PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan for Fiscal Year: 2007 PHA Name: Housing Authority of the City of Milwaukee

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan
Agency Identification

PHA Name: Housing Authority of the City of Milwaukee
PHA Number: WI002

PHA Fiscal Year Beginning: (mm/yyyy) 01/2007

PHA Programs Administered:

☒ **Public Housing and Section 8**
Number of public housing units: 4027
Number of S8 units: 4763

☐ **Section 8 Only**
Number of S8 units:

☐ **Public Housing Only**
Number of public housing units:

☐ PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

PHA Plan Contact Information:

Name: Antonio M. Pérez
Phone: 414.286.5670
TDD: 414.286.3504
Email (if available): housinginfo@hacm.org

Public Access to Information

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

☒ PHA's main administrative office ☒ PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.
If yes, select all that apply:

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ Main administrative office of the local, county or 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)

Streamlined Annual PHA Plan
Fiscal Year 2007
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

☒ 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
☒ 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
☒ 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
☒ 4. Project-Based Voucher Programs
☐ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
☒ 6. Supporting Documents Available for Review
☒ 7. Capital Fund Program 5-Year Action Plan
☒ 8. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
2003 CFP Annual Report
2004 CFP Annual Report
2005 CFP Annual Report
2004 RHF Annual Report
2005 RHF Annual Report
☒ 9. Other
2007 Goals and Objectives
Progress in Meeting Current Year Goals and Objectives
Statement of Financial Resources
Agency Plan Resolution
Public Hearing Notice and Comments
Section 8 Administrative Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment,

approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace;*
Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and
Form SF-LLL &SF-LLLa, *Disclosure of Lobbying Activities*.

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	**Date Initiated**	**Initial mix of Racial, Ethnic or Disability Demographics**	**Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL**	**Percent change between initial and current mix of Racial, Ethnic, or Disability demographics**

2. What is the number of site based waiting list developments to which families may apply at one time?

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?

4. ☐ Yes ☐ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

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 next component.

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

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

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   ☐ PHA main administrative office
   ☐ All PHA development management offices
   ☐ Management offices at developments with site-based waiting lists
   ☐ At the development to which they would like to apply
   ☐ Other (list below)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.

2. ☒ Yes ☐ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability: 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.

1. ☒ Yes ☐ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status
a. Development Name: Highland Park b. Development Number: WI002006A
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☒ Activities pursuant to an approved Revitalization Plan underway

HOPE VI Revitalization Grant Status
a. Development Name: Scattered Sites b. Development Number: WI2-10, 2-20, 2-21, 2-24, 2-26, 2-27, 2-30, 2-35
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☒ Activities pursuant to an approved Revitalization Plan underway

3. ☒ Yes ☐ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below: Convent Hill and/or Westlawn

4. ☒ Yes ☐ No: 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:
Convent Hill, Holton Terrace, Hillside Terrace, as well as market-rate housing development at other sites, such as Highland Park and Cherry Court

5. ☐ Yes ☒ No: 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:
HOPE VI Scattered Sites and Highland Park

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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 the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

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, what is the maximum number of participants this fiscal year?200

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:
Minimum annual income of $15,000 required.
Maintenance of minimum income required for continued eligibility.
HACM has agreed to partner with a local non-profit to offer homeownership vouchers to families with disabilities.

c. What actions will the PHA undertake to implement the program this year (list)?
Require all participants to attend homeownership counseling classes.
Review all mortgage approvals in an effort to identify predatory lenders.

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

☒ Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.

☒ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):

☒ Demonstrating that it has other relevant experience (list experience below):
HACM has administered a Section 5(h) program and sold more than 189 units since 1994.

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

☒ Yes ☐ No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. ☒ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

   ☐ low utilization rate for vouchers due to lack of suitable rental units
   ☐ access to neighborhoods outside of high poverty areas
   ☒ other (describe below):
   As part of the mixed finance plan to convert existing public housing.

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):
   50 units at Cherry Court LLC
   38 units at Convent Hill
   22 units at Highland Gardens
   25 units in private developments to be determined through an RFP process

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here)
   City of Milwaukee

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
☐ Other: (list below)

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

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;	5 Year and Annual Plans
X	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan*	Streamlined Annual Plans
X	*Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.*	5 Year and standard Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: 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	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☐ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types ☒ Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☐ Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
X	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, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs ☒ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	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	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional)	(specify as needed)

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	(list individually; use as many lines as necessary)	
X	All approved Hope VI applications	
X	All approved demolition/disposition applications	
	Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of the City of Milwaukee	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2007

☒ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,364,800			
3	1408 Management Improvements	1,364,800			
4	1410 Administration	90,000			
5	1411 Audit	10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	800,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,650,000			
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	100,000			
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	1,350,000			
20	1502 Contingency	94,872			
21	Amount of Annual Grant: (sum of lines 2 – 20)				
22	Amount of line 21 Related to LBP Activities	25,000			
23	Amount of line 21 Related to Section 504 compliance	110,000			
24	Amount of line 21 Related to Security – Soft Costs	1,234,800			
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	60,000			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Operations/PHA-Wide	Operation	1406		1,364,800				
Management Improvements/Soft Costs	Security Staff Youth services coordinator Resident initiatives Resident initiatives Coordinator/Consultant Resident Employment, Job Training and Economic Development, including: Construction-Inspection Team Recycling Program Youth Employment	1408		1,364,800				
Administration/PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney, and Administrative Assistant	1410		90,000				
Audit		1411		10,000				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Architectural and Engineering Fees/PHA-Wide	Architectural and engineering fees for design, bidding documents and inspection	1430		800,000				
Arlington Court WI002000013P	Elevator modernization, elevator control room modifications Façade restoration	1460		150,000 125,000				
Hillside Terrace and Addition WI002000001P	Elevator modernization, elevator control room modifications Façade restoration (highrise)	1460		150,000 75,000				
Holton Terrace / Scattered Sites WI002000008P	Façade restoration	1460		75,000				
Lincoln Court WI002000019P	Façade restoration	1460		75,000				
Locust Court WI002000015P	Elevator modernization, elevator control room modifications Façade restoration	1460		150,000 125,000				
Merrill Park WI002000091P	Façade restoration	1460		75,000				
Mitchell Court WI002000017P	Façade restoration	1460		75,000				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Riverview WI002000062P	Elevator modernization, elevator control room modifications Façade restoration	1460		150,000 75,000				
PHA-Wide	Mitigation of environmental hazards	1460		300,000				
PHA-Wide	ADA/504 accommodations	1460		50,000				
Relocation Costs		1495.1		100,000				
Collaterization or Debt Service		1501		1,350,000				
Contingency		1502		94,872				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Milwaukee	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No:	**Federal FY of Grant:**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Arlington Court WI002000013P	09/15/09			9/15/11			
Hillside Terrace and Addition WI002000001P	9/15/09			9/15/11			
Holton Terrace / Scattered Sites WI002000008P	9/15/09			9/15/11			
Lincoln Court WI002000019P	9/15/09			9/15/11			
Locust Court WI002000015P	9/15/09			9/15/11			
Merrill Park WI002000091P	9/15/09			9/15/11			
Mitchell Court WI002000017P	9/15/09			9/15/11			
Riverview WI002000062P	9/15/09			9/15/11			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Arlington Court WI002000013P		30,000	30,000 75,000 36,250	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Becher Court and Addition WI002000018P		0	30,000 50,000 25,000	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 100,000
Carver Park WI002000046P		0	0	0	0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Cherry Court WI002000050P		0	0	0	0
College Court WI002000011P		30,000	30,000 75,000 36,250	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Convent Hill WI002000003P		0	0	0	0
Highland Gardens WI002000049P		0	0	0	0
Highland Homes WI002000060P		0	0	0	0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Hillside Terrace and Addition WI002000001P		100,000	30,000 50,000 25,000	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 100,000 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Holton Terrace/Scattered Sites WI002000008P		0	30,000 50,000 25,000	0	2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Lapham Park/Scattered Sites WI002000005P		30,000	30,000 50,000 25,00	0	2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Lincoln Court WI002000019P		30,000	30,000 50,000 25,000	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 100,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Locust Court WI002000015P		30,000	30,000 75,000 36,250	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Merrill Park WI002000091P		0	30,000 50,000 25,000	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Mitchell Court WI002000017P		0	30,000 50,000 25,000	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 100,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Parklawn WI002000007P		100,000 50,000	0	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Riverview WI002000062P		0	30,000 75,000 36,250	0	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500
Scattered Sites WI002000010P		0	0	0	117,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Scattered Site-North and West WI002000016P		0	0	0	2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Scattered Sites HOPE VI Demo Units WI002000059P		0	0	0	0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Scattered Sites South WI002000061P		0	0	0	2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
Westlawn WI002000002P		700,000	0	300,000 1,000,000	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500
Central Support/Community Sevices WI002009999P		200,000	0	0	2,500
PHA-Wide Mitigation of environmental hazards		300,000	300,000	300,000	300,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: Housing Authority of the City of Milwaukee				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
PHA-Wide ADA/504 accommodations		50,000	50,000	50,000	50,000
PHA-Wide relocation costs		100,000	100,000	100,000	100,000
Operations		1,364,800	1,364,800	1,364,800	1,364,800
Management improvements		1,364,800	1,364,800	1,364,800	1,364,800
Administration		90,000	90,000	90,000	90,000
Audit		10,000	10,000	10,000	10,000
Architectural and engineering fees		800,000	800,000	800,000	800,000
Collaterization or Debt service		1,350,000	1,350,000	1,350,000	1,350,000
Contingency		94,872	94,872	94,872	94,872
Total CFP estimated cost		6,824,472	6,824,472	6,824,472	6,824,472
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	Arlington Court WI002000013P	Penthouse Improvements	30,000	Arlington Court WI002000013P	Parking Lot and Driveway Improvements Window and window hardware Trash Compactor improvements	30,000 75,000 36,250
	Becher Court and Addition WI002000018P		0	Becher Court and Addition WI002000018P	Parking Lot and Driveway Improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Carver Park WI002000046P		0	Carver Park WI002000046P		0
	Cherry Court WI00200064P		0	Cherry Court WI002000064P		0
	College Court WI002000011P	Garage improvements	30,000	College Court WI002000011P	Parking lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 75,000 36,250
	Convent Hill WI002000003P		0	Convent Hill WI002000003P		0
	Highland Gardens WI002000049P		0	Highland Gardens WI002000049P		0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	Highland Homes WI002000060P		0	Highland Homes WI002000060P		0
	Hillside Terrace and Addition WI002000001P	Common areas improvements	100,000	Hillside Terrace and Addition WI002000001P	Parking lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Holton Terrace / Scattered Sites WI002000008P		0	Holton Terrace / Scattered Sites WI002000008P	Parking lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Lapham Park / Scattered Sites WI002000005P	Fire protection improvements	30,000	Lapham Park / Scattered Sites WI002000005P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Lincoln Court WI002000019P	Penthouse improvements	30,000	Lincoln Court WI002000019P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Locust Court WI002000015P	Penthouse improvements	30,000	Locust Court WI002000015P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 75,000 36,250
	Merrill Park WI002000091P		0	Merrill Park WI002000091P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	Mitchell Court WI002000017P		0	Mitchell Court WI002000017P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 50,000 25,000
	Parklawn WI002000007P	YMCA improvements Community Building improvements	100,000 50,000	Parklawn WI002000007P		0
	Riverview WI002000062P		0	Riverview WI002000062P	Parking structure/lot and driveway improvements Window and window hardware Trash compactor improvements	30,000 75,000 36,250
	Scattered Sites Future Demo WI002000010P		0	Scattered Sites Future Demo WI002000010P		0
	Scattered Sites North and West WI002000016P		0	Scattered Sites North and West WI002000016P		0
	Scattered Sites HOPE VI Demo WI002000059P		0	Scattered Sites HOPE VI Demo WI002000059P		0
	Scattered Sites South WI002000061P		0	Scattered Sites South WI002000061P		0
	Westlawn WI002000002P	Electrical distribution system	700,000	Westlawn WI002000002P		0
	Central Support / Community Services WI002009999P	Central support improvements	200,000	Central Support/ Community Svc WI002009999P		0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	PHA-Wide	Mitigation of environmental hazards ADA/504 accommodations Relocation Costs	300,000 50,000 100,000	PHA-Wide	Mitigation of environmental hazards ADA/504 accommodations Relocation Costs	300,000 50,000 100,000
	Operations		1,364,800	Operations		1,364,800
	Management improvements		1,364,800	Management improvements		1,364,800
	Administration		90,000	Administration		90,000
	Audit		10,000	Audit		10,000
	Architectural & Engineering costs		800,000	Architectural & Engineering costs		800,000
	Contingency		94,872	Contingency		94,872
	Collaterization or Debt Service		1,350,000	Collaterization or Debt Service		1,350,000
Total CFP Estimated Cost			$6,824,472			$6,824,472

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part II: Supporting Pages—Work Activities**					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Arlington Court WI002000013P		0	Arlington Court WI002000013P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent	2,500
				improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Becher Court and Addition WI002000018P		0	Becher Court and Addition WI002000018P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Elevator modernization, elevator control room modifications	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Façade restoration	2,500
				Penthouse improvements	2,500
				First floor renovation/addition	100,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Carver Park WI002000046P		0	Carver Park WI002000046P		0
Cherry Court WI002000064P		0	Cherry Court WI002000064P		0
College Court WI002000011P		0	College Court WI002000011P	Site improvements Common areas improvements Camera surveillance, card access, security system hardware Fire alarm/help call system improvements Fire protection improvements Stairwell pressurization system Elevator modernization, elevator control room modifications Roofing, roofing repairs, flashing, gutters/downspouts Tuckpointing and exterior cladding Chimney repair and replacement Electrical distribution system Interior and exterior lighting HVAC improvements Domestic water and drain/waste/vent improvements Bathroom modernization Kitchen modernization Flooring repair and replacement Ceiling repair and replacement Interior and exterior door and door hardware Façade restoration Penthouse improvements	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Convent Hill WI002000003P		0	Convent Hill WI002000003P		0
Highland Gardens WI002000049P		0	Highland Gardens WI002000049P		0
Highland Homes WI002000060P		0	Highland Homes WI002000060P		0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Hillside Terrace and Addition WI002000001P		0	Hillside Terrace and Addition WI002000001P	Site improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Penthouse improvements	2,500
				Mixed-use building	100,000
				Family Resource Ctr improvements	2,500
				Mgt office/maintenance facility improvements	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Holton Terr / Scattered Sites WI002000008P		0	Holton Terr / Scattered Sites WI002000008P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Elevator modernization, elevator control room modifications	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Penthouse improvements	2,500
				Foundation repair, foundation drainage system	2,500
				Exterior painting	2,500
				Building siding	2,500
				Porches/stoops/canopies	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Holton Terr / Scattered Sites WI002000008P		0	Holton Terr / Scattered Sites **(CONT'D)** WI002000008P	Sewer and water laterals Garage repair/replacement Demolition of obsolete units	2,500 2,500 2,500
Lapham Park / Scattered Sites WI002000005P		0	Lapham Park / Scattered Sites WI002000005P	Site improvements Common areas improvements Camera surveillance, card access, security system hardware Fire alarm/help call system improvements Stairwell pressurization system Elevator modernization, elevator control room modifications Roofing, roofing repairs, flashing, gutters/downspouts Tuckpointing and exterior cladding Chimney repair and replacement Electrical distribution system Interior and exterior lighting HVAC improvements Domestic water and drain/waste/vent improvements Bathroom modernization Kitchen modernization Flooring repair and replacement Ceiling repair and replacement	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Lapham Park / Scattered Sites WI002000005P		0	Lapham Park / Scattered Sites **CONT'D** WI002000005P	Façade restoration Penthouse improvements Foundation repair, foundation drainage system Exterior painting Building siding Porches/stoops/canopies Sewer and water laterals Garage repair/replacement Demolition of obsolete units	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Lincoln Court WI002000019P		0	Lincoln Court WI002000019P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Elevator modernization, elevator control room modifications	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				First floor renovation/addition	100,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Locust Court WI002000015P		0	Locust Court WI002000015P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Merrill Park WI002000091P		0	Merrill Park WI002000091P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Elevator modernization, elevator control room modifications	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Penthouse improvements	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Mitchell Court WI002000017P		0	Mitchell Court WI002000017P	Site improvements	2,500
				Common areas improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Fire alarm/help call system improvements	2,500
				Fire protection improvements	2,500
				Stairwell pressurization system	2,500
				Elevator modernization, elevator control room modifications	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Penthouse improvements	2,500
				First floor renovation/addition	100,000

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Parklawn WI002000007P		0	Parklawn WI002000007P	Site improvements	2,500
				Parking lot and driveway improvements	2,500
				Camera surveillance, card access,	2,500
				security system hardware	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Window and window hardware	2,500
				Foundation repair, foundation drainage system	2,500
				Family Investment Ctr improvements	2,500
				Mgt office improvements	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Riverview WI02000062P		0	Riverview WI002000062P	Site improvements Common areas improvements Camera surveillance, card access, security system hardware Fire alarm/help call system improvements Fire protection improvements Stairwell pressurization system Roofing, roofing repairs, flashing, gutters/downspouts Tuckpointing and exterior cladding Chimney repair and replacement Electrical distribution system Interior and exterior lighting HVAC improvements Domestic water and drain/waste/vent improvements Bathroom modernization Kitchen modernization Flooring repair and replacement Ceiling repair and replacement Interior and exterior door and door hardware Penthouse improvements	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500
Scattered Sites Future Demo Units WI002000010P		0	Scattered Sites Future Demo Units WI002000010P	Demolition of obsolete units	117,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Scattered Sites North and West WI002000016P		0	Scattered Sites North and West WI002000016P	Site improvements	2,500
				Driveway improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Window and window hardware	2,500
				Foundation repair, foundation drainage system	2,500
				Exterior painting	2,500
				Building and garage siding	2,500
				Porches/stoops/canopies	2,500
				Sewer and water laterals	2,500
				Garage repair and replacement	2,500
				Demolition of obsolete units	2,500
Scattered Sites HOPE VI Demo Units WI002000059P		0	Scattered Sites HOPE VI Demo Units WI002000059P		0

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Scattered Sites South WI002000061P		0	Scattered Sites South WI002000061P	Site improvements	2,500
				Driveway improvements	2,500
				Camera surveillance, card access, security system hardware	2,500
				Roofing, roofing repairs, flashing, gutters/downspouts	2,500
				Tuckpointing and exterior cladding	2,500
				Chimney repair and replacement	2,500
				Electrical distribution system	2,500
				Interior and exterior lighting	2,500
				HVAC improvements	2,500
				Domestic water and drain/waste/vent improvements	2,500
				Bathroom modernization	2,500
				Kitchen modernization	2,500
				Flooring repair and replacement	2,500
				Ceiling repair and replacement	2,500
				Interior and exterior door and door hardware	2,500
				Window and window hardware	2,500
				Foundation repair, foundation drainage system	2,500
				Exterior painting	2,500
				Building and garage siding	2,500
				Porches/stoops/canopies	2,500
				Sewer and water laterals	2,500
				Garage repair and replacement	2,500
				Demolition of obsolete units	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Westlawn WI002000002P	Site improvements Replace existing canopies, front stoops, and front walks with poured concrete porches, gabled porch roofs, metal railings, and new concrete walks	300,000 1,000,000	Westlawn WI002000002P	Parking lot and driveway improvements Camera surveillance, card access, security system hardware Roofing, roofing repairs, flashing, gutters/downspouts Tuckpointing and exterior cladding Chimney repair and replacement Electrical distribution system Interior and exterior lighting HVAC improvements Domestic water and drain/waste/vent improvements Bathroom modernization Kitchen modernization Flooring repair and replacement Ceiling repair and replacement Interior and exterior door and door hardware Window and window hardware Foundation repair, foundation drainage system Silver Spring Neighborhood Ctr improvements Mgr office/maintenance facility improvements	2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500 2,500
Central Support / Community Services WI002009999P		0	Central Support / Community Servies WI002009999P	Community Services improvements	2,500

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PHA-Wide	Mitigation of environmental hazards ADA/504 accommodations Relocation Costs	300,000 50,000 100,000	PHA-Wide	Mitigation of environmental hazards ADA/504 accommodations Relocation Costs	300,000 50,000 100,000
Operations		1,364,800	Operations		1,364,800
Management improvements		1,364,800	Management improvements		1,364,800
Administration		90,000	Administration		90,000
Audit		10,000	Audit		10,000
Architectural & Engineering costs		800,000	Architectural & Engineering costs		800,000
Contingency		94,872	Contingency		94,872
Collaterization or Debt Service		1,350,000	Collaterization or Debt Service		1,350,000
Total CFP Estimated Cost		$6,824,472			$6,824,472

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of the City of Milwaukee	Grant Type and Number Capital Fund Program Grant No: WI39P00250103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 06-30-06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	$1,384,500	$ 998,100	$ 998,100	$ 998,100
3	1408 Management Improvements	$1,184,203	$1,184,203	$1,184,203	$1,184,203
4	1410 Administration	$ 265,657	$ 263,426	$ 263,426	$ 256,981
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 239,700	$ 240,859	$ 240,859	$ 240,859
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 18,174	$ 18,592	$ 18,592	$ 18,592
10	1460 Dwelling Structures	$3,642,811	$3,643,465	$3,643,465	$3,518,505
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	$ 187,461	$ 573,861	$ 573,861	$ 573,861
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	$6,922,506	$6,922,506	$6,922,506	$6,791,101
22	Amount of line 21 Related to LBP Activities	$ 0	$ 0	$ 0	$ 0
23	Amount of line 21 Related to Section 504 compliance	$ 96,234	$ 96,234	$ 96,234	$ 96,234
24	Amount of line 21 Related to Security – Soft Costs	$ 874,778	$ 874,778	$ 874,778	$ 874,778
25	Amount of Line 21 Related to Security – Hard Costs	$1,392,844	$1,393,499	$1,393,499	$1,379,002
26	Amount of line 21 Related to Energy Conservation Measures	$ 420,600	$ 420,600	$ 420,600	$ 419,300

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		Grant Type and Number Capital Fund Program Grant No: WI39P00250103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Arlington Court/ WI39P002013	Elevator modernization/control room modifications	1460	1	0				Eliminated
Becher Court/ WI39P002018/ WI39002029	Elevator modernization/control room modifications	1460	1	0				Eliminated
Cherry Court/ WI39P00209B	Fire protection improvements	1460	1	0				Eliminated
	Elevator modernization/control room modifications	1460	1	0				Eliminated
	Replacement units	1460	17	1,699,907	1,699,907	1,699,907	1,574,946	In Process
	Demolition	1485		0	386,400	386,400	386,400	Complete
College Court/ WI39P002012	Fire protection improvements	1460	1	1,624	2,280	2,280	2,280	Complete
	Elevator modernization/control room modifications	1460	1	0				Eliminated
	HVAC improvements	1460	1	0				Eliminated
Highland Park/ WI39P002003A	Demolition	1485	1	176,968	176,968	176,968	176,968	Complete
Hillside Terrace/ WI39P002001/ WI39P002004	Elevator modernization/control room modifications	1460	1	0				Eliminated
	Fire protection improvements	1460	1	398,275	398,274	398,274	398,274	Complete
Holton Terrace/ WI39P002008	Elevator modernization/control room modifications	1460	1	0				Eliminated
	Fire protection improvements	1460	1	467,227	467,227	467,227	467,227	Complete
Lapham Park/ WI39P002005	Elevator modernization/control room modifications	1460	1	0				Eliminated
	Site Improvements	1450	1	3,900	3,900	3,900	3,900	Complete
Lincoln Court/ WI39P002019	Elevator modernization/control room modifications	1460	1	0				Eliminated
Locust Court/ WI39P002015	Elevator modernization/control room modifications	1460	1	0				Eliminated
	HVAC improvements	1460	1	0				Eliminated

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250103 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Merrill Park/ WI39P002009A	Elevator modernization/control room modifications Fire protection improvements	1460 1460	1 1	0 474,928	474,928	474,928	474,928	Eliminated Complete
Mitchell Court/ WI39P002017	Elevator modernization/control room modifications	1460	1	0				Eliminated
Parklawn/ WI39P002007	Modernize boilers Site improvements	1460 1450	1 1	250,000 14,274	250,000 14,692	250,000 14,692	250,000 14,692	Complete Complete
Riverview/ WI39P002006B	Elevator modernization/control room modifications	1460	1	0				Eliminated
Scattered Sites/ WI39P002010	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002016	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002020	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002021	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002022	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002024	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002026	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002027	Demolition of obsolete units	1485	1	0				Eliminated
Scattered Sites/ WI39P002030	Demolition of obsolete units	1485	1	0				Eliminated

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250103 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Scattered Sites/ WI39P002035	Demolition of obsolete units	1485	1	493	493	493	493	Complete
Scattered Sites/ WI39P002037	Demolition of obsolete units	1485	1	2,500	2,500	2,500	2,500	Complete
Scattered Sites/ WI39P002041	Demolition of obsolete units	1485	1	2,500	2,500	2,500	2,500	Complete
Scattered Sites/ WI39P002043	Demolition of obsolete units	1485	1	2,500	2,500	2,500	2,500	Complete
Scattered Sites/ WI39P002044	Demolition of obsolete units	1485	1	2,500	2,500	2,500	2,500	Complete
Westlawn/ WI39P002002	Construct porches and lay new walkways	1460	1	0				Eliminated
Relocation/ PHA-Wide	Relocation costs for residents affected by demolition or revitalization	1495.1	20	0	0	0	0	Eliminated
PHA-Wide	Operations	1406		1,384,500	998,100	998,100	998,100	
PHA-Wide Management Improvements/ Soft Costs	Security staff Youth services coordinator Resident initiatives Resident Initiatives Coordinator/Consultant Resident Employment, Job Training and Economic Development, including: - Construction-Inspection Team - Recycling Program - Youth Employment	1408 1408 1408 1408 1408		874,778 55,000 22,745 31,680 200,000	874,778 55,000 22,745 31,680 200,000	874,778 55,000 22,745 31,680 200,000	874,778 55,000 22,745 31,680 200,000	
Administration/ PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney, and Administrative Assistant	1410		265,657	263,425	263,425	256,981	
PHA-Wide	Mitigation of Environmental Hazards	1460		317,471	317,471	317,471	317,471	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250103 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Section 504 Compliance	1460		33,379	33,379	33,379	33,379	Complete
PHA-Wide	Contingency	1502		0				Eliminated
Architectural and Engineering Fees/ PHA-Wide	Architectural and engineering fees for design, bidding documents and inspection	1430		239,700	240,859	240,859	240,859	
Collateralization or Debt Service/ PHA-Wide	The Housing Authority would like to obtain a Line of Credit from Fannie Mae for additional financing for the Highland Park revitalization, Convent Hill and/or additional replacement housing.	1501		0				Eliminated

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of the City of Milwaukee	Grant Type and Number Capital Fund Program Grant No: WI39P00250104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: 06-30-06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	$1,384,500	$1,384,500	$1,384,500	$1,384,500
3	1408 Management Improvements	$1,260,000	$1,260,000	$1,228,455	$1,067,312
4	1410 Administration	$ 100,000	$ 149,494	$ 149,494	$ 147,477
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 767,500	$ 535,846	$ 535,846	$ 481,906
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 83,000	$ 83,000	$ 83,000	$ 83,000
10	1460 Dwelling Structures	$ 915,207	$1,224,144	$1,224,144	$ 984,742
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	$ 100,000	$ 100,000	$ 0	$ 0
15	1490 Replacement Reserve	$2,643,361	$2,643,361	$2,643,361	$2,643,361
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	$ 100,000	$ 100,000	$ 30,000	$ 30,000
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	$ 126,777	$ 0	$ 0	$ 0
20	1502 Contingency	$ 0	$ 0	$ 0	$ 0
21	Amount of Annual Grant: (sum of lines 2 – 20)	$7,480,345	$7,480,345	$7,278,800	$6,822,298
22	Amount of line 21 Related to LBP Activities	$ 3,000	$ 225	$ 225	$ 225
23	Amount of line 21 Related to Section 504 compliance	$ 140,998	$ 94,938	$ 94,938	$ 94,938
24	Amount of line 21 Related to Security – Soft Costs	$ 850,000	$ 850,000	$ 850,000	$ 850,000
25	Amount of Line 21 Related to Security – Hard Costs	$ 213,475	$ 221,885	$ 221,885	$ 221,290
26	Amount of line 21 Related to Energy Conservation Measures	$ 200,070	$ 193,070	$ 193,070	$ 193,070

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		Grant Type and Number Capital Fund Program Grant No: WI39P00250104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Operations/ PHA-Wide	Operations	1406		1,384,500	1,384,500	1,384,500	1,384,500	
Management Improvements/ Soft Costs	Security Staff	1408		850,000	890,000	890,000	863,868	
	Youth Services Coordinator	1408		55,000	55,000	55,000	55,000	
	Resident initiatives	1408		40,000	40,000	8,455	6,439	
	Resident Initiatives Coordinator/Consultant	1408		40,000	0	0	0	
	Resident employment, job training and economic development, including: - Construction inspection team - Recycling program - Youth employment	1408		275,000	275,000	275,000	142,005	
Administration/ PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney and Administrative Assistant	1410		100,000	149,494	149,494	147,477	
Architectural and Engineering Fees/ PHA-Wide	Architectural and engineering fees for design, bidding documents and inspection	1430		767,500	535,846	535,846	481,906	
Westlawn/ WI39P002002	Site improvements	1450		0	0	0	0	Eliminated
	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
	Replace existing canopies, front stoops, front walks with poured concrete porches, gabled porch roofs, metal railings, new concrete walks	1460		547,839	790,958	790,958	777,957	In Process

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250104 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Cherry Court/ WI39P00209B	Site improvements	1450		83,000	83,000	83,000	83,000	Complete
	Replacement reserve for revitalization of Cherry Court	1490		2,143,361	2,143,361	2,143,361	2,143,361	Complete
	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Electrical distribution system	1460		21,470	21,470	21,470	21,470	Complete
Arlington Court/ WI39P002013	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
Becher Court/ WI39P002018/ WI39002029	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
College Court/ WI39P002012	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
Convent Hill/ WI39P002003	Replacement reserve for revitalization of Convent Hill	1490		500,000	500,000	500,000	500,000	In Process
Highland Park/ WI39P002003A	Demolition of obsolete units	1485		100,000	100,000	0	0	In Process
Hillside Terrace/ WI39P002001/WI39P002004	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
Holton Terrace/ WI39P002008	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
Lapham Park/ WI39P002005	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
Lincoln Court/ WI39P002019	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250104 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Locust Court/ WI39P002015	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
Merrill Park/ WI39P002009A	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
Mitchell Court/ WI39P002017	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
Parklawn/ WI39P002007	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Riverview/ WI39P002006B	Fire alarm/help call system improvements	1460		0	0	0	0	Eliminated
	Fire protection improvements	1460		0	0	0	0	Eliminated
	Electrical Distribution System	1460	1	0	226,401	226,401	0	In Process
Scattered Sites/ WI39P002010	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002016	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002020	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002021	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002022	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002024	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002026	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250104 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Scattered Sites/ WI39P002027	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002030	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002035	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002037	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002041	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002043	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002044	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
Scattered Sites/ WI39P002045	Camera surveillance, card access, security system hardware	1460		0	0	0	0	Eliminated
PHA-Wide	Mitigation of environmental hazards	1460		300,000	178,477	178,477	178,477	Complete
PHA-Wide	ADA/504 accommodations	1460		45,898	6,838	6,838	6,838	Complete
Relocation/ PHA-Wide	Relocation costs for residents affected by demolition or revitalization	1495.1	20	100,000	100,000	30,000	30,000	In Process
Collateralization or Debt Service/ PHA-Wide	The Housing Authority would like to obtain additional financing for physical improvements, including the revitalization of Cherry Court/Scattered Sites, Convent Hill, Riverview, and/or additional replacement housing.	1501		126,777	0	0	0	Eliminated
Contingency/ PHA-Wide	Contingency	1502		0	0	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name:	**Grant Type and Number**	**Federal FY**
Housing Authority of the City of Milwaukee	Capital Fund Program Grant No: WI39P00250105 Replacement Housing Factor Grant No:	**of Grant: 2005**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☒**Performance and Evaluation Report for Period Ending: 06-30-06** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	$1,386,339	$1,386,339	$1,386,339	$1,386,339
3	1408 Management Improvements	$1,496,000	$1,496,000	$1,375,985	$1,227,784
4	1410 Administration	$ 100,000	$ 100,000	$ 100,000	$ 100,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 682,692	$ 682,692	$ 466,053	$ 457,509
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 150,000	$ 40,000	$ 0	$ 0
10	1460 Dwelling Structures	$1,700,000	$2,810,000	$ 0	$ 0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	$ 120,000	$ 120,000	$ 0	$ 0
15	1490 Replacement Reserve	$1,000,000	$1,000,000	$1,000,000	$1,000,000
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	$ 100,000	$ 100,000	$ 100,000	$ 2,846
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	$1,000,000	0	$ 0	$ 0
20	1502 Contingency	$ 98,006	$ 98,006	$ 0	$ 0
21	Amount of Annual Grant: (sum of lines 2 – 20)	$7,833,037	$7,833,037	$4,428,377	$4,174,478
22	Amount of line 21 Related to LBP Activities	$ 75,000	$ 3,000	$ 0	$ 0
23	Amount of line 21 Related to Section 504 compliance	$ 50,000	$ 396,500	$ 0	$ 0
24	Amount of line 21 Related to Security – Soft Costs	$ 850,000	$1,181,000	$ 0	$ 0
25	Amount of Line 21 Related to Security – Hard Costs	$ 132,500	$ 173,500	$ 0	$ 0
26	Amount of line 21 Related to Energy Conservation Measures	$ 100,000	$ 343,155	$ 0	$ 0

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250105 Replacement Housing Factor Grant No:				**Federal FY of Grant: 2005**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Operations/PHA-Wide	Operation	1406		1,386,339	1,386,339	1,386,339	1,386,339	
Management Improvements/ Soft Costs	Security Staff	1408		1,086,000	1,181,000	1,181,000	1,181,000	
	Youth services coordinator	1408		55,000	0	0	0	Eliminated
	Resident initiatives	1408		40,000	40,000	0	0	
	Resident Initiatives Coordinator/Consultant	1408		40,000	0	0	0	Eliminated
	Resident Employment, Job Training and Economic Development, including: Construction-Inspection Team Recycling Program Youth Employment	1408		275,000	275,000	194,985	46,784	
Administration/PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney, and Administrative Assistant	1410		100,000	100,000	100,000	100,000	
Architectural and Engineering Fees/PHA-Wide	Architectural and engineering fees for design, bidding documents and inspection	1430		682,692	682,692	466,053	457,509	
Westlawn WI002002	Site Improvement	1450		150,000	40,000	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250105 Replacement Housing Factor Grant No:				**Federal FY of Grant: 2005**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Convent Hill WI002003	Revitalization of Convent Hill	1460		0	2,373,101	0	0	
Westlawn WI002002	Parking Lot and driveway improvements	1460		50,000	5,000	0	0	
	Roofing, roofing repairs, flashing, gutters/downspouts	1460		25,000	5,000	0	0	
	Tuck pointing and exterior cladding	1460		25,000	5,000	0	0	
	Chimney repair and replacement	1460		25,000	5,000	0	0	
	Electrical distribution system	1460		25,000	5,000	0	0	
	Interior and exterior lighting	1460		25,000	5,000	0	0	
	HVAC improvements	1460		25,000	5,000	0	0	
	Domestic water and drain/waste/vent improvements	1460		25,000	5,000	0	0	
	Bathroom modernization	1460		25,000	5,000	0	0	
	Kitchen modernization	1460		25,000	5,000	0	0	
	Replace existing canopies, front stoops, front walks with poured concrete porches, gabled porch roofs, metal railings, new concrete walks	1460		1,075,000	36,899	0	0	
PHA-Wide	Mitigation of Environmental Hazards	1460		300,000	300,000	0	0	
PHA-Wide	ADA/504 Accommodations	1460		50,000	50,000	0	0	
Highland Park WI002006A	Demolition of obsolete units	1485		30,000	30,000	0	0	
Scattered Sites WI002010	Demolition of obsolete units	1485		7,000	7,000	0	0	
Scattered Sites WI002016	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI002020	Demolition of obsolete units	1485		6,000	6,000	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: WI39P00250105 Replacement Housing Factor Grant No:				**Federal FY of Grant: 2005**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Scattered Sites WI002021	Demolition of obsolete units	1485		5,000	5,000	0	0	
Scattered Sites WI002022	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI002024	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI002026	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI002027	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI002030	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002035	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002037	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002041	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002043	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002044	Demolition of obsolete units	1485		6,000	6,000	0	0	
Scattered Sites WI39P002045	Demolition of obsolete units	1485		6,000	6,000	0	0	
Convent Hill/ WI39P002003	Replacement Reserve for Convent Hill	1490		1,000,000	1,000,000	1,000,000	1,000,000	In Process
PHA-Wide	Relocation Costs	1495.1		100,000	100,000	100,000	2,846	In Process
Contingency/ PHA-Wide	Contingency	1502		98,006	98,006	0	0	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of the City of Milwaukee	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: WI39R00250104	Federal FY of Grant: 2004

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6-30-06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	$ 42,518	$ 42,518	$ 42,518	$ 42,518
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 85,037	$ 85,037	$ 85,037	$ 85,037
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 24,000	$ 24,000	$ 24,000	$ 24,000
10	1460 Dwelling Structures	$1,108,635	$1,108,635	$1,108,635	$1,108,635
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	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	$1,260,190	$1,260,190	$1,260,190	$1,260,190
22	Amount of line 21 Related to LBP Activities	$ 0	$ 0	$ 0	$ 0
23	Amount of line 21 Related to Section 504 compliance	$ 113,200	$ 113,200	$ 113,200	$ 113,200
24	Amount of line 21 Related to Security – Soft Costs	$ 0	$ 0	$ 0	$ 0
25	Amount of Line 21 Related to Security – Hard Costs	$ 56,600	$ 56,600	$ 56,600	$ 56,600
26	Amount of line 21 Related to Energy Conservation Measures	$ 113,200	$ 113,200	$ 113,200	$ 113,200

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: WI39R00250104				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Administration PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney, and Administrative Assistant	1410		42,518	42,518	42,518	42,518	
Architectural and Engineering Fees	Architectural and engineering fees for design, bidding documents and inspection	1430		85,037	85,037	85,037	85,037	
Cherry Court/ WI39P00209B	Site Improvements	1450		24,000	24,000	24,000	24,000	Complete
Cherry Court/ WI39P00209B	New construction of 13 one-bedroom public housing units at Cherry Court	1460	13	1,108,635	1,108,635	1,108,635	1,108,635	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of the City of Milwaukee	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: WI39R00250105	Federal FY of Grant: 2005

☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6-30-06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	$ 7,763	$ 7,763	$ 7,763	$ 1,656
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs (A&E Fees)	$ 15,525	$ 15,525	$ 15,525	$ 15,525
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 4,800	$ 4,800	$ 4,800	$ 4,800
10	1460 Dwelling Structures	$ 221,727	$ 221,727	$ 221,727	$ 221,727
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	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	$ 249,815	$ 249,815	$ 249,815	$ 249,815
22	Amount of line 21 Related to LBP Activities	$ 0	$ 0	$ 0	$ 0
23	Amount of line 21 Related to Section 504 compliance	$ 22,600	$ 22,600	$ 22,600	$ 22,600
24	Amount of line 21 Related to Security – Soft Costs	$ 0	$ 0	$ 0	$ 0
25	Amount of Line 21 Related to Security – Hard Costs	$ 11,300	$ 11,300	$ 11,300	$ 11,300
26	Amount of line 21 Related to Energy Conservation Measures	$ 22,600	$ 22,600	$ 22,600	$ 22,600

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Milwaukee		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: WI39R00250105				**Federal FY of Grant:** 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Administration/ PHA-Wide	Project Analyst, Construction Manager, Contract Administration, Construction Management, City Attorney, and Administrative Assistant	1410		7,763	7,763	7,763	1,656	In Process
Architectural and Engineering Fees/ PHA-Wide	Architectural and engineering fees for design, bidding documents and inspection	1430		15,525	15,525	15,525	15,525	Complete
	Site Improvements	1450		4,800	4,800	4,800	4,800	Complete
	New construction of 2 one-bedroom public housing units at Cherry Court	1460		221,727	221,727	221,727	221,727	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Milwaukee	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: WI39R00250104	**Federal FY of Grant:** 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
New construction of Cherry Court midrise	9/30/2006			3/31/07			

2007 PHA Goals and Objectives: (list below)

- Sell 20 public housing units to eligible families under HACM's Section 32 homeownership program. 12/3107
- Convert 20 families from rental assistance to ownership under HACM's Section 8(y) homeownership program. 12/31/07
- Market and sell market rate homeownership units within the Highland Homes HOPE VI redevelopment area. 12/31/07
- Complete phase 1 of the Convent Hill revitalization 12/31/07
- Competitively solicit a broker to assist with the retail space at Convent Hill 6/30/07
- Competitively solicit a developer for phase 2 of Convent Hill 12/31/07
- Continue to develop market-rate housing in conjunction with the Highland Park and Scattered Sites revitalization 12/31/07
- Submit a Low Income Housing Tax Credit Application for additional credits for Convent Hill 2/28/07
- Submit a demolition application for Convent Hill 6/30/07
- Submit a disposition application for vacant land at Hillside Terrace and Holton Terrace 1/31/07
- Establish a non-profit Affiliate of the Housing Authority 6/30/07
- Complete and closeout the Highland HOPE VI project. 12/31/07
- Continue the Scattered Sites HOPE VI redevelopment project. 12/31/07
- Develop a Limited Liability Corporation to undertake redevelopment projects on behalf of HACM and other clients. 12/31/07
- Continue to implement organizational changes required for HACM to comply with HUD Project-Based Asset Management regulations. 12/31/07
- Continue to operate the VA/SRO facility. 12/31/07
- Enroll and graduate 20 families from the "Make Your Money Talk" program. 12/31/07
- Provide up to 30 educational scholarships. 12/31/07
- Submit funding applications, including HOPE VI and low-income housing tax credits, to support the operation and redevelopment of HACM's low-income public housing portfolio. 12/31/07
- Achieve "High Performer" status under HUD's Public Housing Management Assessment Program and the Section 8 Management Assessment Program. 12/31/07
- Publish an RFP to make Section 8 Project-Based Assistance available for proposed development programs for affordable housing. 12/31/07
- Continue partnerships and formal cooperation agreements with local community-based organizations to provide Section 8 tenant-based assistance to families referred by META House, the Milwaukee Community Service Corps, the YWCA, Independence First, the Milwaukee Public Schools, St. Catherine's and the Salvation Army. 12/31/07
- Continue the "Second Chance Program" and expand formal Memorandum of Agreements with referring agencies. 12/31/07
- Continue partnerships with the Dominican Sisters and ACTS for the conversion of obsolete scattered sites public housing units to homeownership. 12/31/7
- Continue to participate in the City's homeless Continuum of Care. 12/31/07

- Apply for grants from all potential funding sources to support HACM's public safety, resident education and resident employment programs. 12/31/07
- Leverage the Housing Authority's resources, including a Capital Fund Financing Program, to support modernization and redevelopment of HACM's low-income public housing portfolio and Mixed Finance/Mixed Use development. 12/31/07
- Comply with the requirements of the Regulatory and Operating Agreements for public and assisted housing units owned by the Highland Park Development, LLC, the Cherry Court, LLC, Carver Park, LLC and Convent Hill, LLC. 12/31/07
- Apply for an affiliate membership with the Federal Home Loan Bank 12/31/07
- Develop a redevelopment plan for Westlawn supported by appropriate financing sources. 12/31/07
- Reorganize, as needed, to comply with the new Operating Fund Rule and Stop Loss Provisions 12/31/07
- Continue to participate in the City's neighborhood planning efforts including the Westside Plan, Northeast Side Plan and Northwest Side Plan. 12/31/07

Progress in meeting current year goals

The Housing Authority of the City of Milwaukee (HACM) has developed its FY 2007 Agency Plan in accordance with applicable federal regulations utilizing the electronic template. HACM's five-year plan continues to employ the broad mission and goals outlined by the U.S. Department of Housing and Urban Development along with a series of program specific goals for the upcoming year. In addition to our FY06 goals, HACM is pleased to report the following progress with regard to achieving goals established in our current year plan.

Goal: Sell 20 public housing units under the Section 5(h) homeownership program. 12/31/06
Status: Through 08/31/06, HACM sold 18 units. This goal will be achieved despite a significant down-turn in the real estate market. In August 2006, HACM obtained HUD approval to convert HACM's homeownership program to a Section 32 program and obtained authorization to sell up to 50 additional public housing units.

Goal: Convert 20 Section 8 clients to homeownership under the Section 8(y) homeownership option. 12/31/06
Status: Through 08/31/06, HACM converted 15 Section 8 clients to ownership bringing the total since the program began to 100. This goal will be achieved.

Goal: Continue the Highland HOPE VI redevelopment project including on-site rental and homeownership unit construction. 12/31/07
Status: All of the off-site rental units were completed and leased. Five on-site units remain to be constructed when the existing highrise towers are demolished.

Goals: Continue the Scattered Sites HOPE VI redevelopment program including the demolition of existing units and construction of new single-family homes. 12/31/07
Status: The first 20 single-family replacement units were completed and leased between 07/2006 and 08/04/06. The construction of the next 10 units began August 1st and is on schedule for completion 12/31/06.

Goal: Complete construction of new Cherry Court facility. 12/31/06
Status: The new Cherry Court midrise was completed and ready for occupancy 08/28/06. The building will be fully occupied by 12/31/06.

Goal: Continue the operation of the VA SRO facility. 12/31/06
Status: The VA/SRO facility continued to operate at full capacity (13 residents) during 2006.

Goal: Enroll and graduate 20 families from the "Make Your Money Talk" program. 12/31/06
Status: Through 08/31/06, 31 residents have completed this program.

Goal: Provide 30 educational scholarships. 12/31/06
Status: Through 08/31/06, six residents have received educational scholarships. Additional scholarships will be awarded in September 2006.

Goal: Submit funding applications, including application for HOME funds to develop public housing rental units in conjunction with HOPE VI funds, regulatory waiver requests including a request for project-based Section 8 authority and related program applications necessary to support the revitalization of public housing, including Convent Hill. 12/31/06
Status: HACM applied and received an allocation of Low Income Housing Tax Credits and submitted a HOPE VI funding application by the July deadline. Construction began on the project in June 2006.

Goal: Implement a plan to comply with the asset repositioning requirements of HUD's Operating Fund Rule. 12/31/06
Status: Staff received training from Casterline Associates in March 2006, and a working group was established to guide and coordinate the implementation of organizational and process changes required to comply with the HUD rule. HACM will convert to property-based accounting and budgeting by the required HUD date to take advantage of "stop-loss" provisions of the Operating Fund rule. New property groupings were submitted and approved by HUD in May 2006.

Goal: Continue to monitor strategies implemented to adjust HACM's Section 8 tenant-based Housing Choice Voucher Program utilization to respond to HUD funding policy. 12/31/06
Status: HACM opened the Section 8 waitlist in July 2006, and accepted more than 1500 applications. A lottery was conducted by the application contractor to establish a waitlist of 2000. The existing waitlist was completely exhausted in May and June 2006, and interested families from the public housing waitlist were referred for Section 8 assistance.

Goal: Continue partnerships and Memorandum of Agreements (MOA's) with, and provide appropriate admissions preferences for clients referred to HACM's Section 8 Housing Choice Voucher Program by, META House, The Salvation Army, the Milwaukee Community Services Corps, Milwaukee Public Schools, the Ellsworth Project, Milwaukee Jobs Initiative and the YWCA. 12/31/06
Status: All existing MOA' were continued, however, the Ellsworth Project and the Milwaukee Jobs Initiative discontinued operations. Eighteen families received Section 8 vouchers in conjunction with these MOU's.

Goal: Continue partnerships and MOA's with, and provide appropriate admissions preferences for low-income public housing for clients referred by local organizations in conjunction with the Second Chance Program. 12/31/06
Status: Five clients were referred and placed under this program.

Goal: Continue partnerships with the Dominican Sisters and ACTS for the conversion of obsolete scattered sites public housing units to homeownership. 12/31/06
Status: Through 08/31/06, six additional homes were sold thru this program initiative.

Goals: Continue to participate in the city's Continuum of Care (CoC). 12/31/06
Status: HACM continued to make the Hillside Resource Center available for CoC meetings and staff participate on the CoC Housing Committee.

Goal: Maintain "High Performer" status under HUD's public housing and Section 8 program assessment systems. 12/31/06
Status: HACM achieved "High Performer" status under the Public Housing Assessment System and "Standard Performer" under the Section 8 Management Assessment Program (SEMAP). The SEMAP score was appealed to HUD and that appeal was pending as of 08/31/06.

Goal: Consider policy recommendations related to providing domestic violence preferences for the public housing and Section 8 HCV programs. 12/31/06
Status: Congress passed the Violence Against Women Act (VAWA) during the spring of 2006. VAWA includes provisions that will require PHA's to make changes to certain policies in the Section 8 and public housing programs. HACM will meet with representatives of Legal Action and women's advocacy groups in September 2006, and HACM legal counsel will advise the Board of any required policy changes.

Goal: Apply for grants from all potential funding sources to support HACM's public safety, resident education and resident employment programs. 12/31/06
Status: HACM applied for and received Resident Opportunity and Self-Sufficiency (ROSS) grants for case management and homebuyer counseling. HACM also assisted resident organizations to apply for and receive HUD ROSS grants.

Goal: Establish replacement reserves to support the revitalization of public housing. 12/31/06
Status: This is an on-going activity carried out in conjunction with the overall financial management of the organization.

Goal: Leverage the Housing Authority's Capital Fund based on the analysis of needs, to support HACM's portfolio improvement and asset repositioning goals. 12/31/06
Status: HACM utilized $1,510,005 in Replacement Housing Factor funds and $4,976,275 in Capital funds to support the construction of the new Cherry Court midrise.

Goal: Allocate 38 Section 8 Housing Choice Vouchers for Project Based Assistance to support the Convent Hill redevelopment project.

Status: As a result of the completion of a mixed-finance plan, HACM will allocate 20 Section 8 vouchers for Project-Based Assistance at Convent Hill
Goal: Comply with the requirements of the Regulatory and Operating Agreements for public and assisted housing units owned by the Highland Park Development, LLC, the Cherry Court LLC and the Carver Park LLC. 12/31/06
Status: As of 08/31/06, HACM was fully compliant with the Regulatory and Operating Agreements for the Highland Gardens, Cherry Court and Carver Park developments. This is an on-going activity.

Goal: Develop a mixed finance redevelopment plan for Westlawn and apply for appropriate resources including the Hope VI revitalization grants and Low Income Housing Tax Credits. 12/31/06
Status: HACM determined that submitting a HOPE VI application, as part of the mixed-finance plan for Convent Hill was a greater priority. HACM will continue to review financing options including the possibility of Capital Fund leveraging to support a redevelopment plan for Westlawn.

Goal: Submit an application to HUD for authorization to sell 50 additional public housing units and convert HACM's existing Section 5(h) program to a Section 32 Homeownership program. 12/31/06
Status: This application was approved by HUD in August 2006.

Goal: Establish on Endowment Fund for Highland Park HOPE VI families and Scattered Sites families. 12/31/06
Status: HACM submitted and application to HUD in August 2006, to establish these endowment funds.

Goal: Actively participate in the West Side Plan, Northeast Side Plan and Northwest Side Plan for the City of Milwaukee and develop/implement revitalization plans for public housing in these neighborhoods. 12/31/06
Status: HACM staff participate in the planning groups coordinated by the Department of City Development. This is an ongoing activity.

Goal: Provide leadership training for members of the Resident Organizations and Resident Councils. 12/31/06
Status: Training was conducted in February 2006.

Goal: Designate one member of the Resident Advisory Board to assist HACM staff in reviewing applicants for academic scholarships. 12/31/06
Status: This will be completed during the September scholarship application review.

Statement of Financial Resources [24 CFR Part 903.12 (b), 903.7(a)]

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2006 grants)**		
a) Public Housing Operating Fund	10,491,650 (estimate)	Operations
b) Public Housing Capital Fund	6,824,472 (estimate)	
c) Annual Contributions for Section 8 Tenant-Based Assistance	30,788,458 (estimate)	Section 8 Housing Assistance Payments and Administration
d) Community Development Block Grant	0	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
HOPE VI (Highland Park)	1,967,629	Highland redevelopment
HOPE VI (Scattered Sites)	11,062,276	Scattered Sites Redevelopment
Public Housing Capital Fund (FY04)	178,852	
Public Housing Capital Fund (FY05)	3,371,211	
Public Housing Capital Fund (FY06)	4,034,872	
Replacement Housing Factor Funds (FY 04-Increment 2)	24,538	Public Housing Replacement
Replacement Housing Factor Funds (FY 05-Increment 2)	292,492	Public Housing Replacement
Replacement Housing Factor Funds (FY 06-Increment 1)	2,601	Public Housing Replacement
Replacement Housing Factor Funds (FY 06-Increment 2)	448,592	Public Housing Replacement
ROSS Homeownership Support Services (FY02)	181,467	Homebuyer Counseling
ROSS Homeownership Support Services (FY03)	214,437	Homebuyer Counseling
ROSS Homeownership Support Services (FY04)	265,685	Homebuyer Counseling
ROSS Homeownership Support Services (FY05)	252,153	Homebuyer Counseling
ROSS RSDM (FY 03)	84,583	PH Supportive Services
ROSS RSDM (FY 04)	240,935	PH Supportive Services
ROSS RSDM (FY 05)	177,768	PH Supportive Services
ROSS Neighborhood Networks (FY02)	3,109	PH Supportive Services
ROSS Neighborhood Networks (FY03)	139,261	PH Supportive Services
ROSS Neighborhood Networks (FY04)	140,111	PH Supportive Services
ROSS Neighborhood Networks (FY05)	410,000	PH Supportive Services

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
HOPE VI Neighborhood Networks (FY03)	165,000	Scattered Sites/Cherry Court
Dept of Agriculture, Food Stamp Outreach	538	PH Supportive Services
3. Public Housing Dwelling Rental Income (estimate)	11,186,320	
4. Other income (list below)		
Section 5(h) Sales	800,000 (estimate)	Homeownership
LIHTC		Cherry Court Redevelopment
LIHTC		Convent Hill Redevelopment
Investment	182,000	Operations
Miscellaneous	452,060	Operations
4. Non-federal sources (list below)		
HACM-owned Housing	5,521,860	Operations
Total resources	89,904,930	

Housing Authority of the
City of Milwaukee

Resolution No. 12045

Adopted: 10/11/06

RESOLUTION: APPROVING THE SUBMITTAL OF THE 2007 AGENCY PLAN

WHEREAS, each year the Housing Authority is required to submit an Agency Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Agency Plan sets forth the Housing Authority's goals and objectives, policies and the resources anticipated to be available to support its' public housing and Section 8 Housing Choice Voucher Program operations and related services for the next fiscal year; and

WHEREAS, HACM has developed its proposed 2007 Agency Plan in accordance with HUD's electronic template requirements considering input from program clients and the general community; and

WHEREAS, the Secretary-Executive Director recommends that HACM's 2007 Agency Plan be approved and electronically transmitted to HUD by the October 18, 2006 due date; now, therefore, be it

RESOLVED, that HACM's proposed Agency Plan for 2007 be and is hereby approved; and be it further

RESOLVED, that the Secretary-Executive Director is hereby authorized to electronically transmit HACM's 2007 Agency Plan to HUD by the required due date.

The Housing Authorit will hold a public hearin on the 2007 Agency Plar including the Capit Fund Program, on Thurs day, September 21, 200 at 1:30pm in City Ha Room 301B.
Interested persons ar invited to comment o the Housing Authority' 2007 Agency Plan at th public hearing. Writte comments can also b submitted to Mr. Antoni Pérez, Secretary Executive Director, Hous ing Authority of the Cit of Milwaukee, PO Bo 324, Milwaukee, W 53201. Written com ments must be receive by Monday, Septembe 18, 2006 to be include with the Agency Plar The Agency Plan is avai able for review upon re quest beginning on Sep tember 1, 2006 by callin 414-286-5685.
Please note that upo reasonable notice, e forts will be made to ac commodate the needs c disabled individual through sign languag interpreters or othe auxiliary aids. For add tional information or as sistance contact M Falek at 414-286-51 (voice) or 414-286-35 (TDD).

2446402
8/8/06
AFFIDAVIT OF PUBLICATION

City of Milwaukee
Housing Authority
PO Box 324
Milwaukee, WI 53201
Attn: Mindy Biedrzycki

Patti Guerrero here by states that she is authorized by Journal Sentinel Inc. to certify on behalf of Journal Sentinel Inc., publisher of the Milwaukee Journal Sentinel and The Sunday Journal Sentinel, public newspapers of general circulation, printed and published in the city and county of Milwaukee; that a notice of which the printed one here to attached is a true copy, was published on the fourth and eighth of August 2006. That the Milwaukee Journal Sentinel and The Sunday Journal Sentinel are newspapers printed in the English language and that said printed copy was taken from said printed newspaper(s).

Patti Guerrero

Patti Guerrero

State of Wisconsin)
)SS:
County of Milwaukee)

Subscribed and sworn before me this 8 day of Aug, 2006.

Kent B Hein

Notary Public State of Wisconsin
My Commission Expires 2-21-10

PUBLIC HEARING
2007 AGENCY PLAN

The Housing Authority will hold a public hearing on the 2007 Agency Plan, including the Capital Fund Program, on Thursday, September 21, 2006 at 1:30 P.M. in City Hall Room 301B.

Interested persons are invited to comment on the Housing Authority's 2007 Agency Plan at the public hearing. Written comments can also be submitted to Mr. Antonio Perez, Secretary-Executive Director, Housing Authority of the City of Milwaukee, PO Box 324, Milwaukee, WI 53201. Written comments must be received by Monday, September 18, 2006 to be included with the Agency Plan. The Agency Plan is available for review upon request beginning on September 1, 2006 by calling 414-286-5685.

Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxilliary aids. For additional information or assistance contact Ms. Falek at 414-286-5100 (voice) or 414-286-3504 (TDD).

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SECTION 8

ADMINISTRATIVE PLAN

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

RENT ASSISTANCE PROGRAM

(REVISED 9/21/2005)

The Section 8 Administrative Plan sets forth the Housing Authority of the City of Milwaukee Rent Assistance Program (herein referred to as "RAP") policies for the operation of the Section 8 Housing Choice Voucher Program, incorporating Federal, State, and local law. It was adopted by the Housing Authority's Board of Directors on September 21, 2005, by Resolution #11972. The program is governed by the United States Department of Housing and Urban Development (HUD) regulations which are continuously subject to updating and revising. Therefore, and all current regulations may not be reflected in this document. This Administrative Plan states policy on matters over which the Program has discretion to establish local policy and restates requirements under Program regulations. Any new HUD requirement received after the date of approval of this Administrative Plan shall automatically be incorporated into this Administrative Plan as a replacement or an addition.

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1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of RAP to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, family status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under RAP's housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, RAP will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at RAP's office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

RAP will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form to them. RAP will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of RAP's housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage on the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines RAP will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, RAP will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable

accommodation.

All decisions granting or denying requests will be in writing.

2.2 GRANTING THE ACCOMMODATION

A. The requestor must be a person with disabilities. For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, e.g., a heart condition).

If the disability is not apparent or already documented, RAP will require that the requestor obtain verification that the person is a person with a disability.

B. The accommodation must be requested in writing related to the disability. If it is not apparent that the request is related to the apparent or documented disability, RAP will require documentation that the requested accommodation is needed due to the disability. RAP will not inquire as to the nature of the disability.

C. The requested accommodation must be reasonable. In order to be determined reasonable, the accommodation must meet two criteria:

1. The accommodation will not alter the fundamental business of the housing authority.

2. The accommodation will not create an undue financial hardship or administrative burden.

D. The housing authority retains the right to be shown how the requested accommodation enables the individual to access or use RAP's programs or services. If more than one accommodation is equally effective in providing access to RAP's programs and services, RAP retains the right to select the most efficient or economic choice. RAP may assist the individual in obtaining the necessary accommodation.

If the tenant requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, RAP will generally approve such a request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable the tenant to materially violate essential lease terms will not be approved (e.g., allowing non-payment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.)

3.0 PROXY

RAP will allow the use of a proxy by an applicant/participant. RAP will also, upon request, refer applicants/participants to appropriate social service agencies. The use of a proxy does not remove the responsibilities of the applicant/participant to complete their program requirements for participation. RAP requires that program documents may only be signed by the applicant/participant and must be completed by the deadline date specified.

4.0 SERVICES FOR NON-ENGLISH SPEAKING PERSONS

RAP will endeavor to have bilingual staff or access to people who speak languages other than English.

5.0 FAMILY/OWNER OUTREACH

RAP will publicize the availability and nature of the Section 8 Program for applicant families in a newspaper of general circulation during open enrollment. To reach people who cannot or do not read newspapers, RAP will distribute fact sheets to the broadcasting media. RAP will also try to utilize public service announcements.

RAP will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so that they may make proper referrals for the Section 8 program.

RAP will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the City of Milwaukee property owners association. Owners participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

a. Explain how the program works;
b. Explain how the program benefits owners:
c. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways RAP helps owners do better screening; and
d. Provide an opportunity for owners to ask questions, obtain written materials, and meet RAP staff.

RAP will remain committed to the recruitment of new owners and units for participants. There will be special effort of recruitment to produce units outside of low-income and/or high poverty areas. The efforts shall include attending landlord meetings, target mailings and some advertisements.

6.0 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement.*

Any request for applicant or participant information will not be granted unless there is a signed release of information from the applicant or participant.

7.0 REQUIRED POSTINGS

RAP will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan (available upon request)
B. Notice of the status of the waiting list (opened or closed)
C. Address of all RAP offices, office hours, telephone numbers, TDD numbers, and hours of operation
D. Income Limits for Admission
E. Informal Review/Hearing Procedures (available upon request)
F. Fair Housing Poster
G. Equal Opportunity in Employment Poster

8.0 RESPONSIBILITIES/OBLIGATIONS OF RAP, OWNERS, AND PARTICIPANT FAMILIES

This Section outlines the responsibilities and obligations of RAP, Section 8 Owners/Landlords, and participating families.

8.1 RAP RESPONSIBILITIES

A. RAP will comply with the consolidated ACC, HUD regulations/requirements, and the Section 8 Administrative Plan.

B. In administering the program, RAP will:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help people with disabilities find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust RAP utility allowance;

17. Administer and enforce the Housing Assistance Payments (HAP) contract with an owner, including taking appropriate action as determined by RAP, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews/hearings of certain RAP decisions concerning applicants for participation in the program and participant families;

20. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

21. Administer an FSS program (if applicable).

8.2 OWNER RESPONSIBILITIES

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and screening the family to determine if the family is suitable for tenancy of the unit;

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance;

3. Complying with equal opportunity requirements;

4. Complying with the HAP Contract;

5. Preparing and furnishing to RAP information required under the HAP contract;

6. Collecting from the family;

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).

   c. Any charges for unit damage by the family.

7. Entering into a lease/HUD required tenancy addendum and enforcing tenant obligations under the lease;

8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family if the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful

enjoyment of the premises by other residents;

9. Paying for utilities and services (unless paid by the family under the lease); and

10. Providing evidence of ownership/residency to RAP upon request.

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR § 100.203).

D. The owner is responsible for notifying RAP ninety (90) days prior to any rent increase.

8.3 OBLIGATIONS OF THE PARTICIPANT FAMILY

This Section states the obligations of a participant family under the program.

A. Supplying required information:

1. The family must supply any information that RAP or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by RAP or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family:

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing RAP Inspection:

The family must allow RAP to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease:

The family may not commit any serious or repeated violation of the lease.

E. Family Request to Move or Lease Termination:

The family must submit a request to move to RAP, and notify the owner before the family moves out of the unit during the term of the lease. The family must give notice to the owner and RAP to terminate the lease at the lease anniversary date.

F. Owner Eviction Notice:

The family must promptly give RAP a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. RAP must approve the composition of the assisted family residing in the unit. The family must promptly inform RAP of the birth, adoption or court-awarded custody of a child. The family must request approval from RAP to add a foster child/foster adult, live-in aide or any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit unless RAP has given approval.

3. The family must promptly notify RAP if any family member no longer resides in the unit.

4. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must be approved by the owner, must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

5. The family must not sublease or let the unit.

6. The family must not assign the lease or transfer the unit.

H. Absence from the Unit:

The family must promptly notify RAP of its absence from the unit. The family must supply any information or certification requested by RAP relating to family absence from the unit and the purpose of family absence from the unit, including any information or certification requested by RAP to verify that the family is living in the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to ninety (90) days. The family must notify RAP

of absences exceeding ninety (90) days. An authorized absence may not exceed 180 days. Any family absent for more than ninety (90) days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization;

2. Absences beyond the control of the family (e.g., death in the family, other family member illness);

3. Other absences that are deemed necessary by RAP.

I. Interest in the Unit:

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violations:

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crimeby Family Members:

The members of the family may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance:

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

9.0 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in RAP's jurisdiction, RAP will take applications only during an open enrollment period, depending on the length of the waiting list.

When the waiting list is open, anyone interested in applying must request an application. Persons with disabilities who require a reasonable accommodation in completing an application may call RAP to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available. Application's will be dated and time stamped.

RAP may elect to have a lottery for applicants to limit the size of the waiting list and keep it manageable.

The initial application for housing assistance, or the pre-application, requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household and income category for the family's placement on the waiting list.

An applicant may at any time report changes in writing, in their applicant status including changes in family composition, income, or address. RAP will annotate the applicant's file and will update their place on the waiting list.

10.0 ELIGIBILITY FOR ADMISSION

There are six requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to these eligibility criteria, families must also meet RAP screening criteria in order to be admitted to the Section 8 Program.

10.1 ELIGIBILITY CRITERIA

A. Family status

1. A **family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

   a. Children temporarily absent from the home due to placement in foster care are considered family members (if properly documented).

   b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size (if properly documented), but are not considered family members for determining income limit.

2. An **elderly family**, which is:

   a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

   b. Two or more persons who are at least 62 years of age living together; or

   c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **disabled** family, which is:

   a. A family whose head, spouse, or sole member is a person with disabilities;

   b. Two or more persons with disabilities living together; or

   c. One or more persons with disabilities living with one or more live-in aides.

   d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

4. **A displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or is referred as catastrophic by HACM's Community Services Section.

5. **A remaining adult member of a tenant family.**

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

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:

   a. A very low-income family;

   b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);

c. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a development subject to a resident homeownership program under 24 CFR § 248.173.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into RAP's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they will be assisted under the program.

5. Families who are moving into RAP's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for RAP's program.

6. Income limit restrictions do not apply to families transferring units within the Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (Sec Section 16.5(E) for calculating rents under the non-citizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members six (6) years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD and RAP to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

   b. A provision authorizing HUD or RAP to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance:

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. A statement that the authorization to release the information requested by the consent form expires 15 or 18 months (whichever date is specified on the form) after the date the consent form is signed.

F. Eligibility for tenancy

RAP determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. RAP will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. If the individual has lived outside the local area, RAP may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will begin after each adult household member has signed a consent form designed by RAP. The information received as a result of the criminal background check shall be maintained confidentially, not misused or improperly disseminated, and destroyed

once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to RAP action has expired or final disposition of any litigation has occurred.

RAP will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

If the applicant is denied assistance based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity for an informal review.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, RAP will provide the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

11.0 MANAGING THE WAITING LIST

11.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

11.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of preference (if any) and then in order of date and time of application;

C. Any written contact between RAP and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

11.3 PURGING THE WAITING LIST

RAP will update and purge its waiting list on an "as needed" basis to ensure that the pool of applicants reasonably represents interested families. Purging also enables RAP to update the information regarding address, family composition and income category and preferences (if any).

The purge shall consist of RAP mailing via first class mail a form to be completed by the person on the waiting list and returned to the housing authority within a specified number of days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant's name shall be withdrawn from the waiting list. If the envelope is returned with a forwarding address on it, the housing authority shall mail the form to the new address, with a new deadline for response.

11.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. Annual income must be verified within sixty (60) days of the issuance of a housing choice voucher. RAP will send a notification letter scheduling an appointment. The letter includes instructions permitting the family to reschedule the interview for documented medical confinement or to send a proxy to represent them if they cannot attend. The letter also tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs.

The family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. All adult household members must present a picture I.D. at interview appointments.

11.5 MISSED APPOINTMENTS

If an applicant fails to keep a scheduled appointment their name will be withdrawn from the waiting list.

RAP will allow the family to reactivate their application with the payment of a $50.00 reactivation fee within 60 days of the date of their missed appointment.

11.6 WITHDRAWAL OF APPLICANTS FROM THE WAITING LIST

RAP will deny assistance/withdraw an applicant's name from the waiting list if:

A. The applicant requests that their name be withdrawn;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

RAP will allow the family to reactivate their application with the payment of a $50.00 reactivation fee within three years of their withdrawal date. After three years, RAP will deny assistance and remove the family's name from the waiting list.

12.0 SELECTING FAMILIES FROM THE WAITING LIST

12.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

RAP may admit an applicant for participation in the program either as a special admission or as a waiting list admission. Special admissions shall not exceed 2% of the total allocation and vouchers available.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, RAP will use the assistance for those families. If this occurs, RAP will maintain records demonstrating that these targeted housing choice vouchers were used appropriately.

12.2 SELECTION FROM THE WAITING LIST

RAP will select families from the waiting list based on the date and time of application.

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are very low-income (unless a different target is agreed to by HUD), RAP retains the right to skip higher income families on the waiting list to reach very low-income families. This measure will only be taken if it appears the goals will not otherwise be met. To ensure this goal is met, RAP will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough very low-income families on the waiting list, RAP will conduct outreach on a non-discriminatory basis to attract very low-income families to reach the statutory requirement.

12.3 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

RAP will issue a housing voucher for a particular bedroom size. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's voucher size without overcrowding or over-housing:

Number of Bedroom	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, RAP will include the presence of children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care (if properly documented). However, a student living away from home for more than six (6) months per year is not assigned a bedroom and is not counted as a family member.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex under the age of eighteen (18) years will share a bedroom.

B. Children of the opposite sex, under the age of five (5) years will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Live-in aides will get a separate bedroom.

A live-in-aide is a person who resides in the household essential to the care and well being of an elderly, disabled, or handicapped family member. The following documentation may be required:

1. Written statement from a licensed, practicing medical physician stating that the person is essential to the care and well-being of the individual(s).

2. Written statement of the disability and/or handicap.

3. Nature of care provided (e.g. 24 hour, etc.)

The live-in-aide has the option to include their income in determining the family's income and be a member of the household on the lease. The live-in-aide will not qualify for continued occupancy as a remaining family member if the person chooses not to be a member of the household and does not include their income in determining the family's income. If a live-in-aide becomes a family member, they cannot go back to a live-in-aide status.

E. An additional or separate bedroom due to a medical need.

RAP will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary. The following documentation will be required:

1. Written request from the family and a letter from a licensed, practicing medical physician explaining the medical need for an additional or separate bedrooms.

If the request and supporting documentation is valid, the exception will be granted. If the request for an exception seems invalid and is denied, an informal review/hearing can be requested.

The housing voucher size for the family will be determined by RAP in accordance with the above guidelines and will determine the maximum rent subsidy for the family. The family may select to rent a unit that is smaller than the family voucher size but not larger than the family voucher size. If the family selects a smaller unit, the payment standard for the smaller unit size will be used to calculate the subsidy. However, the family must seek approval from RAP to rent a unit that is larger than the family voucher size. Subject to availability, RAP may grant approval for four-bedroom, five-bedroom and six-bedroom voucher size families to rent a unit that is larger by one bedroom than the family voucher size. If approval is granted, the payment standard for the family unit size will determine the maximum subsidy.

12.4 BRIEFING

When RAP selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. RAP will send a notification letter to the family letting them know that in order to receive a housing choice voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session or they may send a proxy to represent them. The letter also tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs. If the family fails to attend two (2) briefings, they will be denied assistance and their name will be withdrawn from the program. RAP will allow the family to reactivate their application with the payment of a $50.00 reactivation fee.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing,

RAP will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, RAP will give primary consideration to the requests of the applicant.

A. The briefing will cover at least the following subjects:

1. A description of how the program works;

2. Family and owner responsibilities;

3. Where the family may rent a unit, including inside and outside RAP's jurisdiction;

4. Types of eligible housing;

5. For families qualified to lease a unit outside RAP's jurisdiction under portability, an explanation of how portability works:

6. An explanation of the advantages of living in a low poverty census tract;

7. An explanation that the family share of rent and utilities may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard; and

8. A description of the homeownership program if one exists.

B. During the briefing, RAP will also give the family a packet containing the following information:

1. The term of the voucher and RAP's policy on suspensions of the term;

2. How RAP determines the housing assistance payment and total tenant payment for the family;

3. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

4. How RAP determines the maximum rent for an assisted unit;

5. Where the family may lease a unit. For families qualified to lease outside RAP's jurisdiction, the packet includes an explanation of how portability works;

6. The HUD-required tenancy addendum that provides the language that must be included in the lease and a sample contract;

7. The request for approval of the tenancy form and an explanation of how to request RAP approval of a unit;

8. A statement of RAP's policy on providing information to prospective owners.

9. RAP's subsidy standards, including when RAP will consider granting exceptions to the standards;

10. The HUD brochure on how to select a unit ("A Good Place to Live");

11. The HUD-required lead-based paint brochure;

12. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

13. A list of landlords or other parties known to RAP who may be willing to lease a unit to the family or help the family find a unit, including owners with properties outside areas of low poverty;

14. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to RAP that may be available; or request staff assistance in locating a suitable unit.

15. The family's obligations under the program;

16. The grounds upon which RAP may terminate assistance because of the family's action or inaction;

17. RAP's informal review/hearing procedures, including when RAP is required to provide the opportunity for an informal review/hearing, and information on how to request a review/hearing; and

18. RAP's owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

13.0 ISSUANCE OF VOUCHER/REQUEST FOR APPROVAL OF TENANCY

13.1 ISSUANCE OF THE VOUCHER

Once all family information has been verified, eligibility determined, subsidy calculated, and the family has attended a briefing, RAP will issue the voucher. At this point, the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease and the request for approval of tenancy form. The family will submit the proposed lease and the request form to RAP during the term of the voucher. RAP will review the request and make an initial determination of approval of tenancy. RAP may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, RAP will schedule an appointment to inspect the unit within ten (10) days after the receipt of the request form. The voucher time is suspended during any period the unit is unavailable for inspection. RAP will only conduct two (2) inspections per request for approval of tenancy. RAP will allow the family to receive a third inspection appointment with the payment of a $50.00 processing fee.

During the initial stage of qualifying the unit, RAP may provide the prospective owner with information regarding the program upon request. The information will include RAP and owner responsibilities for screening and other essential program elements. Upon request, RAP will provide the owner with the family's current and prior addresses as shown in RAP records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner.

13.2 TERM OF THE VOUCHER

The Housing Choice Voucher will expire one hundred and twenty (120) calendar days and/or 120 tolled days from the date of issuance.

If the family includes a person with a disability, the family may request additional time on the voucher due to the documented reasonable accommodation. If RAP determines that additional search time would be a reasonable accommodation, RAP may approve an extension.

Upon submittal of a completed request for approval of tenancy form, RAP will suspend or toll the term of the voucher. The term of the voucher will be in suspension until the date RAP provides notice that the request has been approved or denied. This policy allows families the full term of 120 days to find a unit, not penalizing them for the period during which RAP is taking action on their request. A family may only submit one (1) request for approval of tenancy form at one time. A family may submit a second request for approval of tenancy only after RAP finalizes action on the first request and if there is still time left on the voucher.

In order to reduce costs, RAP may pull back outstanding vouchers for applicants searching for housing that have not yet resulted in an executed HAP contract.

If a family's voucher expires (120 days) and the family fails to submit a request for approval of tenancy for an eligible unit or the request has been denied by RAP, the family will be terminated from the program.

13.3 APPROVAL TO LEASE A UNIT

RAP will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by RAP and passes HQS;

C. The lease is approvable and includes the following:

1. The names of the owner and the tenant;
2. The address of the unit rented;
3. The term of the lease (initial term and any provisions for renewal);
4. The amount of the monthly rent to owner;
5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
6. The required HUD tenancy addendum.

D. The rent to the owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or RAP; and

G. The family continues to meet all eligibility and screening criteria.

The lease term may begin only after all of the aforementioned conditions are met.

RAP will prepare the contract when the unit is approved for tenancy. Upon receipt of the executed lease and the signed contract by the landlord, RAP will execute the contract. RAP will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and RAP will not pay housing assistance to the owner.

13.4 RAP DISAPPROVAL OF OWNER

RAP will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). RAP may also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes;

F. The owner has not paid State or local real estate taxes, fines, or assessments;

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. Premises by tenants, RAP employees or owner employees; or
2. Residences by neighbors.

H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless RAP determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or

I. Other conflicts of interest under Federal, State, or local law.

13.5 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;
B. A unit receiving project-based assistance under a Section 8 Program;
C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
D. College or other school dormitories;
E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
F. A single family dwelling occupied by its owner. This restriction does not apply to

cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

RAP will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing
B. Group homes
C. Shared housing
D. Cooperative housing

RAP will approve leases for the following housing types:

A. Single family dwellings
B. Apartments
C. Manufactured housing
D. Manufactured home space rentals
E. Single Room Occupancy (SRO)

13.6 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. If the owner obtains a court judgment for unpaid rent and/or damages, RAP may question the tenant's continued eligibility.

14.0 DETERMINATION OF FAMILY INCOME

14.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, RAP counts the income of all family members, except the types and sources of income that are specifically excluded. Once the annual income is determined, RAP subtracts all allowable deductions (allowances documented in accordance with IRS Publication 502) as the next step in determining the Total Tenant Payment.

14.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or RAP believes that past income is the best available indicator of expected future income, RAP may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-

line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes 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.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

      i. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage; plus

      ii. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities.

   b. Imputed welfare income.

      i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, reported in a notice to RAP by the welfare agency), plus the total amount of other annual income.

ii. At the request of RAP, the welfare agency will inform RAP in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform RAP of any subsequent changes in the term or amount of such specified welfare benefit reduction. RAP will use this information to determine the amount of imputed welfare income for a family.

iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to RAP by the welfare agency).

iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

v. RAP will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

vi. If the family is not satisfied that RAP has calculated the amount of imputed welfare income in accordance with HUD requirements, and if RAP denies the family's request to modify such amount, then RAP shall give the family written notice of such denial, with a brief explanation of the basis for RAP's determination of the amount of imputed welfare income. The notice shall also state that if the family does not agree with the determination, the family may contest the decision in accordance with the informal review/hearing policy.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

14.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide (unless the person chooses to be included as a member of the tenant family);

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a family member with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a family member in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Incremental earnings and benefits received by any family member resulting from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

5. Temporary, nonrecurring, or sporadic income (including gifts);

6. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

7. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse):

8. Adoption assistance payments in excess of $480 per adopted child;

9. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts:

10. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

11. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps;
    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
    c. Payments received under the Alaska Native Claims Settlement Act;
    d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
    e. Payments made under the U.S. Department of Health and Human Services' Low-Income Energy Assistance Program;
    f. Payments received under the Job Training Partnership Act;
    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims;
    i. Amount of scholarships awarded under Title IV including Work-Study;
    j. Payments received under Title V of the Older Americans Act of 1985;
    k. Payments from Agent Orange Settlement;
    1. Payments received under the Maine Indian Claims Act;

m. The value of childcare under the Child Care and Development Block Grant Act of 1990;
n. Earned income tax credit refund payments; and
o. Payments for living expenses under the AmeriCorps Program.

14.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses of any elderly family or disabled family (documented in accordance with IRS Publication 502); and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses (documented in accordance with IRS Publication 502) for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

15.0 VERIFICATION

RAP will verify information related to waiting list, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, Picture I.D.'s, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

15.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the familyand as specified in the chart in 15.2.

Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). It may be a computerized print-out or report generated by a request from RAP or automatically by another government agency, (e.g., the Social Security Administration). Verification forms and reports received will be contained in the applicant/participant file. This verification may also be by direct contact with the source, in person or by telephone. Third party oral documentation in the file will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, RAP will accept documentation provided by the family. Hand-carried documentation will be accepted if RAP has been unable to obtain third party verification in a maximum of a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, RAP will accept a notarized statement signed by the head, spouse or co-head of household. Such documents will be maintained in the file.

15.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, RAP will send a request form to the source along with a release form signed by the applicant/participant via first class mail or facsimile (fax).

Verification Requirements for Individual items		
Item to be verified	**Third-party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security and electronic reports	Social Security card
Citizenship	N/A	Signed Certification voter's registration card, birth certificate, citizenship certificate, valid passport, signed letter from INS
Eligible immigration status	INS SAVE confirmation#	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full- time student status (if > 18)	Letter from school	For high school students, any document evidencing enrollment
Need for live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child card costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to be verified	**Third-party verification**	**Hand-carried verification**
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD's, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statements
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized Affidavit from source, letter from organization receiving gift e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification requirements for Individual Items		
Item to be verified	**Third-party verification**	**Hand-carried verification**
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (e.g., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating -whether enrolled -whether training is HUD- funded -whether State or local program-whether it is employment training -whether payments are for out –of- pocket expenses incurred in order to participate in a program	N/A

15.3 VERIFICFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member must be determined regardless of age.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. RAP will make a copy of the individual's INS documentation and place the copy in the file. RAP also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, RAP will mail information to the INS so a manual check can be made of INS records.
Family members who do not claim to be citizens, nationals or eligible non-citizens, or

whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to he admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If RAP determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

15.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six (6) years of age must provide verification of his or her Social Security Number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, RAP will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If a family member indicates they have a Social Security Number, but cannot readily verify it, they shall he asked to certify to this fact and shall be given up to thirty (30) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance and/or terminated from the program.

15.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, RAP will verify and update only those elements reported to have changed.

15.6 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually and at other times as needed, to determine continued program eligibility.

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age six (6) and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six (6), their verification will be obtained at the next regular reexamination.

16.0 RENT AND HOUSING ASSISTANCE PAYMENT

16.1 RENT REASONABLENESS

RAP will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If RAP or HUD directs that reasonableness be re-determined.

16.2 COMPARABILITY

In making a rent reasonableness determination, RAP must determine the monetary rent values of residential units for program participation. RAP will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. RAP will consider the location, property value, quality, size, number of bedrooms, age, amenities, housing services, maintenance, utilities and condition of the unit and the comparable units. The results of this determination shall be documented in the tenant's file.

RAP will maintain current survey information on rental units in the jurisdiction. RAP may also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time for consideration. Owners may review the determination made on their unit and may submit additional information or make improvements or add amenities to the unit that will enable RAP to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units on the premises.

16.3 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by RAP and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR § 982.888.

16.3.1 SETTING THE PAYMENT STANDARD

The Statute requires that the payment standard be set by RAP at between 90 and 110% of the FMR without HUD's prior approval. RAP will review its determination of the payment standard annually after publication of the FMRs. RAP will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

RAP may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, RAP will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. RAP may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, RAP will conduct a financial feasibility test to ensure that in using the higher standards, adequate funds will continue to be available to assist families in the program.

16.3.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, RAP will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family voucher size resulting from a change in family size or composition, the new family voucher size will be considered when determining the payment standard at the next annual reexamination.

16.3.3 AREA EXCEPTION RENTS

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, RAP may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. RAP may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as RAP requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

16.4 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income;

2. 30% of the family's adjusted monthly income;

3. The Minimum rent;

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent

RAP has set the minimum rent as $50.00. However, if the family requests a hardship exemption, RAP will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until RAP can determine whether a hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

b. When the income of the family has decreased because of changed circumstances, including loss of employment; and

c. When a death has occurred in the family.

2. No hardship. If RAP determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to RAP for the time of suspension.

3. Temporary hardship. If RAP determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. RAP will offer a reasonable repayment agreement for any minimum rent back payment paid by RAP on the family's behalf during the period of suspension.

4. Long-term hardship. If RAP determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal RAP's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

i. The payment standard amount for the appropriate family voucher size; or

ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. During the HAP contract term, the payment standard for the family is the higher of:

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

c. At the next regular reexamination following a change in family composition that causes a change in family voucher size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (b)(i) of this section does not apply; and

ii. The new family voucher size must be used to determine the payment standard.

2. RAP will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by RAP:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or
b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

E. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. RAP will grant each family a period of 120 days to find suitable affordable housing.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

16.5 UTILITY ALLOWANCE

RAP maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection, disposal of waste and refuse).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, RAP uses normal patterns of consumption for the community as a whole and current utility rates.

RAP reviews the utility allowance schedule annually and revises any allowance for a utility category. RAP maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with RAP.

RAP uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family voucher size as determined under RAP subsidy standards).

At each annual reexamination, RAP applies the utility allowance from the most current utility allowance schedule.

If the gross rent does not exceed the payment standard, the utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. RAP will pay any savings resulting from utility costs directly to the utility companies on behalf of the tenant.

16.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

RAP pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within five (5) business days of when due, the owner may charge RAP a late payment, agreed to in the Contract and in accordance with generally accepted practices in RAP's jurisdiction if the following conditions apply:

A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and

B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors

beyond the control of RAP.

16.7 CHANGE OF OWNERSHIP

RAP requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive RAP's rent payment or the address as to where the rent payment should be sent.

In addition, RAP requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title;

B. Tax Identification Number or Social Security Number; and

C. HAPAssignment form.

RAP will execute the HAP Assignment. New owners will be required to execute IRS form W-9. RAP may withhold the rent payment until the taxpayer identification number is received.

17.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

17.1 INSPECTION POLICIES

RAP will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be placed on the Section 8 Existing program unless the HQS is met.
When a new applicant submits a Request for Tenancy Approval, RAP will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 10 business days) upon receipt of a Request for Tenancy Approval. The owner and the applicant will be notified in writing of the results of the inspection. If the unit fails HQS again on the second inspection and time remains on the voucher, RAP will notify the applicant to submit a new Request for Tenancy Approval for the same unit or for another unit. RAP will only conduct two (2) inspections per Request for Tenancy Approval. RAP will allow a third inspection with the payment of a $50.00 processing fee.

Units will be inspected at least annually, and at other times as needed, to determine if the unit continues to meet HQS. At recertification, the owner and the participant will be notified of a scheduled inspection appointment by first class mail. If the unit is disapproved the tenant and owner will be notified of the disapproval and a second inspection scheduled by first class mail. RAP will notify the participant to submit a new Request for Tenancy Approval for the same unit or for another unit. RAP will allow a third inspection with the payment of a $50.00 processing fee.

RAP must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. If the family fails to allow a RAP inspection, RAP will consider the family to have violated a Family Obligation. RAP will take action to terminate the family's assistance.

17.1.1 TYPES OF INSPECTIONS

There are six types of inspections that RAP will perform:

A. Initial Inspection: An inspection that must take place to insure that the unit passes HQS before assistance can begin for a new applicant or a participant in a new unit.

B. Annual Inspection: An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection: An inspection that takes place because of a complaint on the unit by appropriate parties.

D. Special Inspection: An inspection conducted by RAP with a third party, (e.g., HUD, needing to view the unit.)

E. Emergency Inspection: An inspection that takes place in the event of a perceived emergency (e.g., disruption of essential services, family's health or safety is threatened or compromised.) These inspections will take precedence over all other inspections.

F. Quality Control Inspection - Supervisory audit inspections on at least 5% of the total number of units that were under lease during RAP's previous fiscal year.

17.2 OWNER AND FAMILY RESPONSIBILTY FOR HQS

A. Owner Responsibility for HQS:

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, RAP will take prompt and vigorous action to enforce the owner obligations. RAP's remedies for such breach of the HQS include termination, suspension of housing assistance payments and termination of the HAP contract.

3. RAP will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by RAP and RAP verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than thirty (30) days (or any RAP approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, RAP may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS:

1. 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;

   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 a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. 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 thirty (30) days (or any RAP approved extension).

3. If the family fails to pay for any utilities that the family was required to pay and the owner pays for those utilities, the family must repay the owner within thirty (30) days. Failure to comply may subject the family to termination from program.

4. If the family has caused a breach of the HQS, RAP will take prompt and vigorous action to enforce the family obligations. RAP may terminate assistance for the family in accordance with 24 CFR § 982.552.

17.3 EXCEPTIONS TO HQS ACCEPTABILITY CRITERIA

RAP will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, RAP has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one (1) exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with two (2) coats of non-lead paint. An extension may be granted as a severe weather related item as defined at section 17.4(D)..

C. Adequate heat shall be considered to be sixty-eight (68) degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within six (6) inches of the floor.

17.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

On an initial inspection, the owner will be given a reasonable timeframe to correct the items noted as failed, based on the extent of the repairs required, but not to exceed thirty (30) days.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency items in Section 17.5), the owner or participant will he given twenty-four (24) hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, RAP will abate payment and terminate the contract in accordance with Sections 17.6 and 23.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, RAP will terminate assistance for the family in accordance with Sections 17.2(B) and 23.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within twenty-four (24) hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within seventy-two (72) hours.

3. For major repairs, the owner will have up to thirty (30) days to complete.

D. Extensions

At the sole discretion of RAP, extensions of up to thirty (30) days may be granted

to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within sixty (60) days after the initial inspection date, RAP will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

17.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within twenty-four (24) hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

F. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

17.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated. The abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, RAP will end the abatement the day the unit passes inspection. Rent payments will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standards and timeframes for correction of deficiencies as owners. If deficiencies are not corrected by the deadline, RAP will send a notice of termination to both the tenant and the owner advising them of the contract termination. The tenant will be given the opportunity to request an informal hearing.

17.7 LEAD BASED PAINT REQUIREMENTS

The purpose of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822 and Chapter HFS 163, Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards of the State Dept. of Health and Family Services by establishing procedures to eliminate as practicable the hazards of lead-based paint poisoning for units assisted in the program.

For purposes of this section, the following definitions apply:

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six (6) years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
c. Deteriorated paint surface: A surface on which the paint is cracking, flaking, chipping, peeling, chalking or loose.
d. Dust wipe sample: A sample of dust collected by wiping a representative surface of a know area with an acceptable wipe material to determine lead content.
e. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 or more micrograms per 100 milliliters for a single test or of 15 or more micrograms in two consecutive tests at least 90 days apart.
f. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
g. Lead-based paint: A paint surface identified as having a lead content greater than 0.7 milligrams per centimeter or 0.06 % lead by weight.

h. Lead inspection: An on-site, surface by surface investigation of painted, varnished or other coated surfaces to determine the presence of lead.
i. Risk assessment: An on-site investigation of paint, dust, water or other environmental media to determine the existence, nature, severity and location of lead hazards.
j. XRF: A portable analyzer used to determine lead concentration in milligrams per square centimeter using x-ray fluorescence.

The requirements of this Section do not apply to zero (0) bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly.

A. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six (6) years, the initial and each periodic inspection (as required under this part) must include a visual assessment for deteriorated paint surfaces. If deteriorated paint surfaces are found, such surfaces must be treated in accordance with paragraph H of this Section.

B. RAP may exempt from such treatment deteriorated paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

C. Treatment of deteriorated paint surfaces required under this Section must be completed within thirty (30) days of RAP notification to the owner. When weather conditions prevent treatment of the deteriorated paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph H of this Section may be delayed for a reasonable time.

a. The requirements in this paragraph apply to:

i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
ii. The entrance and hallway providing access to a unit in a multi-unit building; and
iii. Exterior surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

D. In addition to the requirements of paragraph A of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six (6) years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint (lead inspection or risk assessment). Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the surfaces have already been treated.

E. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must he tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples (dust wipe

sample). Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph H of this Section is required, and treatment shall be completed within the time limits in paragraph C of this Section.

F. The requirements in paragraph D of this Section apply to all protruding painted surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age:

i. Within the unit;
ii. The entrance and hallway providing access to a unit in a multi-unit building; and
iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garage and sheds).

G. In lieu of the procedures set forth in paragraph D of this Section, RAP may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph H of this Section.

H. Treatment or abatement of deteriorated paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

a. A deteriorated paint surface shall be treated if the total area of deteriorated paint on a component is:

i. More than ten (10) square feet on an exterior wall;
ii. More than two (2) square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
iii. More than 10% of the total surface on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

b. Acceptable methods of treatment or abatement are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

c. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust,

uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating deteriorated paint spots no more than two (2) square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty (20) square feet on exterior surfaces.

d. During exterior treatment soil and playground equipment must be protected from contamination.

e. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as tri-sodium phosphate or an equivalent solution.

f. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

I. The owner must use safe work methods and take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

J. Prior to execution of the HAP contract, the owner must inform RAP and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

K. RAP must attempt to obtain annually from local health agencies the names and addresses of children with identified EBL's and must annually match this information with the names and addresses of participants under this part. If a match occurs, RAP must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, RAP must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

L. RAP must keep a copy of each inspection report for at least three (3) years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, RAP must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested and treated in accordance with the standards prescribed in this Section. Such chewable surfaces do not have to be tested or treated at any subsequent time.

17.8 DAMAGE CLAIMS/PARTICIPANT'S RESPONSIBILITIES

There are no provisions under the voucher program for reimbursement to an owner for claims of damages, vacancy loss or unpaid rent.

The tenant is solely responsible for reimbursement to an owner for any damages to the unit or unpaid rent.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent due from the tenant or for other amounts the tenant owes under the lease.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

If the owner secures a court judgment against the tenant for damages, unpaid rent or any other amounts the tenant owes under the lease, the participant must resolve the court judgment for continued program benefits. If the participant fails to resolve the judgment, RAP may question the participant's continued eligibility for the program and the participant may be terminated.

18.0 RECERTIFICATION

18.0.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give RAP a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify RAP of any changes in the amount of the rent at least ninety (90) days prior to the lease anniversary date. Any such changes are subject to RAP determining them to be reasonable.

Assistance shall not be continued unless RAP has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

A. Requirements governing participant or owner responsibilities for utilities or appliances;

B. In the lease terms governing the term of the lease;

C. If the participant moves to a new unit, even if the unit is in the same building or complex.

RAP approval is not required for changes other than those specified in A, B, or C above.

18.1 ANNUAL REEXAMINATION

At least annually RAP will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family voucher size.

RAP will send a notification letter to the family letting them know that it is time for their annual reexamination and of their scheduled interview appointment. The letter includes instructions permitting the family to reschedule the interview for documented medical confinement or to send a proxy to represent them if they cannot attend. The letter tells families who may need to make alternate arrangements due to a disability that they may contact RAP to request an accommodation of their needs. The letter also includes forms for the family to complete in preparation for the interview.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, RAP will determine the family's annual income and will calculate their family share.

18.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

18.1.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, RAP will consider the family to have violated a Family Obligation. RAP will take action to terminate the family's assistance.

RAP will allow the family to receive a second interview appointment with the payment of a $50.00 processing fee prior to Lease Anniversary Date.

18.2 INTERIM REEXAMINATIONS

Families are required to report any increase or decrease in income and in allowable expenses in writing between annual reexaminations.

Families must report any change in income to RAP within fifteen (15) business days from the date the change occurs. Failure to do so may result in the family having to pay monies back to RAP and/or the family's termination from the program. RAP will take timely action to process the interim reexamination and recalculate the family share of rent.

Families are also required to report changes in family composition to RAP between regular reexaminations. These changes will trigger an interim reexamination:

A. A member has been added to the family. Marriage, adoption, etc.

B. A household member is leaving or has left the family unit.

C. Family break-up.

In circumstances of a family break-up, RAP will determine which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.

2. The interests of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, RAP will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, RAP will make determinations on a case by case basis.

RAP will issue a determination in a timely manner. The family member requesting the determination may request an informal hearing.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member he added to the lease. Before adding the new member to the lease, the individual must provide their income, assets, Social

Security Number and all other information required of an applicant. The individual must also verify their citizenship/eligible immigrant status (their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. RAP will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review/hearing. If they are found to be eligible and do pass the screening criteria, RAP will grant approval to add their name to the lease. At the same time, the family's annual income will he recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 18.2.2 below.

18.2.1 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, RAP may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined. Depending on the family's circumstances, RAP may also schedule meetings with the family to review the family's income status between the special reexamination (s).

18.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective immediately. If the family causes a delay, then the rent increase will he effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective thirty (30) days after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

19.0 MOVES WITH CONTINUED ASSISTANCE

Participating families in the Voucher program are allowed to move to another unit with continued assistance. RAP will issue the family a new voucher if the family follows the program's move procedures, has not violated a Family Obligation, does not owe RAP or any other Housing Authority money, and if RAP has sufficient funding for continued assistance.

19.1 WHEN A FAMILY MAY MOVE

RAP will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant;

C. The family has given notice of lease termination at the lease anniversary date; or

D. The family and the owner have mutually agreed to terminate the lease with cause prior to the lease anniversary date with RAP approval.

19.2 PROCEDURES REGARDING FAMILY MOVES

A. Request to Move

When the move is at the request of the family, the family must submit a written request to move to RAP in order to initiate the move process.

B. Proper Notice

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed sixty (60) days.

C. Eviction

Families are required to give RAP a copy of any owner lease termination notice (e.g., writ, notice to vacate, etc.) upon receipt in order to move with continued assistance. A family's failure to promptly provide a copy to RAP may be considered a violation of Family Obligations and may cause the family to be terminated from the program. In addition, RAP may scrutinize the grounds for the termination of tenancy/eviction and review the family's continued eligibility for the program which could result in the termination of assistance for the family.

D. Moving at Lease Anniversary

Families may terminate the lease at the lease anniversary date without cause and without the mutual agreement of the owner and RAP approval. The family is required to give notice to the owner and RAP sixty (60) days prior to the lease anniversary date. The family is required to give RAP a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to RAP will be considered a violation of Family Obligations and may cause the family to be

terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to RAP, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

E. Moving Prior to Lease Anniversary

During the term of the lease, a family may not end the lease unless it and the owner mutually agree to end the lease with cause and RAP approves. RAP may approve the move only if the family is requesting portability outside of RAP jurisdiction or desires to move to another unit within HACM jurisdiction due to a severe hardship. RAP may require the family to provide third party documentation to verify a severe hardship situation. If the family moves from the unit before the term of the lease ends without the owner's and RAP approval, it will be considered a serious lease violation and will subject the family to termination from the program.

F. Reexamination to Move

All families who are moving must complete a reexamination to move and be re-determined eligible for program benefits in order to receive a new voucher.

Failure to follow the above procedures may subject the family to the denial of assistance to move/termination from the program.

20.0 PORTABILITY

20.1 GENERAL POLICIES OF RAP

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of RAP at the time the family first submits its application for participation in the program to RAP may lease a unit anywhere in the jurisdiction of RAP or outside RAP jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of RAP at the time of its application, the family will not have any right to lease a unit outside of RAP jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of RAP.

If a family requests portability, the family may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the Initial Housing Authority's goals unless the Receiving Housing Authority absorbs the family. If absorbed, the admission will count towards the Receiving Housing Authority's goals.

RAP will manage the tenant-based Section 8 program in a manner that ensures that RAP has the financial ability to provide assistance for families that move out of RAP jurisdiction under the portability procedures that have not been absorbed by the Receiving Housing Authority as well as for families that remain in RAP jurisdiction.

RAP may deny a request for portability outside RAP jurisdiction if the payment standard of the Receiving Housing Authority in the requested jurisdiction is higher than RAP's payment standard unless the family is absorbed by the Receiving Housing Authority.

If a family requests portability and after the HAP contract has been terminated the family changes their mind, the family will be required to pay a $50.00 processing fee in order to either remain in RAP jurisdiction or to redirect their portability request to another jurisdiction.

If a family has moved out of their assisted unit in violation of the lease, RAP will not issue a voucher and will terminate assistance in compliance with Section 23.0, Termination of the Lease and Contract.

If the family fails to follow the program's portability/move procedures, the family may be denied assistance to move and/or terminated from the program.

20.2 INCOME ELIGIBILITY

A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility may be re-determined.

20.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall

become the Receiving Housing Authority.

20.4 PORTABILITY PROCEDURES

A. When RAP is the Initial Housing Authority:

1. RAP will inform the family of the portability process when the family requests to exercise portability.

2. RAP will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. RAP will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. RAP will promptly notify the Receiving Housing Authority to expect the family.

5. RAP will immediately mail to the Receiving Housing Authority the most recent HUD Form 52665 (Family Report) for the family, and related verification information.

B. When RAP is the Receiving Housing Authority:

1. When the portable family requests assistance from RAP, RAP will promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When RAP receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. RAP will conduct criminal background checks on all adult household members of the portable family.

3. RAP will determine the family voucher size for the portable family. The family voucher size is determined in accordance with RAP occupancy standards.

4. RAP will brief the portable family. The family will be required to attend an applicant briefing.

5. RAP will issue a voucher to the family. The term of the voucher will not expire before the expiration date of any Initial Housing Authority's voucher. RAP will determine whether to extend the voucher term. The family must submit a request for tenancy approval to RAP during the term of the voucher issued by RAP.

6. RAP will promptly notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

7. If RAP opts to conduct a new reexamination, RAP will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

8. In order to provide tenant-based assistance for portable families, RAP will perform all program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or RAP may make a determination to deny or terminate assistance to the family in accordance with 24 CFR § 982.552.

9. The family will be required to reside in RAP's jurisdiction for one (1) year before the family will be eligible to exercise portability.

10. RAP may deny or terminate assistance for family action or inaction in accordance with 24 CFR § 982.552 and 24 CFR § 982.553.

C. Absorption by RAP:

1. If funding is available under the consolidated ACC for RAP's Voucher Program when the portable family is received, RAP will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for RAP's Tenant-Based Program.

D. Portability Billing:

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

a. As the Initial Housing Authority, RAP will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing

Authorities agree, they may negotiate a different amount of reimbursement.

E. When a Portable Family Moves:

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

21.0 REASONS FOR DENIAL AND/OR TERMINATION OF ASSISTANCE TO THE FAMILY

RAP may at any time deny or terminate program assistance for an applicant or a participant because of any of the following actions or inactions:

A. If the family violates any family obligations under the program;

B. If a family member fails to sign and submit consent forms;

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If RAP determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of twenty-four (24) months from the date of termination;

D. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;

E. Have a household member who is currently engaging in illegal use of a drug;

F. Have a household member whose illegal drug use or pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;

I. If a family member commits drug-related or violent criminal activity;

J. Have a household member whose abuse (or pattern of abuse) of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution or custody or 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;

L. Have a family member who has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

M. Currently owes rent or other amounts to RAP or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;

N. Applicant or participant has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

O. Applicant or participant has breached an agreement with RAP to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

P. Applicant or participant has engaged in or threatened abusive or violent behavior towards RAP staff personnel;

Q. Applicant does not meet any one of the eligibility criteria;

R. Applicant does not supply information or documentation required by the application process;

S. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program or reactivate a withdrawn application within a three year period;

T. Applicant fails to complete any aspect of the application or lease-up process;

U. Applicant, including any member of the family, was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed;

V. Applicant, including any member of the family, is currently engaged in (the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current) or has engaged during the last five years before the projected date of admission in any of the following:

1. Drug-related criminal activity;

2. Violent criminal activity;

3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or person performing a contract administration function or responsibility on behalf of RAP (including a RAP employee or a RAP contractor, subcontractor or agent).

21.1 APPLICANT DENIAL OF ASSISTANCE

If RAP determines that an applicant does not meet the criteria for receiving Section 8 assistance or violates any program rules, RAP will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason for the decision, and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The request for an informal review must be postmarked by the 10th business day. RAP will describe how to obtain the informal review.

If RAP denies admission on the basis of a criminal record, RAP will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the informal review/hearing.

21.2 PARTICIPANT TERMINATION OR DENIAL OF ASSISTANCE TO MOVE

If RAP determines that a participant has violated any family obligations, program rules or requirements and should have continuing eligibility questioned, program assistance denied, and/or termination from the program, RAP will give the family prompt written notice of the reason(s) for the decision. The notice will state that if the family does not agree with the decision, the family may request an informal hearing within ten (10) business days of the notification. The request for the informal hearing must be postmarked by the 10th business day. RAP will describe how to obtain the informal hearing.

If the participant family is under an outstanding or effective HAP contract, RAP will question the family's continued eligibility for the program and give the family an opportunity for an informal hearing before RAP terminates housing assistance payments for the family.

If RAP determines continuing eligibility or program assistance should be denied, RAP may or may not also terminate the participant from the program. The nature and severity of the

participant violation of program rules will determine if the participant is also to be terminated.

RAP may terminate assistance for criminal activity by a household member as authorized in Section 21.0, if RAP determines, based on a preponderance of the evidence, that the household member has been arrested or convicted of such activity.

If RAP proposes to terminate assistance for criminal activity as shown by a criminal record, RAP will notify the family of the proposed action and will provide the person with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the informal review/hearing process.

22.0 COMPLAINTS, INFORMAL REVIEWS, INFORMAL HEARINGS

22.1 COMPLAINTS

RAP will investigate and respond to complaints by participant families, owners, and the general public. RAP may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

22.2 INFORMAL REVIEWS FOR APPLICANTS

A. Informal Review for the Applicant:

RAP will give an applicant for participation in the program an opportunity for an informal review of RAP decision denying assistance to the applicant. RAP will notify the applicant of RAP's decision. The notice will contain a brief statement of the reason(s) for the decision. The notice will state that the applicant may request an informal review within ten (10) business days of the notification and will describe how to obtain the informal review. The request must be postmarked by the 10th business day after the date of the notice.

B. When an Informal Review is not Required:

RAP will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family voucher size under RAP occupancy standards.

2. A determination not to approve an extension or suspension of a voucher term.

3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A determination that a unit selected by the applicant is not in compliance with HQS.

5. A determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by RAP.

22.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When an Informal Hearing for the Participant is Required:

RAP will give a participant family an opportunity for an informal hearing to consider whether the following RAP decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and RAP policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from RAP utility allowance schedule.

3. A determination of the family voucher size under RAP occupancy standards.

4. A determination to deny the family's request for an exception to the normal occupancy standards.

5. Denial of a hardship exemption to the minimum rent requirement.

6. A determination to terminate assistance for a participant family because of the family's action or failure to act.

7. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RAP policy and HUD rules.

RAP will notify the participant family of RAP's determination and the reason (s) for the decision. The notice will state that if the family does not agree with the determination, the family may request an informal hearing within ten (10) business days of the notification. The request must be postmarked by the 10th business day.

In cases described in paragraphs 22.3(A)(1)(2), (3), (4) and (5) of this Section, RAP will notify the family of RAP's determination. The notice will state that the family

may ask for an explanation of the basis of RAP's determination and that if the family does not agree with the determination, the family may request an informal hearing.

In cases described in paragraphs 22.3(A)(5)(6) and (7) of this Section, if a participant is under an outstanding or effective HAP contract, RAP will give the family the opportunity for an informal hearing before RAP terminates housing assistance payments for the family.

B. When an Informal Hearing is not Required:

RAP will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by RAP.

2. General policy issues or class grievances.

3. Establishment of RAP schedule of utility allowances for families in the program.

4. A determination not to approve an extension or suspension of a voucher term.

5. A determination not to approve a unit or lease.

6. A determination that an assisted unit is not in compliance with HQS. (However, RAP will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A determination that the unit is not in accordance with HQS because of the family size.

8. A determination by RAP to exercise or not exercise any right or remedy against the owner under a HAP contract.

22.4 INFORMAL REVIEW/HEARING PROCEDURES

A. RAP and applicants/participants will adhere to the following procedures:

1. Notification of scheduled Informal Review/Hearing

If the family submits a written request for an informal review/hearing within ten (10) business days, RAP will send a notice to the family advising them of the scheduled informal review/hearing and the informal review/hearing

procedures.

2. Informal Review/Hearing Officer

   a. The informal review/hearing will be conducted by any person or persons designated by the Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.

   b. The person who conducts the informal review/hearing will regulate the conduct of the informal review/hearing.

3. Representation of the Family

   At its own expense, a lawyer or other representative may represent the family.

4. Discovery

   a. The family will be given the opportunity to examine before the informal review/hearing any RAP document(s) that are directly relevant to the informal review/hearing. The family will be allowed to copy any such document at the family's expense. If RAP does not make the document(s) available for examination on request of the family, RAP may not rely on the document(s) at the informal review/hearing.

   b. RAP may request the opportunity to examine, at RAP's office before the informal review/hearing any family document(s) that are directly relevant to the informal review/hearing. RAP will be allowed to copy such document at RAP's expense. If the family does not make the document(s) available for examination on request of RAP, the family may not rely on the document(s) at the informal review/hearing.

   Note: The term **document** includes records and regulations.

5. Evidence

   RAP and the family will have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. Considering Circumstances

   a. The informal review/hearing officer may take into consideration mitigating circumstances such as a physical impairment or mental

impairment of the head of household, a property fire, imminent or actual physical danger to any member of the family's household, a property sale or a property foreclosure and other individual circumstances which would show that the applicant /participant was not at fault

b. In deciding whether to terminate assistance because of action or inaction by members of the family, the informal review/hearing officer may consider all of the circumstances in each case, including 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 action or failure.

c. The informal review/hearing officer may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The informal review/hearing officer may allow the other members of the family to continue receiving assistance.

d. If RAP seeks to terminate assistance because of illegal use, or possession for personal use of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that RAP provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the informal review/hearing officer will consider evidence of whether the household member:

   i. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

   ii. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

   iii. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

7. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

B. Informal Review/Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant/participant family may request that RAP provide for an informal review/hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant/participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.

For the applicant/participant families, the Informal Review/Hearing Procedures above will be utilized with the exception that the applicant/participant family will have up to 30 days of receipt of the *Notice of Denial or Termination Assistance,* or of the INS appeal decision.

23.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by RAP. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family:

The family may terminate the lease without cause upon proper notice to the owner and to RAP at the lease anniversary date. The length of the notice that is required is stated in the lease (generally 60 days).

2. By the owner:

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity or alcohol abuse by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing on the premises or in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control;

v. If any member of the household is fleeing to avoid prosecution, or custody or 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;

vi. If any member of the household is violating a condition of probation or parole imposed under Federal or State law;

vii. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give RAP a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement:

The family may terminate the lease with cause with the mutual agreement of the owner and RAP approval during the term of the lease.

B. Termination of the Contract

1. Automatic termination of the contract:

a. If RAP terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate the tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by RAP

RAP may terminate the HAP contract because:

a. RAP has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family voucher size or composition.

d. When the family breaks up and RAP determines that the family members who move from the unit will continue to receive the assistance.

e. RAP determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program. Families terminated for this reason will be selected based on the most recent RAP admit date, i.e. "last on, first off." This will also include portability cases. Elderly, disabled, and Home Ownership Program families will be excluded from the termination process. Should funding become available at a later date, the family will be placed back on the waiting list. Families terminated for funding reasons shall be given priority on the waiting list.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.

iii. If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, RAP will continue to make payments until the owner obtains a judgment or the family moves out.

24.0 SPECIAL PROCESSING

24.1 NON-TRADITIONAL PLACEMENTS

RAP will make its best efforts to encourage families to seek housing in non-traditional areas. Non-traditional areas will be defined as areas that are not concentrated with RAP families. For this purpose, RAP will use program data of the number of HAP contracts per census tract to determine a non-traditional area placement.

RAP will expedite the inspection/contracting process of units selected in non-traditional areas (e.g., immediate processing, next day inspection, a special check to owner, if necessary).

24.2 ZERO/MINIMUM RENT FAMILIES

RAP will monitor families in the program who have zero income or who are paying minimum rent. Depending on the family's circumstances, RAP may review the family's situation during the year as the program determines necessary. The family may be required to attend special meetings or complete special reexamination(s). RAP may refer the family to Community Services for employment assistance. Failure of the family to comply with program requirements and request (s) relative to employment efforts may jeopardize the family' continued eligibility for the program.

24.3 TAX DELINQUENT OWNERS

RAP will monitor participating owners in the program that are delinquent in paying real estate taxes. RAP will review the City of Milwaukee Treasurer's tax delinquent records on an annual basis and will develop a list of participating owners who are tax delinquent. Depending on the circumstances and the amounts owed, RAP may terminate the HAP contract at the lease anniversary date and/or bar the owner from participation in the program until taxes are brought current.

25.0 REPAYMENT AGREEMENTS

If a participant family owes the program money (e.g., unreported income, program overpayment of rent) and cannot pay the amount owed in full, the participant may request that RAP enter into a repayment agreement with the family. At the discretion of the Section 8 Manager or Hearing Officer, RAP may enter into a written repayment agreement with the family. The repayment agreement shall not exceed a period of twelve (12) months.

If the family fails to repay or breaches the repayment agreement, the family may be terminated from the program.

26.0 WRITE-OFFS

At the discretion of the Section 8 Manager, RAP will request authorization from HACM's governing board on an as needed basis to write-off accounts receivable for families that have been terminated from the program.

After write-off, these accounts will be referred to a collection agency for collection. Also, the names will be kept in RAP's system and in order to participate in the future, the family will be required to reimburse the program.

27.0 FRAUD POLICY

RAP is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading RAP. It results in the appropriate expenditure of public funds and/or violation of Section 8 requirements. RAP shall aggressively attempt to prevent all cases of fraud.

Although there are different types of fraud that may be committed by participating families, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the unit being subsidized.

If RAP receives information concerning the amount or verification of family income, the case will be reviewed by the person responsible for income verification within thirty (30) days of receipt. The Certification Supervisor or staff person(s) designated by the Section 8 Manager shall promptly reconcile any difference between the amount reported by the family and the amount verified by RAP or HUD.

For all fraudulent acts, RAP shall take action depending on the circumstances and what it determines appropriate. RAP may take any of the following actions:

A. Require the participant to immediately repay the amount in question;

B. Require the participant to enter into a satisfactory repayment agreement;

C. Terminate the participant's rent assistance;

D. Refer the participant's case for criminal prosecution; or

E. Take other such action as RAP deems necessary.

28.0 COOPERATION AGREEMENTS WITH AGENCIES

RAP will make its best efforts to enter into cooperation agreements with local, State and Federal agencies to:

A. Target assistance, benefits and services to families receiving assistance in the Section 8 tenant-based assistance program to help them achieve self- sufficiency.

B. Provide written verification to RAP concerning income and benefits for families applying for or receiving assistance in RAP's programs.

29.0 STAFF COMPLAINTS

RAP will investigate and respond to complaints by participant families, owners and the general public relating to RAP personnel. RAP may require that the complaints be put in writing. Complaints must be responded to within forty-eight (48) hours by the appropriate Section Supervisor unless otherwise directed by HACM Housing Management Staff.

30.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, RAP will review files and records to determine if the work documented in the files or records conforms to program requirements. RAP will audit up to 10% of the files completed on a monthly basis. These audits will be performed by the Certification Supervisor and/or other qualified staff as designated by the Section 8 Manager.

In addition, RAP's Section 8 program and HACM's Public Housing program will annually audit each other's files. The audits shall be performed by qualified staff persons other than the one originally responsible for the work or someone subordinate to that person designated by the Section 8 Manager and the Operations Manager for Public Housing. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for the size of the program.

Among the areas that shall have quality control reviews are the following:

A. The proper selection of applicants from the waiting list and the selection criteria met by the applicants.

B. The determination of rent reasonableness.

C. The proper verification of income and expenses of participants both upon admission and recertification and appropriate rent payment.

D. The proper conducting of HQS inspections.

F. The proper follow-up on HQS deficiencies and the timely manner in which the appropriate repairs were completed.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

31.0 CODE OF CONDUCT

31.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the XYZ Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioners s right to privacy and the right to participate freely in a democratic society and economy.

31.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the XYZ Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the XYZ Housing Authority or for one year thereafter:

A. Any present or former member or officer of the Housing Authority (except a participant commissioner);

B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;

C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the XYZ Housing Authority's programs; or

D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the XYZ Housing Authority for good cause.

31.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of $25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

31.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the XYZ Housing Authority's Personnel Policy or as determined by action of the Board of Commissioners.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial Housing Authority for assistance on behalf of a portable family. [24 CFR § 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based program.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Business Days: Days the housing authority is open for business.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated 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 a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards

Development: A residential building or set of building grouped for the purpose of management. (See § 990.265; 79 FR 55006)

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the household head or spouse as de termined in accordance with State and local law.

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income

for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

52665 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used, in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earn at least the average of the federal minimum wage over a 30 hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis.

Gross rent: The sum of the rent to the owner plus any utilities.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: Adocument issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a

housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
d. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets"' does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Non-citizen A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Present ownership interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR Part 982), and the Section 8 project-based certificate or voucher program (24 CFR Part 983), and the Section 8 moderate rehabilitation program (24 CFR Part 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of homeowner obligations: In the homeownership option, the family's agreement to comply with program obligations.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see Suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income;

c. Minimum rent; or

d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and

other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

   (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.

   (2) Documentation such as a copy of a birth certificate or bank statement

   (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR § 982.4]

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR § 5.603]

Welfare rent: In “as-paid” welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare -to-Work (WTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
0MB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment