provided if the hardship is determined temporary.

FHRA will inform all program participants of their right to request a minimum rent hardship exemption and that determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended for a period of up to 90 days. The minimum rent will be suspended until a determination is made whether:

- a) There is a hardship covered by the statute; and
- b) The hardship is temporary or long-term.

If FHRA determines that there is no hardship covered by the statute, minimum rent is imposed, including backpayment for minimum rent from time of suspension. If FHRA determines that the hardship is temporary, the minimum rent also is imposed, including backpayment for minimum rent from the time of suspension. The family will not be evicted for nonpayment during the 90-day period commencing from the date of the review request.

## GRIEVANCE PROCEDURES

In order to serve applicants and participants as quickly and efficiently as possible, an applicant family or a participant family will be offered the opportunity for an administrative review prior to either an informal review (applicant) or an informal hearing (participant) upon request by the family to answer family's questions on FHRA's action or the program guidelines.

### PROCEDURES FOR AN ADMINISTRATIVE REVIEW

Persons who conduct the Administrative Review shall be designated by the Executive Director. Staff assigned to conduct the administrative review will attempt to answer the questions of the applicant or the participant either through telephone communication or a meeting with the family.

If issues cannot be resolved through an administrative review, the applicant will be informed of his/her right to an Informal Review and a participant will be informed of his/her right to an Informal Hearing.

### INFORMAL REVIEW POLICY

The Fargo Housing and Redevelopment Authority will provide an **applicant** the opportunity for an **Informal Review** if the applicant is denied participation in the program, except where an Informal Review is not required by HUD regulation (24 CFR 982.554).

FHRA will use the following procedures to advise the applicant and conduct the review:

- (1) The applicant will be given written notification of the denial of assistance for either (a) denial for placement on the waiting list, or (b) denial of issuance of a Voucher which shall state the reason(s) for denial.
- (2) The notice will state the applicant has a right to request, in writing, an informal review of the decision within ten (10) business days of the day of the notification.
- (3) The informal review will be conducted within ten (10) business days of the request.
- (4) The applicant shall be provided a written copy of the Informal Review Procedures with the notice to deny application or assistance.
- (5) The review will be conducted by a person or persons designated by FHRA, and will be someone other than a person who made or approved the decision under review or a subordinate of this person.

## **INFORMAL REVIEW PROCEDURES**

The applicant will present the request for an Informal Review of FHRA's decision personally in writing (phone calls are not accepted). The written request must be signed by the applicant. The request must be presented no later than the first working day after the tenth (10th) day of notice of action or proposed action.

The request shall specify:

- (1) the particular grounds on which it is based;
- (2) the action requested; and
- (3) the name, address, and telephone number of the applicant and similar information about his/her representative, if any.

The applicant shall be afforded a fair review, which shall include:

- (1) The opportunity to examine before the review any FHRA documents directly relevant to the review. By appointment, with executive staff present, the applicant is allowed to copy, on FHRA premises, at the applicant's expense. If the FHRA does not make a document available for examination upon request, the FHRA may not rely on such document at the informal review.
- (2) The right to be represented by counsel or by another person chosen as the applicant's representative.
- (3) The right to present written or oral objections to the Housing Authority's decision.
- (4) A decision based solely upon the preponderance of the evidence presented at the review.
- (5) Reasonable accommodations for persons with disabilities to participate in the informal review.
- (6) A written decision will be issued to the applicant by the review officer within ten (10) working days of the review. A copy of the decision will be mailed to the family and a copy will be retained with the application at FHRA. This summary will include the names of the participants, the date of the informal review, the proposed disposition and specific reason(s) therefore.

A decision by the review officer in favor of the Housing Authority or which denies the relief requested by the applicant in whole or part shall not constitute a waiver of the rights of the applicant(s) to judicial review.

## INFORMAL HEARING POLICY

Fargo Housing and Redevelopment Authority will give a **participant** in the Voucher program the opportunity for an **Informal Hearing** in the following circumstances:

- a) A determination of the amount of the Total Tenant Payment.
- b) A determination of the appropriate utility allowance.
- c) A determination that the participant is living in a unit with more bedrooms than appropriate under the subsidy standards.
- d) A determination of the number of bedrooms designated on a new Voucher for a participating family.
- e) A determination to terminate assistance for a participant family because of the family's failure to act.
- f) A determination to terminate assistance because the participant family has been absent from the unit for longer than the maximum allowed.
- g) A determination of awarding assistance when there is a family break-up.

## INFORMAL HEARING PROCEDURES

For any decision on which a family has a right to an Informal Hearing as described above, the Fargo Housing and Redevelopment Authority will notify the participant of the decision, their opportunity for an administrative review and their right to request a hearing, in writing, within ten (10) business days of the Notice of Denial or Termination.

The applicant will be provided with a written copy of the Informal Hearing Procedures with the notice of denial or termination of assistance.

The Informal Hearing will be conducted by a person or persons designated by FHRA and will be someone other than a person who made or approved the decision under review or subordinate of this person.

The Informal Hearing will be scheduled to be conducted within ten (10) business days of the date the written request is received in FHRA's office.

The program participant (hereafter called family) shall present the request for an informal hearing of the FHRA's decision personally, either orally or in writing (phone calls are not accepted). A written request must be signed by the family. The request must be presented no later than the first working day after the tenth (10) day of Notice of Action or Proposed action. The participant's request shall specify:

- (1) The particular grounds on which it is based;
- (2) The action requested; and
- (3) The name, address, and telephone number of the family and similar information about his/her representative, if any.

The family shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any FHRA documents directly relevant to the hearing. By appointment, with executive staff present, the family is allowed to copy any such document at the family's expense. If the FHRA does not make a document available for examination upon request, FHRA may not rely on such document at the informal hearing.
- (2) FHRA must be given the opportunity to examine at FHRA's office, 325 Broadway, Fargo, North Dakota, before the hearing, any family documents that are directly relevant to the hearing. FHRA must be allowed to copy any such document at FHRA's expense. If the family does not make the document available to FHRA for examination upon request, the family may not rely on the document at the hearing.
- (3) At the family's request, the family may be represented by a lawyer or other representative.
- (4) The right to present written or oral evidence and to question witnesses.
- (5) A decision based solely upon the preponderance of the evidence presented at the hearing.
- (6) Within ten (10) working days of the hearing, the hearing officer will issue a written decision to the family. A copy of the decision will be mailed to the family and a copy will be retained in the family's file at FHRA.

The procedures for requesting and conducting a hearing will be provided each family during the Voucher briefing.

### **INFORMAL HEARING GUIDELINES**

The Hearing Officer will conduct the hearing in accordance with the following guidelines:

- (1) The participant or the participant's representative will be given an opportunity first to present his/her objections only to the specific decision pertinent to this hearing. The participant may present evidence or question witnesses at this time.
- (2) The FHRA may present evidence and question witnesses. The participant will have the opportunity to question any FHRA witness at this time.
- (3) The Informal Hearing is not intended to duplicate procedures under judicial review so the

rules of admissibility under such proceeding will not be applied in the course of the hearing.

### **SCOPE OF THE HEARING OFFICER'S DECISION**

A decision by the hearing officer in favor of the FHRA or which denies the relief requested by the family in whole or in part shall not constitute a waiver of the rights of the family to judicial review.

The Fargo Housing and Redevelopment Authority is not bound to the decision of the hearing officer in the following circumstances:

- (1) Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this section or that otherwise exceeds the authority of the Hearing Officer; or
- (2) Contrary to HUD regulations, requirements, Federal, State or local law.

If the FHRA determines that it is not bound by a hearing decision, FHRA will promptly notify the family of this determination and of the reasons for the determination.

FHRA is not required to provide a participant family an opportunity for an Informal Hearing in the following circumstances:

- (1) Discretionary administrative determinations by FHRA;
- (2) General policy issues or class grievances;
- (3) Establishment of the PHA schedule of utility allowances for participant families;
- (4) A determination not to approve an extension of a Voucher term;
- (5) A determination not to approve a unit, lease or landlord;
- (6) A determination that the assisted unit is not in compliance with Housing Quality Standards;
- (7) A determination to exercise or not to exercise any right or remedy against the owner under the HAP Contract.

In the case of a participating family whose assistance is being terminated when the family is currently living in a unit with an active Housing Assistance Payment contract, FHRA will provide an opportunity for an Informal Hearing before the actual termination of housing assistance payments.

### **COLLECTION POLICIES**

In the interest of sound fiscal management and program integrity, the Fargo Housing and Redevelopment Authority will make all reasonable efforts to collect amounts owed to the agency as a result of unreported income or amounts paid to owners in behalf of participants.

The following procedures will be followed to ensure maximum collection of applicant/participant debt:

A. Applicants

No applicant will be admitted to the Section 8 waiting list until any/all debts owed to any PHA have been paid in full or the family is current on a repayment agreement. It is the policy of FHRA to require a minimum repayment of 1/4 of debt owed and \$50 per month payments.

B. Participants

Participants in the Certificate/Voucher program must agree to pay back any amounts owed the FHRA to be eligible for continued assistance. The following procedures will be followed for program participants:

- (1) Unreported Income A repayment agreement will be negotiated when the amount of overpayment of housing assistance payments has been established. A repayment agreement will be executed based upon the financial circumstances of the family. The repayment agreement will be executed with the first payment equal to one-fourth of the amount owed and minimum monthly payments of \$50. The agreement will ensure that the full amount of the overpayment is reimbursed to the FHRA within 12 months of the date the family was notified of the indebtedness.
- (2) Fraud All fraud cases that result in amounts that exceed \$500.00 **may** be referred to the local State's Attorney's office for prosecution. All fraud cases that result in amounts that exceed \$1,000.00 **will** be referred to the local State's Attorney's office for prosecution. Those under that amount will be handled under a payback arrangement as described above.

Should a family request a voucher to move to a different unit, the debt to any/all PHA's must be paid in full or a repayment agreement which is acceptable to the PHA must be executed by the participant. Payments by the participant must be current before a new Voucher will be issued. A participant may not port to another jurisdiction until the repayment obligation is paid in full.

C. Fraud Recovery

When FHRA is the principal party initiating or sustaining an action to recover amounts from tenants that are due as a result of fraud and abuse, the Housing Authority will retain the greater of:

- (1) Fifty (50) percent of the amount it actually collects from a judgment, litigation (including settlement of lawsuit) or an administrative repayment agreement; or
- (2) Reasonable and necessary costs that FHRA incurs related to the collection of a judgment, litigation (including settlement of lawsuit) or an administrative repayment. Reasonable and necessary costs include the costs of the investigation, legal fees and collection agency fees.

If HUD incurs costs on behalf of FHRA in obtaining the judgment, these costs will be deducted from the amount to be retained by FHRA.

## **PAYMENTS OF DAMAGES, CLAIMS AND VACANCY LOSS (Pre 10/2/95 contract)**

Every effort will be made to determine the extent of damages/unpaid rent loss before a new lease is approved or a Housing Assistance Payments Contract is executed. The following policies are established to reduce participant indebtedness:

- a) Owner claims for unpaid rent and damages shall be submitted to the FHRA office within 45 days from the date the family vacated the unit. Additionally, the owner must comply with the provisions of the lease, State and local law relative to the return of security deposits or the claim will be denied by the FHRA.
- b) When a Housing Assistance Payments Contract has not yet been executed in the family's behalf, a repayment agreement with the PHA must be entered into by the family before a new contract is executed. If the family refuses to negotiate a repayment agreement, no new contracts will be executed and assistance will be terminated in accordance with the program regulations and this plan.
- c) When a new Housing Assistance Payments Contract has been executed in the family's behalf, every reasonable effort will be made by FHRA to negotiate a repayment agreement. Should the participant refuse to negotiate a repayment agreement, they will be refused a new Voucher at any time, until the debt is paid. No action will be taken to terminate assistance to the family under the current contract.
- d) When the family is willing to execute a repayment agreement, payments will be established to ensure the entire debt is paid in full within a 24-month period. Should the family fail to make payments as agreed, no termination action will be taken. However, the family will be refused a new Voucher until the debt is paid in full.

In addition to the action prescribed in this section, the FHRA will on a case-by-case basis pursue collection of debt through the judicial system in order to secure judgment and enhance the potential for collection.

The following policies are established in order to reduce participant indebtedness:

1. If the family vacated a unit in violation of the Lease, the owner may receive compensation in accordance with the Housing Assistance Payments Contract. The owner must comply with all terms of said contract.
2. In addition, the owner must provide FHRA with evidence substantiating efforts to lease the unit.

3. The owner may evict a tenant from the unit by following North Dakota law. The owner must notify FHRA of commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant. The owner is not entitled to a Vacancy Payment if the tenant is evicted, unless FHRA determines that the owner complied with all of these requirements, the Contract and all applicable state and local laws.
4. If the family vacates the unit owing rent or leaving tenant-caused damages, the owner may receive compensation in accordance with the HAP Contract. To collect for Damages/Unpaid Rent, the owner must notify FHRA immediately upon learning of the vacancy and request a damage inspection. Before a claim will be paid, the owner must submit the following documentation:
  - Statement advising the tenant that the security deposit will not be returned,
  - Statement evidencing billing the tenant by certified mail receipt,
  - Statement evidencing non-payment by the tenant,
  - Statements and receipts evidencing actual costs incurred for materials and labor,
  - Statement indicating the allowable cost for each item, signed by an employee of FHRA responsible for completing HUD form #52676, Claim for Payment of HUD Security Deposit Guarantee.
5. The owner will be compensated for tenant-caused damages so repair/replacement does not exceed quality at the time the unit went on the program. The owner may only claim damages for repairs above and beyond normal wear and tear.
6. All expenses of the owner must be documented. Labor costs may not exceed the costs of professional tradesmen. The owner may claim his own labor as reimbursable at an hourly rate not to exceed \$8.00 per hour.
7. Compensation will be determined as follows: Life of wall coverings 3 years, life of floor coverings 10 years. The owner will be compensated for tenant damage to appliances, drapes, curtains, and rods, only if landlord ownership is documented on the original inspection. Repair or replacement of furniture is never an eligible item.
8. Compensation for outside structural damage is allowable only if the damage is tenant-caused and must not exceed existing conditions at the time of the original contract.

### **STAFFING**

The FHRA will be responsible for the total operation of the Voucher program.

## **HOUSING QUALITY STANDARDS**

FHRA will follow the requirements for the minimum Housing Quality Standards as stated in the 24 CODE of Federal Regulation 882.109 and the Section 8 Administrative Practices Handbook, 7420.7. FHRA will use the standard form HUD 525-80 to record all housing quality standard inspections conducted during program operations. All inspections will be conducted within five (5) working days of receipt of notice from the landlord that the unit is ready for inspection.

If the inspector is required to make a special inspection because of the participant's failure to show up for the inspection, the FHRA shall charge a \$15 fee. The fee must be paid before the FHRA will sign the Housing Assistance Contract or Annual Adjustment Notice.

HQS quality control inspection will be conducted by a qualified person on at least 5% of the recently completed HQS inspections representing a cross section of neighborhoods and inspectors.

## **ADMINISTRATIVE FEE RESERVES**

Earned Administrative Fees which exceed expenditures for program expenditures shall be handled according to guidelines found in HUD handbook 7420.7 CRF-9.

The threshold for expenditures which may be made from the operating reserve without prior Board approval is \$500.00. For operating reserve expenditures which exceed the Board threshold, the FHRA Board must make a decision that the expenditures are necessary and reasonable for other-related housing purposes consistent with the FHRA's mission and goals.

## **AFFORDABILITY ADJUSTMENTS**

The voucher payment standard will be changed at the time that the new Fair Market Rents are published by HUD and will reflect the local market. Currently the payment standard is set at 100 percent of the Fair Market Rent for houses, duplexes, apartments and mobile homes. The payment standard for mobile home pads is set at 110 percent of Fair Market Rent due to high rents locally.

## **SECURITY DEPOSITS**

FHRA will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

## **REASONABLE RENT**

The Housing Authority will determine and document if rents are reasonable based on current rents for comparable unassisted units at the time of initial leasing and at least annually:

1. If there is any increase in the rent to owner;
2. If there is a 5% decrease in the published FMR in effect 60 days before the HAP contract

anniversary, the rent to owner is reasonable based on current rents for comparable unassisted units.

Items to be considered, inasmuch as possible, in determining comparable and reasonable rents are: size, type, quality, age, amenities, services, maintenance and utilities.

### **INDIVIDUAL LEASED SHARED HOUSING**

The Fargo Housing and Redevelopment Authority will include the individual leased shared housing as a component of the Section 8 Voucher program. FHRA elects to offer to elderly, disabled and handicapped individuals this opportunity to provide the widest range of housing opportunities.

This type of sharing requires a separate lease and housing assistance payments (HAP) contract for each assisted family. An owner may reside in the unit but may not be a recipient of housing assistance in their own behalf. The sharing family must not be related to the resident owner. This unit may not include more than 12 total occupants.

#### **Private Space**

The space available for the exclusive use of the assisted family and which must contain at least the number of bedrooms listed on the Voucher. Private space is not available for use by other occupants of the dwelling unit.

#### **Common Space**

The space available for use by all occupants of the unit.

#### **Fair Market Rent**

The initial gross rent for the unit must not be greater than the prorate portion of the published Fair Market Rent for the entire unit.

#### **Waiting List**

There will be no preference given on the waiting list for families who intend to utilize the Individual Lease Shared Housing component.

ALL OTHER BASIC PROVISIONS OF THE VOUCHER PROGRAM WILL APPLY TO FAMILIES PARTICIPATING IN SHARED HOUSING.

### **SINGLE ROOM OCCUPANCY (SRO)**

In the interest of providing the maximum opportunity for freedom of housing choice, the Fargo Housing and Redevelopment Authority will allow the use of Single Room Occupancy (SRO) units for eligible homeless individuals.

The Fargo Housing and Redevelopment Authority has determined that the Administrative Plan for the Section 8 Existing Housing Program is adequate in the administration of the

Section 8 Moderate Rehabilitation Program for Single Room Occupancy Dwellings for Homeless Individuals except for the following unique policies:

1. All applicants for occupancy in the SRO program must have completed evaluation by an area Human Service Center and be diagnosed as disabled. Prospective clients will be referred to the Fargo Housing and Redevelopment Authority for eligibility determination. A separate waiting list for the SRO project will be maintained. Applicants must agree to case management services provided by an area Service provider.
2. The Fair Market Rent for Single Room Occupancy unit is 75% of the zero bedroom FMR.
3. The housing quality standards in 24 CFR 887.251 apply to SROs. Exterior doors and windows accessible from the outside of the SRO unit must be lockable. All other requirements specified in local code for Single Room Occupancy units will be used by the housing authority.

## PROGRAM ASSESSMENT

Our Program Assessment will include:

- İ Written evaluation forms to ROSS participants & Resident Councils semi-annually.
- İ Semi-Annual review of these evaluations with Professional Assessment Committee, ROSS staff, Fargo Housing & Redevelopment Authority staff, Fargo Senior Commission on Aging, and Mayors Committee on Employment of Persons with Disabilities
- İ Fill out daily service logs for meal and van service
- İ Adjust services as required
- İ Meet annually with Fargo Housing & Redevelopment Authority Director and Board of Commissioner

Objectives to meet:

- İ Serve an average of 110 residents weekend meals
- İ Provide attendant services for 50 residents per year
- İ Provide 60 residents with weekend rides annually
- İ Provide 8 residents with part-time employment

The Fargo Housing and Redevelopment Authority defines a significant amendment as 1) Any change to rent, admission policies or organization of the waiting list. 2) Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. 3) In regard to Capital Fund projects, additions to and modifications of project scopes considered in the Annual and Five-Year Plan may be authorized upon approval of the FHRA Board of Directors. Emergency repairs that threaten the health or safety of tenants or PHA staff shall be undertaken and shall not be considered a significant amendment.

This definition was approved by the Resident Advisory Board on August 8, 2002 and a resolution was made by Commissioner Ken Krajsa and seconded by Commissioner Michael Leier at the August 13, 2002 Board meeting.

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Developed by:  
**Kevin R. Blum - Forms Developer**

### Version 2.1e

Changed Date format to 4-digit year.

### Version 3.1b

Unprotected Account number and descriptions.

### Version 3.1c

Updated to CAP Fund requirements

File Directory C:\Personal\Plans for conversion\

### DATA COLLECTION

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HA_ADDRESS	PO Box 430, 325 Broadway
HA_CITY	Fargo
HA_STATE	28
HA_ZIP	58107
HA_PROJ_NUM	Replacement Grant No.
HA_FYE_DATE	12/31/2000
CIAP_REV_NO	2
PeriodEnding	12/31/2000
PeriodEndingChk	1

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with the yellow background.

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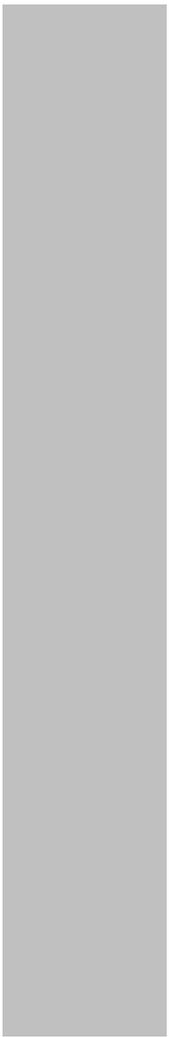
58107

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EvalRepRevDate	6/30/2002
FiveYearRevNum	

HA\_PILOT1

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- CA 5
- CO 6
- CT 7
- DC 8
- DE 9
- FL 10
- GA 11
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- IA 13
- ID 14
- IL 15
- IN 16
- LA 17
- KS 18
- MA 19
- MD 20
- ME 21
- MI 22
- MN 23
- MO 24
- MS 25
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- NC 27
- ND 28
- NE 29
- NH 30
- NJ 31
- NM 32
- NV 33
- NY 34
- OH 35
- OK 36
- OR 37
- PA 38
- RI 39
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- WI 48
- WV 49
- WY 50





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PeriodEndingChk	1

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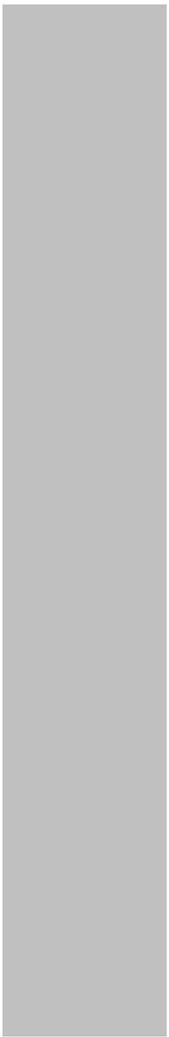
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CA	5
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CT	7
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IA	13
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IN	16
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OK	36
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WV	49
WY	50





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- VA 45
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- WY 50

