

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

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# PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009  
Annual Plan for Fiscal Year 2007

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

**PHA Plan  
Agency Identification**

**PHA Name:** Charleston-Kanawha Housing Authority (CKHA)

**PHA Number:** WV001

**PHA Fiscal Year Beginning:** 04/2007

**Public Access to Information**

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

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

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

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

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

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2005 - 2009**

[24 CFR Part 903.5]

**A. Mission**

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

Charleston-Kanawha Housing Authority, by adhering to our guiding principles, will become a successful leader in providing and supporting quality affordable housing desired by individuals and families in our market area. (Also, please see Guiding Principles cited herein.)

**B. Goals**

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

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

- PHA Goal: Expand the supply of assisted housing
- Objectives:
- Apply for additional rental vouchers: up to 100 additional vouchers if funding is available.
  - Reduce public housing vacancies: goal is to have 97%+ adjusted occupancy rate at each fiscal years' end.
  - Leverage private or other public funds to create additional housing opportunities: Explore bond financing, volume-cap bonds, tax credits, public housing conversions to Sec. 8, and/or borrowing to upgrade, renovate, reduce density, and/or remodel Orchard Manor, Washington Manor, and Littlepage Terrace.
  - Acquire or build units or developments: Look to Low-Income Housing Tax Credits to build additional low-income housing/affordable units.
  - Other (list below) Provide project-based vouchers (see Attachment P). Increase homeownership opportunities: 30 homeownership units (P/H and Sec. 8) in 5 years contingent upon interest, funds, and resources. Enter into partnerships with other housing agencies to maximize resources in the management of housing stock. Redirect and/or leverage funds as needs dictate (and as funds permit) from the Capital Fund Program via the

provisions of fungibility and HUD's leverage rules for the development of new public housing/affordable housing units.



PHA Goal: Improve the quality of assisted housing

Objectives:

- Improve public housing management: (PHAS score): Maintain 90%+ for end of each fiscal year.
- Improve voucher management: (SEMAP score): Maintain 90%+ for end of each fiscal year.
- Increase customer satisfaction: Increase customer satisfaction by 5% by FYE 2007.
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)  
Automate the property inspection process to improve efficiency.
- Renovate or modernize public housing units: Via CGP, Replacement Housing Funds, tax credits, bond-financing, HOPE VI, public housing conversions to Sec. 8, and/or other forms of borrowing, etc.
- Demolish or dispose of obsolete public housing: Via HOPE VI, bond-financing, public housing conversions to Sec. 8, and/or other forms of borrowing, etc.
- Provide replacement public housing: 20 new units via 1<sup>st</sup> 5-year Replacement Housing Funds. Leverage 2<sup>nd</sup> 5-year Replacement Housing Funds allotment to build additional new units.
- Provide replacement vouchers: In the event of any demolition.
- Other: (list below)  
Revitalize Orchard Manor, Littlepage Terrace, and Washington Manor.  
Provide project-based vouchers (see Attachment P).



PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling: To encourage location in higher income areas.
- Conduct outreach efforts to potential voucher landlords: To secure additional landlords to participate in voucher program and to provide additional affordable housing stock.
- Increase voucher payment standards: As needed to reflect market conditions.
- Implement voucher homeownership program: 10 units in 5 years.
- Implement public housing or other homeownership programs: 20 units in 5 years.
- Implement public housing site-based waiting lists (for public housing and for LIHTC projects).
- Convert public housing to vouchers: In view of new HUD requirements to go to site-based accounting, this may become a consideration depending on cash flow and viability on a project-by-project basis (i.e., Washington Manor, Littlepage Terrace, and/or Orchard Manor)

- Other: (list below)  
Reorganization of Charleston Housing and Kanawha County Housing as one PHA (see Agreement dated 12/12/05).

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

- PHA Goal: Provide an improved living environment  
Objectives:
  - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Marketing, modernization, reducing density, new units, HOPE VI, bond-financing, public housing conversions to Sec. 8, other forms of borrowing, etc.
  - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: Assigning units as available.
  - Implement public housing security improvements: Continue to implement security, safety, and prevention improvements (i.e., upgrade security cameras, police focus patrols, fencing, density considerations, tenant screening, etc.)
  - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)  
Currently have Lippert Terrace and Jarrett Terrace designated for elderly only; continue to request from HUD renewals of these designations. Give consideration for requesting elderly designations for Carroll Terrace and Lippert Terrace if interest and demand supports it based on aging-in-place considerations.
  - Other: (list below) Convert/combine efficiencies to 1-BR units at Jarrett Terrace and Carroll Terrace. Develop and implement a menu of amenities and services to enhance the quality of life. Develop incentives for more working families.

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households  
Objectives:
  - Increase the number and percentage of employed persons in assisted families: 5% increase by FYE 03/2008.
  - Provide or attract supportive services to improve assistance recipients' employability: Create FSS programs with linkages to supportive services.
  - Provide or attract supportive services to increase independence for the elderly or families with disabilities: Continue Senior Coordinator for Public Housing (SCPH) program which provides support and linkages to related services.

Other: (list below)

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - Other: (list below)  
To continue affirmative measures to meet Fair Housing objectives.

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

**PHA Goal: Pursue future funding opportunities.**

**Objective: Obtain at least \$50,000 in actual grant dollars per year.**

**PHA Goal: Develop a plan to achieve a self-sustaining financial condition by FYE 03/2009.**

**PHA Goal: In FY 2007, continue with and complete the conversion to Project- Based Accounting and Project-Based Management. Asset Management Projects (AMPs) have been categorized as follows:**

1. AMP 001 Washington Manor
2. AMP 002 Littlepage Terrace
3. AMP 003 Orchard Manor, Orchard Phase I, Orchard Phase II, and Orchard Phase III
4. AMP 004 Lee Terrace
5. AMP 005 Jarrett Terrace
6. AMP 007 Hillcrest Village, Oakhurst Village, Wertz, Coal Branch, and Scattered Sites
7. AMP 008 South Park Village
8. AMP 011 Carroll Terrace
9. AMP 023 Lippert Terrace
10. AMP 036 Albert Harris Apts. and Douglas Anderson Apts.

**PHA Goal: Follow Uniform Relocation Act (URA) guidelines for relocating residents affected by demolition and redevelopment activities.**

**PHA Goal: Construct or purchase/rehabilitate new administrative building to consolidate the housing of Charleston-Kanawha Housing Authority staff; re-evaluate the use of or dispose of Michael Avenue administrative building.**

**PHA Goal: Redirect funds as needs dictate (and as funding permits) from the “Operating Reserve Funds” for development of new affordable housing.**

**PHA Goal: Completely revitalize the 3 oldest Charleston-Kanawha Housing Authority developments; disposition to Charleston-Kanawha Housing Authority related “development entity(ies)” (i.e., Housing Innovations Corporation); demolition of units; and, construct new affordable housing units.**

**PHA Goal: In consideration of the Violence Against Women Act (VAWA): do not deny access to or evict from public housing victims of domestic violence solely related to their being abused – encourage property owners renting to families with Section 8 Housing Vouchers to do the same; bifurcate (to divide) the lease to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants; honor court orders regarding rights of access or control of the property; maintain victim confidentiality; place offenders on No Trespassing List; and, refer victims to Agencies related to domestic violence. However, this is not to prohibit eviction or termination for other good cause or for an actual and/or imminent threat to other tenants or those employed if the tenant remains.**

**PHA Goal: In FY 2007, increase tenant-paid maintenance charges for labor from \$16.34 to \$19.11 per hour.**

**PHA Goal: Where determined prudent, feasible, and/or necessary, convert developments to tenant-paid utilities.**

**PHA Goal: In FY 2007, for both Public Housing and Section 8 programs, amend management practices to include that the resident and/or participant agree to participate in “Financial Literacy” training as part of any repayment agreement.**

**PHA Goal: If and when determined prudent and/or necessary, the practice of providing free garbage bags to residents will be terminated.**

**Annual PHA Plan**  
**PHA Fiscal Year 2007**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

**Standard Plan**

**Streamlined Plan:**

**(NOTE: Charleston-Kanawha Housing Authority qualifies as High Performer, but submitting Standard Plan.)**

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

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

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

Charleston-Kanawha Housing Authority has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

We have adopted the following vision and guiding principles to guide us through the next five years:

**Charleston-Kanawha Housing Authority Vision**

Charleston-Kanawha Housing Authority, by adhering to our guiding principles, will try to be a successful leader in providing and supporting quality affordable housing desired by individuals and families in our market area.

## **Charleston-Kanawha Housing Authority Guiding Principles**

### **We will endeavor to ...**

- Deliver a mix of housing products that are desirable, dependable, decent, and safe.
- Work as a team with highly skilled and engaged staff that are caring, responsive, and practice integrity by doing what say they will do.
- Take seriously our role in filling gaps in housing for those less fortunate due to low income or other circumstances.
- Foster quality of family life by helping to meet social needs through appropriate avenues.
- Champion assisted housing for those with various forms of housing needs and foster mobility for self-sufficient living circumstances.
- Strive for low-density housing that blends with existing neighbors and communities rather than stand-alone, isolated, high density projects.
- Be fiscally sound in all we do and operate efficiently with an empowered continuously-trying-to-improve organizational culture.
- Become desired housing by putting the customer first through excellent customer service that fully and fairly meets the needs of residents.
- Encourage residents to become economically independent and socially responsible to the community.
- Build entrepreneurial spirit and cultivate innovation in our business plans and in all our work.

In pursuing the guiding principles we will be working towards accomplishing our vision. The plans, goals and objectives, statements, budget summary, policies, etc. set forth in our plan are all geared towards this mission and, when taken as a whole, outline a comprehensive approach with our Guiding Principles that consistent with the Consolidated Plan. Here are some highlights of our plan:

- Provide for Section 8 and Public Housing Family Self-Sufficiency and Homeownership programs.

- Continue to review and implement comprehensive and concerted efforts in improving security, providing prevention programs, and working closely with law enforcement to improve the living environments of our communities.
- Continue to promote, foster, and monitor a plan to achieve a self-sustaining financial condition for the agency.
- Work closely with supportive and job development organizations to encourage and support employment for residents/participants.
- Implement a minimum rent.
- Upgrade older developments (i.e., Orchard Manor, Washington Manor, and Littlepage Terrace) via tax credits, volume-cap bonds, bond financing, public housing conversions to Sec. 8, borrowing, and/or capital funds to provide improved density, more marketable units, better living conditions, etc.

In summary, our plan is to continue to improve the condition of affordable housing and to help to provide opportunities for better living for lower income residents in the Charleston metropolitan area.

**iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

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

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**Attachments**

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

Required Attachments:

- Attachment A - Admissions Policy for Deconcentration (in ACOP)
- Attachment B – CGP 5 Year Plan/FY 2007 CGP Annual Statement and Performance and Evaluation Report for Program Year ending 09/30/06
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart – Attachment C

- Capital Fund Program and Replacement Housing Plan – Attachment B
- Deconcentration Tables – Attachment D
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) – Attachment E
- Other (List below, providing each attachment name)
  - Attachment F – Section 8 Homeownership Capacity Statement
  - Attachment G – Resident Survey Action Plan
  - Attachment H – Community Services Requirement Plan
  - Attachment I - Progress on 5 Year Plan
  - Attachment J - Resident Advisory Subcommittee
  - Attachment K – Pet Policy
  - Attachment L – Police Officer units
  - Attachment M – RAB Officers, RCs, and RMC
  - Attachment N – Follow-Up Plan to REAC Resident Survey
  - Attachment P - Project-Based Vouchers

**Supporting Documents Available for Review**

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
		Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	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
	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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

# 1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2,503	5	3	5	3	3	5
Income >30% but <=50% of AMI	1,473	5	3	4	3	3	4
Income >50% but <80% of AMI	1,218	4	4	3	3	3	3
Elderly	1,227	3	2	2	3	5	2
Families with Disabilities	unknown	4	4	3	3	3	1
Race/Ethnicity	unknown	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year: 2005 through 2009
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information)  
Charleston Housing Waiting Lists

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1,371		400
Extremely low income <=30% AMI	1,185	86%	
Very low income (>30% but <=50% AMI)	162	12%	
Low income (>50% but <80% AMI)	24	2%	
Families w/ children	825	60%	
Elderly families	51	4%	
Families with Disabilities	299	22%	
Race/ethnicity African American	340	25%	
Race/ethnicity Hispanic		Less than 1%	
Characteristics by BR Size (PH Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

### Housing Needs of Families on the Waiting List

Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	315		400
Extremely low income <=30% AMI	220	70%	
Very low income (>30% but <=50% AMI)	79	25%	
Low income (>50% but <80% AMI)	16	5%	
Families w/ children	163	52%	
Elderly families	63	20%	
Families with Disabilities	142	45%	
Race/ethnicity White	151	48%	
Race/ethnicity African American	164	52%	
Characteristics by BR Size (PH Only)			
1BR	167	53%	
2 BR	105	33%	
3 BR	31	10%	
4 BR	9	3%	
5 BR	3	1%	
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

### C. Strategy for Addressing Needs

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

Deliver a mix of housing products which are desirable, dependable, decent, and safe to fill the community need of quality affordable housing.

#### **(1) Strategies**

**Need: Shortage of affordable housing for all eligible populations**

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

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through Section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below) Bond-financed, public housing conversions to Sec. 8, and/or other forms of borrowing to upgrade existing stock. Redirect and/or leverage funds as needs dictate (and as funds permit) from the Capital Grant Program via the provisions of fungibility and HUD's leverage rules for the development of new public housing/affordable units.

#### **Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

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

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

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)  
Continue to promote rent policies to support and encourage training and education (i.e., FSS programs).

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

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)  
Continue to promote rent policies to support and encourage training and education (i.e., FSS programs).

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

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

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

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

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

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

Select if applicable

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

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

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

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

**(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

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

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

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

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2006 grants)</b>		
a) Public Housing Operating Fund	<b>\$4,900,000 est.</b>	
b) Public Housing Capital Fund	<b>\$2,074,000 est.</b>	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	<b>\$14,000,000 est.</b>	
f) Safe and Drug-Free Programs	<b>\$63,763</b>	
g) Resident Opportunity and Self-Sufficiency Grants (PH FSS)	<b>\$40,773</b>	
• Community Development Block Grants	<b>\$490,000</b>	
• HOME		
Other Federal Grants (list below)		
Neighborhood Networks	<b>\$199,685</b>	
Replacement Housing Funds	<b>\$388,000 est.</b>	
Shelter Plus Care	<b>\$200,000</b>	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	<b>-0-</b>	
<b>3. Public Housing Dwelling Rental Income</b>	<b>\$2,300,000 est.</b>	
<b>ROSS Grant</b>	<b>\$85,000</b>	
<b>4. Other income (list below)</b>		
Excess Utilities	<b>\$0</b>	
Misc. (Laundry comm., etc.)	<b>\$45,000</b>	
<b>5. Non-federal sources (list below)</b>		
<b>Interest on Investments</b>	<b>\$150,000</b>	
<b>Total resources</b>	<b>\$24,936,221</b>	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

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

##### **(1) Eligibility**

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe): Once application is filed, the process of verification relative to eligibility for admission begins. Applicants are generally offered housing unit(s) within a short time from verification being completed provided such verifications are acceptable.

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe): Credit Bureau reports.  
Inquiry of amounts owed to PHA.

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

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

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

##### **(2) Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists (for LIHTC developments)
- Site-based waiting lists (Applications at Switzer Center; Pre-applications at all
- Other (describe) other sites and at administrative buildings)

- Where may interested persons apply for admission to public housing?

- PHA main administrative office (Pre-applications)
- PHA development site management office (Switzer Center – applications)
- Other (list below): Pre-applications available at all development sites and via Internet; Applications on-site for LIHTC projects)

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

1. How many site-based waiting lists will the PHA operate in the coming year? 15  
 Note: Waiting Lists for each public housing site, plus site-based waiting lists for LIHTC projects as they come on-line.

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? Charleston Housing and Kanawha County merged effective 8/2/06. Charleston Housing (with 13 projects) had a central waiting list. Kanawha Housing (with 2 projects) had a site-based waiting list. All projects will go to site-based waiting lists.

3.  Yes  No: May families be on more than one list simultaneously  
 If yes, how many lists? Families may be on as many waiting lists as they wish; however, once they select a unit at a particular development, they come off the other waiting lists unless they wish to re-apply for a development(s).

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 (Pre-applications)
- All PHA development management offices (Pre-applications)
- Management offices at developments with site-based waiting lists (Pre-applications)
- At the development to which they would like to apply (Pre-applications)
- Other (list below)  
 Switzer Center (Applications)  
 Internet (Pre-applications)

**(3) Assignment**

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

- One (per development site)
- Two
- Three or More

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

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

**(4) Admissions Preferences**

a. Income targeting:

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

b. Transfer policies:

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

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

c. Preferences

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

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

Former Federal preferences:

- Involuntary Displacement (Natural Disaster) (**N/A for LIHTC developments**)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)  
(NOTE: The Working Preference is provided when at least one adult in the household is employed for at least 20 hours per week; the Working Preference is equally extended to elderly families (62 years or older) and to families whose head or spouse are receiving income based on their inability to work (i.e., SSI, Workers Comp..))

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

### 3 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Natural Disaster) (**N/A for LIHTC developments**)
  - Victims of domestic violence
  - Substandard housing
  - Homelessness
  - High rent burden

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers  
 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease  
 The PHA's Admissions and (Continued) Occupancy policy  
 PHA briefing seminars or written materials  
 Other source (list): Resident Handbooks

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

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

**(6) Deconcentration and Income Mixing**

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

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

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

- Adoption of site based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

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

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

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

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

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:  
(Washington Manor, Littlepage Terrace, and Orchard Manor)

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

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

Attachment D is provided which reflects eight (8) family developments subject to the Deconcentration Policy as per HUD Notice PIH 2001-4 (HA) dated January 19, 2001. As permitted by Notice PIH 2001-4, a bedroom adjustment factor was utilized to provide for a unit-weighted average of the unit distribution at each development and for the total average. Notice PIH 2001-4 also prescribes an Established Income Range of 85% to 115% for each development when compared to the project-wide average.

30% of Area Median Income is \$16,150 (which is the Extremely Low Income limit). Based upon Federal Register dated 08/06/02 "Public Housing Agency Plans: Deconcentration – Amendments to Established Income Range Definition; Final Rule", HUD agrees that in all practicality deconcentration would not be fostered through efforts to place lower income families in developments categorized as higher income in which the average family income is in fact at the extremely low-income level. Therefore, since the average income for all family developments is less than the Extremely Low Income Limit, the deconcentration requirement does not seem to apply.

NOTE: See Attachment D for a complete calculation of the percentages.

## B. Section 8

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

### (1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
  - Criminal and drug-related activity, more extensively than required by law or regulation
  - More general screening than criminal and drug-related activity (list factors below)
  - Other (list below) In FY 2006, start doing credit & criminal checks for all Sec. 8 approved applicants.
- b.  Yes  No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c.  Yes  No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d.  Yes  No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
  - Other (describe below):  
Name and address of previous landlord if requested.

### (2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
  - Federal public housing
  - Federal moderate rehabilitation
  - Federal project-based certificate program
  - Other federal or local program (list below)

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

- PHA main administrative office (Pre-applications)
- Other: Switzer Center (Applications) and Internet (Pre-applications)

**(3) Search Time**

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

If yes, state circumstances: PHA now issues voucher for 120 days which includes the standard 60-day period and the two 30-day extensions.

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)

- Those previously enrolled in educational, training, or upward mobility programs
  - Victims of reprisals or hate crimes
  - Other preference(s) (list below)
- NOTE: The Working preference is provided when at least one adult in the household is employed for at least 20 hours per week; the Working Preference is equally extended to elderly families (62 years or older) and to families whose head or spouse are receiving income based on their inability to work (i.e. SSI, Workers Comp.). **Also, Sec. 8 vouchers to be utilized (set-aside) as a resource for relocation of public housing tenants where their unit is being demolished as part of an overall revitalization effort.**

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

2 Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s) (list below): Working Preference (see above definition). **Sec. 8 voucher set-aside as resource for public housing relocation efforts.**

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD  
 The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers  
 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

#### **(5) Special Purpose Section 8 Assistance Programs**

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

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

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

- Through published notices  
 Other: Advocacy groups.

### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

#### **A. Public Housing**

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

#### **(1) Income Based Rent Policies**

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

- \$0  
 \$1-\$25  
 \$26-\$50 (NOTE: The minimum rent will be \$50.00)

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

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

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

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

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

Flat Rents will be charged to residents who choose this rent over the income-based rent (note: as a general rule, only residents who have income-based rents that would be greater than the flat rents choose this option).

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

- For the earned income of a previously unemployed household member  
HUD approved Earned Income Disallowance (Rent Phase-In).  
 For increases in earned income  
 Fixed amount (other than general rent-setting policy)  
If yes, state amount/s and circumstances below:  
 Fixed percentage (other than general rent-setting policy)  
If yes, state percentage/s and circumstances below:  
 For household heads  
 For other family members  
 For transportation expenses  
 For the non-reimbursed medical expenses of non-disabled or non-elderly families  
 Other (describe below)

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

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

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

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

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- Other: Within 10 days of occurrence.

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

## **(2) Flat Rents**

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

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other: Existing Flat Rents were based upon a study which was contracted for with a third party (independent appraiser). It is expected that another contract will be let out in FY 2007 for another independent study of flat rents; it is expected that, more than likely, flat rents will increase.

## **B. Section 8 Tenant-Based Assistance**

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

### **(1) Payment Standards**

Describe the voucher payment standards and policies.

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

- At or above 90% but below 100% of FMR
- 100% of FMR (for EFFs and 5BRs +)
- Above 100% but at or below 110% of FMR (105% for 1BRs, 2BRs, 3BRs, & 4BRs)
- Above 110% of FMR (if HUD approved; describe circumstances below)

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

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other: For Homeownership units, payment standard at 105% of FMR.

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other: Semi-Annually.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other: PHA feels it necessary to adjust payment standards to help offset utility increases and better reflect market conditions.

## **(2) Minimum Rent**

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

- \$0
- \$1-\$25
- \$26-\$50 (Minimum Rent will be \$50.00)

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

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

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

### **A. PHA Management Structure**

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached. (See Attachment C)
- A brief description of the management structure and organization of the PHA follows:

### **B. HUD Programs Under PHA Management**

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

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	1,440	400
Section 8 Vouchers	2,866	400
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	54	15
Special Purpose Section 8 Certificates/Vouchers (list individually)	Shelter + Care 58	10
FSS Homeownership and Credit Counseling	20	15
Other Federal Programs(list individually)	ROSS/SCHP 500	75

### **C. Management and Maintenance Policies**

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

- (1) Public Housing Maintenance and Management: (list below):
- Admissions and Occupancy Policy (includes pest infestation measures), Resident Handbooks, Resident Calendars.

- Increase tenant-paid maintenance charges for labor from \$16.34 to \$19.11 per hour.

(2) Section 8 Management: (list below):

Administrative Plan, Participant Handbook, Calendars.

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

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

### **A. Public Housing**

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office  
 PHA development management offices  
 Other: Operations Office.

### **B. Section 8 Tenant-Based Assistance**

1.  Yes  No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

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

- PHA main administrative office  
 Other: Operations Office

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

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

### **A. Capital Fund Activities**

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

**(1) Capital Fund Program Annual Statement**

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

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment B.

-or-

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

**(2) Optional 5-Year Action Plan**

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

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment B.

-or-

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

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

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

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

- 1. Development name:
- 2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

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

If yes, list development name/s below:

Based on the criteria in NOFA, Charleston Housing may decide to pursue an HOPE VI grant for Washington Manor, Orchard Manor, and/or Littlepage Terrace.

Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Possibly for Washington Manor, Orchard Manor, and/or Littlepage Terrace.

Yes  No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

**NOTE:** Will use replacement housing funding – please refer to Replacement Housing Plans as per attachments (Attachment B). Also, explore bond finance program (volume-cap bonds) and/or public housing conversions to Sec. 8 for demolition/renovation at Washington Manor, Orchard Manor, and/or Littlepage Terrace.

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Orchard Manor
1b. Development (project) number:	WV001001003
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	07/28/05
5. Number of units affected:	No units affected; only excess land of 1.32 acres to a
6. Coverage of action (select one)	spin-off non-profit of the PHA for the purpose <input checked="" type="checkbox"/> Part of the development of developing 10 +/- units under the <input type="checkbox"/> Total development LIHTC program.
7. Timeline for activity:	a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 12/06

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Orchard Manor
1b. Development (project) number:	WV001001003
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	04/01/07
5. Number of units affected:	No units affected; only excess property from about 50 acres to a spin-off non-profit of the PHA for the purpose of developing affordable housing units (LIHTC and/or loans).
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 04/07 b. Projected end date of activity: 04/10

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Jarrett Terrace
1b. Development (project) number:	WV001001005
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	07/28/05
5. Number of units affected:	No units affected; only excess land of 0.64 acres to a non-profit for the purpose of developing 10 units under the LIHTC program (to later
6. Coverage of action (select one)	be converted to homeownership). <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 12/06

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Orchard Manor (and Switzer Community Center)
1b. Development (project) number:	WV001001003
2. Activity type:	Demolition <input checked="" type="checkbox"/> (possible, if determined applicable) Disposition <input checked="" type="checkbox"/> of land/buildings to “development entity”.
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	04/01/07
5. Number of units affected:	Rehab. planned for existing units; however, if condition of bldgs./units is not worth rehab, then demolition would be considered and replacement with new construction. Also, dispo. of Switzer Community Center to
6. Coverage of action (select one)	“development entity” as leverage to create more affordable housing units. <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 04/07 b. Projected end date of activity: 04/10

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Washington Manor and Littlepage Terrace
1b. Development (project) number:	WV001001001 and WV001001002
2. Activity type:	Demolition <input checked="" type="checkbox"/> of units Disposition <input checked="" type="checkbox"/> of land/buildings to “development entity”.
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	04/01/07
5. Number of units affected:	301 units and 170 units; construct new units; create better foot print for building outlays, pedestrian traffic, parking, density reduction; and, increase marketability, safety, & security.
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total developments
7. Timeline for activity:	a. Actual or projected start date of activity: 04/07 b. Projected end date of activity: 04/10

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

[24 CFR Part 903.7 9 (i)]

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

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

Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Jarrett Terrace 1b. Development (project) number: WV001001005
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 10/31/05
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan (Original 1/10/97 to 1/10/02 & with 2-yr. exts. to 1/10/06) <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan? (2 yr. ext. 1/10/06 to 1/10/08)
6. Number of units affected: 101 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Lippert Terrace 1b. Development (project) number: WV001001023
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 10/31/05
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan (Original 1/10/97 to 1/10/02 with 2 yr. exts. to 1/10/06) <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan? (2 yr. ext. 1/10/06 to 1/10/08)
6. Number of units affected: 112 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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

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

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

#### 2. Activity Description

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

<b>Conversion of Public Housing Activity Description</b>
1a. Development name: Washington Manor, Littlepage Terrace, & Orchard Manor 1b. Development (project) number: WV001-001, WV001-002, & WV001-003
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input checked="" type="checkbox"/> Other (explain below) Under consideration; reviewing possibility and viability of conversion in whole or in part from public housing units to Sec. 8 units.
3. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway

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

- Units addressed in a pending or approved demolition application (date submitted or approved: \_\_\_\_\_)
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: \_\_\_\_\_)
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: \_\_\_\_\_)
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below) Exploring options for revitalizing Washington Manor, Littlepage Terrace, and Orchard Manor including public housing conversion to Sec. 8, tax credits, HOPE VI, bond-financing, loans, etc.

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

a. How many of the PHA's developments are subject to the Required Initial Assessments? **Ten (10) developments.**

- How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments – not general occupancy projects)?

**Two (2) developments. Jarrett Terrace and Lippert Terrace are designated occupancy by the elderly.**

- How many Assessments were conducted for the PHA's covered developments?

**Ten (10); an initial assessment in FY 2003 for each covered development.**

- Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Number of Units
NONE	N/A

**(Note: Subsequent to the Initial Assessment, consideration is being given for conversion to Sec. 8 for Washington Manor, Littlepage Terrace, and Orchard Manor.)**

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

## **11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

### **A. Public Housing**

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

1.  Yes  No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.) **NOTE: Charleston Housing may elect to implement a homeownership program at Littlepage Terrace, Orchard Manor, Washington Manor, or Jarrett Terrace if HOPE VI is awarded or if other resources become available.**

### 2. Activity Description

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

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	Scattered Sites
1b. Development (project) number:	WV001001020
2. Federal Program authority:	Chas. Hsg. disposed (in lieu of demolished)
<input type="checkbox"/> HOPE I	5 scattered sites to a non-profit entity to rehab. and market
<input checked="" type="checkbox"/> 5(h)	to low-to-moderate income families (preferably
<input type="checkbox"/> Turnkey III	public housing residents) for homeownership.
<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program	
<input type="checkbox"/> Submitted, pending approval	
<input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:	01/16/2003
5. Number of units affected:	5
6. Coverage of action: (select one)	
<input checked="" type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	Jarrett Terrace
1b. Development (project) number:	WV001001005
2. Federal Program authority:	8 units to built on excess land under LIHTC program
<input type="checkbox"/> HOPE I	to be initially utilized for low-income rental purposes
<input checked="" type="checkbox"/> 5(h)	and later converted to Homeownership.
<input type="checkbox"/> Turnkey III	
<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program	
<input type="checkbox"/> Submitted, pending approval	
<input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:	07/28/05
5. Number of units affected:	No existing units affected, but 8 units to be constructed.
6. Coverage of action: (select one)	
<input checked="" type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

## B. Section 8 Tenant Based Assistance

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

### 2. Program Description:

#### a. Size of Program

- Yes  No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants  
 26 - 50 participants  
 51 to 100 participants  
 more than 100 participants

#### b. PHA-established eligibility criteria

- Yes  No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

**Originally, based on participation in the FSS program – but now will open to anyone in the Sec. 8 Program. Also, will promote and utilize American Dream Downpayment Initiative (ADDI) as program becomes available and/or advantageous.**

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

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

### **A. PHA Coordination with the Welfare (TANF) Agency**

#### 1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 01/01/2001

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

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

### **B. Services and programs offered to residents and participants**

#### **(1) General**

##### a. Self-Sufficiency Policies

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

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

- Preference/eligibility for section 8 homeownership option participation
- Other policies:  
If public housing pilot homeownership program is developed and approved and by HUD, Section 8 preferences for certain PH families meeting approved criteria.

b. Economic and Social self-sufficiency programs

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

<b>Services and Programs</b>				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Kanawha Valley Senior Services	400	Based on need	KVSS staff	Public Housing
Prestera	100	Based on need	On site	PH and Sec. 8
Neighborhood Network Computer Connection Centers	200	Desire to Participate	On site	Public Housing
Interfaith Councils	50	Church capacity	Church or on site	PH and Sec. 8
Summer Nutrition Program	175	Based on need	On site	Public Housing
Safe and Drug-Free Programs	150	Specified criteria	CH Housing Office	Public Housing
After School programs	75	Desire to participate	Developments/ Chandler Elementary	Public Housing
ROSS Grant/SCPH Program	500	Based on need	On site	Public Housing
Section 3 Training	25	Desire to participate	On site	Public Housing

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

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants	Actual Number of Participants
Public Housing	50	50 (as of 09/30/06)
Section 8	49 (originally 99, but reduced due to successful completions)	49 (as of 09/30/06)

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

If no, list steps the PHA will take below:

(Note: PHA is maintaining 80% of required program size and is maintaining 30% of participants with escrow accounts.)

**C. Welfare Benefit Reductions**

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

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

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

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents

(select all that apply)

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

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

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

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

**Washington Manor, Littlepage Terrace, Southpark Village, Orchard Manor.**

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

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

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other: Security cameras, focus patrols, fencing, safety/security officer.

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

**Orchard Manor, Washington Manor, Littlepage Terrace, Oakhurst Village, Hillcrest Village, Southpark Village.**

**C. Coordination between PHA and the police**

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

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

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

**Orchard Manor, Washington Manor, Littlepage Terrace, Oakhurst Village, Hillcrest Village, Southpark Village.**

**D. Additional information as required by PHDEP/PHDEP Plan**

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

**“NOT APPLICABLE”**

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

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

[24 CFR Part 903.7 9 (n)]

**See Attachment K for Pet Policy, Pet Application, and Lease Addendum/Pet Agreement.**

## **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

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

## **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

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

## **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

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

1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
  - Not applicable
  - Private management
  - Development-based accounting (Project-Based Accounting)

- Comprehensive stock assessment  
 Other: Contract with independent 3<sup>rd</sup> party for “Asset Management” study.
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment E.  
 Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments  
List changes below: (from current and previous comments).
- Continue with “elderly only” housing designation for Jarrett Terrace and Lippert Terrace.
  - Continue to deal with security issues and make improvements.
  - Continue to maintain computer centers at all sites.
  - Continue programs such as After-School at family developments and SCPH at highrises.
  - Revised Pet Policy (i.e., increased deposits, more specifics)
  - Conversion from Central Waiting List to Project-Based Waiting list.
- (NOTE: Also, see Att. E – Summary of Comment Period and Public Meeting - for more comments.)
- Other: (list below)

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

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

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

**Former Mayor Goldman of the City of Charleston appointed Vernadine Crothers, resident of Orchard Manor, to the Board of Commissioners effective April, 2000. Mayor Danny Jones re-appointed Ms. Crothers in December, 2004.**

3. Description of Resident Election Process

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

- Candidates were nominated by resident and assisted family organizations  
 Candidates could be nominated by any adult recipient of PHA assistance  
 Self-nomination: Candidates registered with the PHA and requested a place on ballot  
 Other: **Appointed by Mayor as per his authority.**

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)  
 Representatives of all PHA resident and assisted family organizations  
 Other (list): **Process was by appointment by Mayor in lieu of voting.**

**C. Statement of Consistency with the Consolidated Plan**

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

1. Consolidated Plan jurisdiction: Charleston, WV
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.  
 The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

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

**The Consolidated Plan supports the PHA Plan by referencing Charleston Housing, by supporting affordable housing issues, and by supporting elderly initiatives.**

**D. Other Information Required by HUD**

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

**Definition of Substantial Deviation or Significant Amendment or Modification of Agency Plan:**

“Substantial Deviation(s)” from the 5-year Action Plan shall be explained in the Annual Plan for the period in which they occur and shall include:

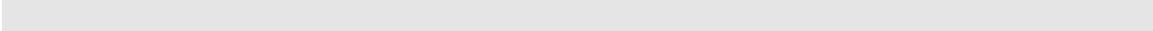
- any change to rent or admissions policies or organization of the waiting list;
- additions of non-emergency work items when dollar amounts exceed 10% of Capital Fund budget or the amount or replacement reserve funds that exceed 10% of the annual Capital Fund budget;
- and any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

“Significant Amendment or Modification” of the Annual Plan means:

- any change to rent or admissions policies or organization of the waiting list;
- additions of non-emergency work items when dollar amounts exceed 10% of Capital Fund budget or the amount or replacement reserve funds that exceed 10% of the annual Capital Fund budget;
- and any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

**Attachments**

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



DWELLING LEASE

Attachment A

CHARLESTON-KANAWHA HOUSING AUTHORITY  
POST OFFICE BOX 86, 911 MICHAEL AVENUE  
CHARLESTON, WEST VIRGINIA 25321-0086

(304) 348-6451

Account No.  
Unit Size  
Monthly Rent        \$  
Security Deposit    \$  
Utility Allowance    \$

Development Name & Address

Charleston-Kanawha Housing Authority (hereinafter called Management) does hereby lease to \_\_\_\_\_ (Lessee) the Dwelling Unit described herein located at \_\_\_\_\_ upon the terms and conditions stated herein. The premises leased herein shall be for the exclusive use as a dwelling by Lessee's household designated by Lessee as follows:

<u>Family Member (Last, First, Middle)</u>	<u>Sex</u>	<u>Age</u>	<u>Date of Birth</u>	<u>SS Number</u>	<u>Relationship</u>
<u>1.</u>					
<u>2.</u>					
<u>3.</u>					
<u>4.</u>					
<u>5.</u>					
<u>6.</u>					
<u>7.</u>					
<u>8.</u>					
<u>9.</u>					
<u>10.</u>					

Lessee shall obtain management's consent, in writing, before allowing any person other than a member of the Lessee's family listed in the Application for the Dwelling and/or Continued Occupancy to live in Lessee's dwelling unit. This does not apply to additions to family by birth. Lessee shall advise Management, preferably in writing, of visitors who remain for more than a one week period.

The dwelling unit being furnished by Management, with the fixtures, appliances, equipment and furnishings, is set out in Schedule 1. Attached hereto and made a part hereof, the receipt of which is hereby acknowledged by Lessee.

I. LEASE TERM:

The initial term of the Lease Agreement will be for twelve (12) months effective \_\_\_\_\_ . The Lease will renew automatically for 12-month terms contingent upon Lessee's compliance with all terms and conditions contained herein and determination of Lessee's eligibility for continued occupancy at the time of annual reexamination. Failure to provide verifiable documentation at the time of renewal of the lease that Lessee has completed the minimum monthly community service requirements, where applicable, will be grounds for non-renewal of the Lease.

II. AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND OTHER CHARGES:

1. Rent Charges: A pro rata rental payment of \$ \_\_\_\_\_ shall be paid in advance for the period beginning \_\_\_\_\_ and ending, at midnight on \_\_\_\_\_.

Thereafter, monthly rent of \$ \_\_\_\_\_ shall be due and payable by check or money order at the Management Office in advance without notice from or demand of the Management on the first day of each month beginning \_\_\_\_\_. This rent will remain in effect unless adjusted in accordance with Sections IV., V., and VI, hereof. If the rent is not paid by the 10th day of the month, a \$10.00 late penalty will be assessed which shall become due and payable.

2. If Lessee has misrepresented and/or failed to report facts upon which his/her rent is based, so that the rent he/she is paying is less than he/she would have been charged, then the increase in rent shall be made retroactive to the date that the increase would have taken effect. Lessee will be required to pay, within 7- days of official notification by Charleston Housing, the difference between the rent paid and the amount that should have been paid. If Lessee owes an amount that equals or exceeds \$500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, Management will refer the case for criminal prosecution. Lessee further recognizes that Management will issue a notice to vacate the unit where such misrepresentation has occurred.

3. Other Charges: Lessee will be charged for maintenance and repair beyond normal wear and tear. Maintenance and Repair charges will be assessed based upon a schedule of charges for such maintenance materials as posted on the bulletin board in each management office. Lessee shall be responsible for removing toys and objects from the grass, which could catch in a lawn mower during mowing season (April - October). During winter months, Lessee shall remove snow accumulation on his/her entry walk and his/her steps. If Lessee fails to remove snow from Lessee's doorway to main sidewalks, Management shall remove snow and assess the Lessee fee based upon a posted schedule. Management will give Lessee written notice of the charges, other than rent, which will be due and collectible 14 days or after such notice has been given.

"Other Charges" include, but are not limited to, maintenance and repair charges, cable fees and Writs of Possession.

4. Default: In the event of default by the Lessee in the payment of any installment of rent or the failure to pay other charges provided for in said Lease, when due, the Lessee agrees and binds himself to pay, in addition to the amount owing, a reasonable attorney's fee and all costs and expenses incurred in the collection of same and costs of any proceedings, judicial or otherwise, resorted to for the purpose of such collection, in the event a judgment is entered against Lessee.

- III. SECURITY DEPOSIT: Lessee agrees to pay \$150.00 as a Security Deposit to be used by Management at the termination of this Lease toward reimbursement of the cost of repairing, beyond normal wear and tear, damages to the dwelling unit's interior, exterior, or yard area, and any rent or other charges owed by the Lessee. Deductions may be made for any known delinquent utilities. The Security Deposit is to be paid, in full, upon execution of this lease and prior to move-in. This deposit will be returned to the Lessee, without interest, after lessee vacates the premises at the expiration of the lease provided all terms of the lease have been fully performed and ALL KEYS returned to Management. Vacating for any reason prior to the renewal date of the lease will result in forfeiture of the security deposit. Excepting normal wear and tear, a lessee agrees to pay the amount billed for charges at move-out.

- IV. Utilities: Management provided utilities for reasonable consumption are available to all developments with the exception of Wertz Avenue, Piedmont Road, Coal Branch Heights, and Scattered Sites. The Lessee agrees to be responsible for prompt payment for all utilities and to place utilities in his/her name at move-in at Wertz Avenue, Piedmont Road, Coal Branch Heights, and Scattered Sites. Management provides a reduction in rent through a utility consumption allowance of \$ \_\_\_\_\_ to enable Lessee to pay utilities directly to utility companies involved. Lessee agrees to be responsible for hookup fees with regard to said utilities. Lessee agrees to maintain heat to the dwelling unit sufficient to prevent

freezing of piped water. If for any reason Lessee is unable to maintain sufficient heat, he/she shall immediately notify Management of his/her inability to maintain sufficient heat. Lessee will be charged for any damages resulting from his/her failure to maintain sufficient heat or failure to notify Management. Disconnection of any utility due to nonpayment during residency may be cause for Notice to Vacate.

Lessee shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities in a reasonable manner and pay all utilities and assessed charges. Failure to pay excess charges or utility bills causing insufficient heat and resulting in freezing of piped water may result in Notice to Vacate.

Lessee agrees to indemnify and save harmless Management against any and all liability arising from the Lessee's obligation to the Public Service District, City or any other utility. Lessee shall place all garbage and trash in plastic bags (provided on site), securely tied, and place such trash in dumpsters or chutes for garbage collection. Lessee will be assessed a charge for failing to do so.

V. REEXAMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY: In accordance with federal regulations, Management shall conduct an annual reexamination to determine whether the rental should be changed, whether the dwelling size is still appropriate for Lessee's needs, and whether Lessee is still eligible for low-rent housing except where residents have selected the flat rent payment option. Reexaminations of incomes for residents paying flat rents shall be completed every 3-years unless otherwise requested by the resident. This determination will be made in accordance with the terms, conditions and provisions of the ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF CHARLESTON HOUSING (hereinafter "Admission and Occupancy Policy"), all amendments thereto, and this Dwelling Lease, all of which are made a part hereof by reference and are posted in Management Offices. Lessee agrees to furnish to Management all information and certification required for any annual reexamination or interim redetermination. This includes, but is not limited to, information as to the family's income, employment, composition and extraordinary medical expenses, etc.

INELIGIBILITY: Changes resulting from the annual reexamination which cause a family to be ineligible for continued occupancy because of failure to qualify with respect to conditions of eligibility as outlined in the Admission and Occupancy Policy, shall be effective as of the Annual Reexamination Date.

NOTICE OF NEW LEASE CHANGES: In the event there is a change in family composition as a result of annual reexamination, or interim redetermination, Management and Lessee shall execute a new Lease for another year within 5- working days of the date of Notice of new lease change or Lessee may appeal the changes within 5- working days. Changes in rent as a result of an annual reexamination or interim redetermination shall be made by an amendment to the Lease Agreement revising the rent, which shall become a part of the Lease.

In the event Lessee fails to comply with the required annual reexamination for continued occupancy eligibility determination, this Lease shall expire on the anniversary date of this Agreement. Lessee shall receive 30- day prior written notice of Lease termination and will be required to vacate the premises on or by the date specified in such notice. Management shall notify Lessee in writing of the first scheduled reexamination interview. If Lessee fails to notify Management of a schedule conflict and does not attend, a second reexamination interview will be automatically scheduled. All reexamination interview appointments will be provided Lessee in writing and may be hand delivered or mailed by U. S. Postal Service. Failure to notify Management of a schedule conflict and failure to schedule an appointment mutually acceptable to both parties shall result in termination of this Lease Agreement. Failure to complete reexamination includes:

1. Failure to appear for a scheduled reexamination interview without making prior alternative arrangements with Management.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents. The reexamination shall be based on a written Application for Continued Occupancy ("Application") in such form, as Management shall require. The Application shall be signed by a responsible adult member of Lessee's household who shall certify, subject to civil and criminal

penalties, to the accuracy of the data contained therein. A Management employee shall also witness the Application. The Application, together with any necessary supporting documentation, shall contain data which, when verified is necessary to establish eligibility, rent, unit size, and unit type. If Lessee is determined to be eligible, the reexamination results will be used as the basis for taking the necessary action and the Lessee shall be so notified.

VI. INTERIM REDETERMINATION: In accordance with Federal regulations, Management shall conduct interim redeterminations whenever:

1. There is any change in the income of any family member for families whose rent is based on the formula based method.

a. Lessee shall report any and all changes in income from existing and/or new sources. All such changes shall be reported within 10- days of occurrence.

b. Decreases in rent resulting from a reduction or loss of family income will become effective on the first day of the month following Management's receipt of acceptable, written, third party notification of such loss or reduction. Notwithstanding the foregoing, where delays in receipt of verification are not attributable to fault or delay on the part of the family, sanctions will not be imposed during the time that verification is pending; and once verification is received decreases in rent will be effective retroactive to the first day of the month following the family's notification to Management of the decrease in income.

c. Decreases in rent due to temporary loss of income are not eligible except in cases where the loss of income is expected to exceed 30 days.

d. Any increase in the Tenant Rent resulting from an increase in existing income or change in employer will become effective on the first of the month following a written 30-day notice of such increase.

e. If Lessee fails to report income changes as described, any increase in the Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. Lessee will be liable for any additional rent determined due to Management. For employment, this is the date employment began, not the date income was first received. For government benefits, this is the date Lessee begins to receive benefit payments.

f. Only those rent increases which are \$10.00 or greater will be processed by "Rent Revision Agreement" and made a part of this Lease Agreement as an Interim Rent Change.

2. There is any addition to, or removal of, a family member from the household.

3. Any family member reaches age 18.

4. There is extraordinary medical expense for the elderly or handicapped. (Extraordinary medical expense will be determined at the annual reexamination or the interim redetermination unless expenses are incurred during the ensuing year, which will result in a substantial change.)

5. A student over 18 years of age no longer attends school.

6. There is a change in applicable allowances for utilities at Wertz Avenue, Piedmont Road, Coal Branch Heights, and Scattered Sites.

Lessee is required to report any and all of these changes within 10-days of their occurrence. Failure to do so may result in financial hardship or loss of unit to Lessee.

VII. TEMPORARY RENTS: If at the time of admission or any annual reexamination or interim redetermination, Management is unable to arrive at a reasonable estimate of Lessee's income for the following twelve months, Lessee shall be placed on a temporary rent based

upon the best available data until a redetermination can be made. Retroactive charges or credits shall be made, if found to be necessary as a result of the redetermination.

VIII. TRANSFER TO ANOTHER UNIT: If Management determines that the size of the dwelling unit is no longer appropriate to Lessee's needs, Management may give notice to Lessee that he/she will be required to move to another unit, giving Lessee a reasonable time in which to move. Lessee agrees to transfer to an apartment of appropriate size whenever a change occurs in the size or composition of the Lessee's family. A residual family member who does not qualify as elderly may be required to transfer to a family type development. Lessee may, at the Management's discretion, be required to move to another unit to resolve any conflict between Lessee and another family.

Transfers from handicap accessible units will be required in cases where residents occupying such units do not require handicap accessibility and the need exists for another resident requiring such accommodations. Lessee agrees to transfer to an apartment of appropriate size upon receipt of written notice by Management. Management agrees to provide Lessee with a reasonable time in which to move.

IX. OBLIGATIONS OF LESSEE: Lessee agrees:

Special Definitions:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use, of a controlled substance as defined by Federal or State law.

Guest: For the purposes of this Lease, the term "guest" means a person on the premises with the consent of any household member.

Household: The family and any approved live-in aide.

Premises: The building or complex in which the public housing dwelling unit is located, including common areas and grounds.

1. To comply with the directions given by Management concerning the move-in and move-out date and time. This Lease will be void if Lessee does not move in within 15 days of the effective date of this lease or make other satisfactory arrangements with Management. A pro rata share of the paid rent will be returned by first-class mail to the applicant;
2. Not to allow motorized vehicles on lawn areas while moving into, moving out of or while residing at a dwelling unit, and not to drive or park nor to allow any visitor to drive or park on lawn areas at any time. Lessee will be assessed a charge whenever this happens;
3. To use the premises solely as a private dwelling for the Lessee and Lessee's household as identified in the Lease, and not to use or permit its use for any other purpose. No business shall be conducted without special approval of Management;
4. Not to assign the lease nor sublease the premises;
5. Not to provide accommodations for boarders, lodgers, or others not listed on the Lease as household members and not to allow any person not listed on the Lease to use a Charleston Housing address as his/her mailing address without written authorization of Management;
6. That guest(s) may visit with the consent of a household member and that Lessee agrees to advise Management, preferably in writing, of visitation in excess of one-week and that Lessee further agrees to request, in writing, approval from Management for visitation in excess of two (2) weeks; Management approval will be conditioned and contingent upon individual circumstances, warranted reasonable accommodations, and/or justified considerations.
7. Lessee and all household members agrees that any person who is under a "no trespassing" notice will not be allowed in or near the dwelling unit. It will be a serious violation of this Lease to allow any such person on or near the premises;

8. To complete an application, or other written request, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;
9. To report to Management within 10 calendar days of any change in family income or composition and to provide Management with verifiable information regarding such change;
10. To notify Management when they will be absent from the unit for more than 30 days and provide a means for Management to contact Lessee in the event of an emergency;
11. To abide by Management's Pet Policy as posted in Management's Offices with regard to owning and keeping an approved pet in the dwelling unit. Failure to comply will result in a Notice to Vacate;
12. To comply with all obligations imposed upon Lessee by applicable provisions of building and housing codes materially affecting health and safety. To keep his/her dwelling unit in such condition so as to prevent health, sanitation or safety problems from arising. To keep the dwelling unit in a CLEAN, SAFE and SANITARY condition. Failure to do so will result in Notice to Vacate;
13. To abide by all rules and regulations pertaining to the control of insects and to report the need for extermination to Management. If infestation occurs as a result of the Lessee's not keeping the apartment, in a sanitary condition, then Lessee will be responsible for the charges as is contained in Management's "Schedule of Resident Charges"; To assist Management's extermination efforts, Lessee shall clear dishes from the shelves, clear pantry and cabinet areas, clear drawers, clear closets, etc;
14. Lessee and all occupants must observe strict care not to leave their windows open when it rains or snows. If, by doing so, any injuries are sustained by other residents, or by Lessor, through damaged paint, plastering, etc, then Lessee shall be charged for the reasonable cost of repairs;
15. Lessee shall take every precaution to prevent fires; to immediately report any fire; to clean his/her the unit when the only damage sustained is caused by smoke; and to assist in cleaning the unit prior to making repairs in all other instances. Lessee shall pay the fire insurance deductible for damages caused by the Lessee or by a guest of the Lessee. Insurance deductible is posted on the Schedule of Resident Charges;
16. To notify Management promptly of known unsafe conditions in the common areas and grounds, which may lead to damage or injury;
17. Not to install in the premises, unless written consent of Management has previously been obtained, for the following: a waterbed, an extension telephone, air conditioning unit, an automatic washing machine, clothes dryer, ceiling fans, ham radio set, radio transmitter, or clotheslines. Also, Lessee shall not install television or other antennae on or about the premises without the prior written consent of Management as prescribed by Management. Lessee shall remove any electrical or other appliances or other property or equipment from the premises whenever required by Management. Failure to comply with this regulation will result in Lessee being responsible for any costs incurred by Management in handling the Lease violation and may result in a 30-day Notice to Vacate the premises;
18. Not to alter appliances, fixtures, furnishings, or equipment in the premises nor make any repairs or alterations whatsoever without the written consent of Management;
19. Not to display signs on any part of the premises except in a manner prescribed by Management. Not to apply decals, contact paper, or other adhesive materials to the fixtures, appliances, equipment, and furnishings. Lessee will be assessed the charge necessary to restore any damaged item to its original condition. Only SMALL picture hanging nails are to be used on the walls. Upon moving, nail holes must be restored to original condition by a requested work order;
20. To keep the grounds immediately adjoining the structure in which the Lessee's unit is located, breezeways, yards, and premises and such other areas as may be assigned to Lessee for his/her exclusive use in a clean and safe condition and free of litter,

trash, etc. Families sharing corridors or common entry shall keep them clean and free of litter;

Lessee will be assessed a charge for failure to do so, and excessive trash and litter or damage to the corridor or common entries will result in a Notice to Vacate the premises;

21. To refrain from, and to cause his/her household and guests to refrain from, destroying, defacing, damaging the premises including any fixtures appliances, equipment, and furnishings, yard areas, shrubs and landscaping, parking spaces, development buildings, facilities or common areas; to pay reasonable charges (other than normal wear and tear) to pay for repair if such damages and vandalism. Vandalism caused by his/her household and/or guest will result in a Notice to Vacate the premises;
22. To promptly notify Management of any need for repairs to equipment or premises and to permit Management to perform all needed repairs. Lessee shall pay for all damages beyond normal wear and tear;
23. To insure against neglect of children which endangers their health, safety and welfare by providing adequate care and supervision. Not to permit children less than 12 years of age to be left in the home without proper supervision;
24. To conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodation and will be conducive to maintaining the development in a decent, safe, and sanitary condition. Lessee agrees to keep the volume of any radio, phonograph, television or musical instrument at a level that will not disturb his/her neighbors. Failure to abide by this regulation will result in a Notice to Vacate the premises;
25. To refrain from illegal or any activity which impairs the physical or social environment of the development. Theft, alcohol and substance abuse, sex crimes and any behavior causing police visits, raids, etc., will result in termination of tenancy;
26. Not to possess any illegal and/or unregistered firearm in or near the premises. The use of firearms, air rifles, bows and arrows, slingshots or fire works is strictly prohibited;
27. To assure that Lessee, other persons under Lessee's control, any member of the household, or a guest, shall not engage in:
  - a. Any criminal activity on or off the premises that Management determines may interfere with or threaten the health, safety or right to peaceful enjoyment of the premises by other residents, employees of Management, or any other person lawfully on the premises.
  - b. Any drug-related criminal activity on or off such premises (manufacture, sale, use, distribution, possession of any illegal drugs or paraphernalia); or any activity by Lessee or guest in which Management determines that Lessee or Lessee's guest is illegally using a controlled substance;
  - c. Abuse of alcohol or other mind-altering substance that Management determines that it has reasonable cause to believe that such use or pattern of use may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, employees of Management, or persons legally on the premises.
  - d. Management may terminate the tenancy if the tenant/lessee, any member of the household, guest or other person under the tenant/lessee's control, is present or otherwise residing in the household, has fled from any jurisdiction to avoid prosecution, custody or confinement after conviction, for a crime that is a felony in such jurisdiction, or violating a term or condition of probation or parole imposed under any such jurisdiction.

NOTE: MANAGEMENT HAS A ZERO TOLERANCE POLICY WITH RESPECT TO VIOLATIONS OF LEASE TERMS REGARDING DRUG AND/OR CRIMINAL ACTIVITY. VIOLATIONS OF THIS SECTION SHALL BE CONSIDERED A SERIOUS VIOLATION OF THE TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION SECTION XVI WITHOUT AN ARREST OR CONVICTION.

28. Not to commit, or allow members of Lessee's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Lessee's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this Lease Agreement, or any subsequent renewals;
29. To park automobiles and other motorized vehicles in designated parking areas. Under no condition are motorized vehicles to be stored in the dwelling unit. Lessee shall not display vehicles for sale on housing development premises. Lessee shall not grease, change oil, or make repairs to such vehicles, and shall not park motorized vehicles in an inoperative condition on housing development premises. Lessee must properly clean up oil spots from motorized vehicles or a work order can be requested at the Lessee's expense. In accordance with applicable state and local laws, illegally parked and inoperative vehicles will be towed off at the owner's expense;
30. To assist Management's painting efforts, Lessee shall wash all walls and ceilings and woodwork, including kitchen cabinets or shelves, in each room, and vacuum or sweep on a regular basis;
31. To abide by the RESIDENT HANDBOOK and all established rules and regulations for the benefit and well being of the housing resident which shall be posted in the Management Office and is incorporated by reference in this Lease;
32. To abide by Federal regulation with regard to performing community service;

Residents subject to the community service requirements must contribute 8 hours per month or no less than 96 hours annually with an approved community service provider (not including political activities); or participate in an economic self-sufficiency program for 8 hours per month or no less than 96 hours annually; or perform a combination of community service and economic self-sufficiency program activities for 8 hours per month or no less than 96 hours annually.

If Management determines that Lessee has failed to comply with this requirement, Management shall notify Lessee of such compliance and that:

The determination of noncompliance is subject to the administrative grievance procedure; and

Unless Lessee enters into an agreement to comply with the community service requirement, the Lease will not be renewed; and

Management may not renew or extend the lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless, Management enters into an agreement, before the expiration of the Lease term, with Lessee providing an opportunity for Lessee to contribute the number of hours needed in addition to the hours required in the next 12-month term.

Repetitive failure to comply with the community service requirements will disqualify Lessee from entering into an agreement to rectify noncompliance issues.

33. To correct any violation (other than a lease termination of tenancy/demand for possession) within 7 calendar days of receipt of written notice from Management of the specific violation.

X. OBLIGATIONS OF MANAGEMENT: Management agrees:

1. To maintain the premises and the development in decent, safe, and sanitary condition;
2. To comply with requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. To make necessary repairs to the premises;
4. To reimburse a Lessee for loss in those instances where the loss is caused by a staff member's negligence. Lessees are encouraged to secure insurance to protect their assets from damage;
5. To keep all building, facilities and common areas, not otherwise assigned to the Lessee for maintenance and upkeep, in a clean and safe condition;
6. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Management;
7. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use by an individual Lessee family) for the deposit of garbage, rubbish and other waste removed from the premises by Lessee;
8. To grant Lessee's right to exclusive use and occupancy of the leased premises which shall include occasional accommodation of Lessee's guests or visitors and with the consent of Management may include care of foster children; and
9. To assess appropriate charges, counsel with families and enforce the lease with each Lessee so that all residents may live in a decent, safe and sanitary neighborhood.

XI. ABANDONMENT: If Lessee is absent from the leased premises for a period of 30 days or more without explanation, contact and/or payment of the rent or utilities when rent and/or utilities are a condition of the Lease, the premises shall be considered abandoned by Management. In the event of such abandonment under any of the foregoing circumstances, Management shall post written notice at the premises requiring Lessee to pay the rent and/or utilities when rent and/or utilities are a condition of the Lease, within 30 days or, if the rent and/or utilities are not a condition of the Lease, respond in writing within 30 days stating he/she has not abandoned the premises. If the rent and/or utilities are a condition of the Lease and are not paid by Lessee within 30 days after posting of the notice, or if Lessee fails to respond in writing within 30 days after posting of the notice when rent and/or utilities are not a condition of the Lease, Management shall consider the premises abandoned and shall take possession thereof and the right of the Lessee to possession of the premises shall terminate. Upon regaining possession of the premises, Management may take, dispose of or otherwise remove Lessee's personal property situate in the premises without incurring any liability to Lessee or other person by complying with the provisions of Chapter 37, Article 6, Sections 6 (c), (d) and (e) of the West Virginia Code, as amended.

XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, it is agreed that the following terms and conditions apply:

1. Lessee shall immediately notify Management of the damages.
2. Management shall be responsible for repair of the unit within a reasonable time. Lessee is responsible for all damages other than those caused by normal wear and tear and acts of God, including damages caused by Lessee, household members or guests and agrees to pay for the reasonable cost of such repairs;

3. Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
4. Provision shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with paragraph (2) of this section or alternative accommodations are not provided in accordance with paragraph (3) of this section, except that no abatement of rent shall occur if Lessee rejects the alternative accommodations or if the damage was caused by Lessee, or Lessee's household or guests.

XIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS: Both Management and Lessee (or his/her representative) shall be obliged to inspect the premises prior to commencement of occupancy by Lessee. Management will furnish Lessee with a "Unit Inspection Form" describing the condition of the premises, the dwelling unit, and the equipment provided with unit. Management and Lessee shall sign "The Inspection Form", and Management shall retain a copy. At the termination of occupancy, and at the appointed time, Management shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for charges against the security deposit and the estimated dollar cost of repairing such damage. Lessee shall, at that time, have the right to inspect the premises to ascertain the accuracy of such listing. If Lessee shall refuse to sign such listing, he/she shall state specifically, in writing, the items on the list to which he/she so dissents, and he/she shall sign a statement of dissent on the "Unit Inspection Form." If Lessee does not attend the move-out inspection, then he/she forfeits any right of objection and accepts Management's cost estimate to restore the unit to its original condition. Management reserves the right to videotape or photograph the unit at or near the time of move-in and move-out, and during occupancy as necessary to document unit damage or condition. Lessee hereby consents to such documentation.

XIV. ENTRY OF PREMISES DURING TENANCY: Management may enter premises during Lessee's possession thereof under the following circumstances:

1. Management shall, upon reasonable advance notification to Lessee, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing Management's routine inspections and maintenance, for making improvements or repairs, or for the control of insects. Reasonable advance notice shall be defined as follows:
  - a. General notices of two days will be provided whenever it is necessary to enter several apartments and the date and time cannot be specific.
  - b. Request for a management generated work order as a result of Preventive Maintenance/ Housekeeping/Pest Control Inspection at which a copy of the Inspection informs Lessee, shall constitute reasonable advance notice. Any follow-up with maintenance work, housekeeping, and/or pest control where the resident was informed by a copy of the Inspection shall constitute reasonable advance notice.
  - c. A knock on a Lessee's door and verbal consent to enter after such request shall constitute reasonable notice.
  - d. A work order requested by a Lessee shall constitute reasonable advance notice and the staff involved in the performance of the work order shall have the right of entry to perform the work order whether or not Lessee is at home.
  - e. When a Lessee has given notice of plans to move, staff may enter to show the unit to a prospective resident during workday hours of 8:00 am - 4:30 p.m. Notice of plans to move Lessee constitutes advance notice that the unit may be shown.
  - f. If Lessee moves before the Lease terminates, staff shall enter and prepare the unit for re-occupancy without notice.
2. Management may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency, a hazard, reports of property damage or severe sanitation issues, or eminent threat exists.

3. In the event that Lessee and adult members of the household are absent from premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises, except in those instances where prior approval has been given by Lessee.

XV. NOTICE PROCEDURES:

1. Except as provided in Section XIV, all notices to Lessee shall be in writing and delivered to Lessee or to a responsible adult member of Lessee's household residing in the dwelling unit or sent by prepaid first-class mail properly addressed to Lessee.
2. Notice by Lessee to Management shall be in writing and delivered or mailed to the Management Office.
3. Notice to Vacate shall comply with all applicable State and local laws.
4. Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned, if it demonstrates that the Lessee was notified of attempted delivery. Management shall consider the non-return of a first class mailing as receipt. Lessee agrees that in the absence of a forwarding address being submitted to Management in writing, Lessee's address indicated above shall serve as Lessee's last known address for purposes of the laws this State or Federal law.
5. Lessee agrees to give Management a minimum of 30-days written notice of his/her intent to vacate the premises.

XVI. TERMINATION OF LEASE: Management shall not terminate or refuse to execute a new lease except where Lessee has failed to live up to the terms and condition of the Lease resulting in severe or repeated violation of material terms of the Lease. Severe violation of the Lease includes, but is not limited to: failure to pay rent or other charges due Management within 30-days of the date due; disturbances resulting in police visits and/or subsequent arrests of Lessee, family members or guests; violation of the "One Strike and You're Out" criteria; criminal or other activity by a member of the household domestic that threatens the health or safety of other residents or Management employees; domestic or other physical violence disturbances and/or subsequent arrests, documented, repetitive violations for serious unsanitary housekeeping conditions resulting in unsafe conditions and/or infestation; failure to comply with annual recertification requirements, and failure to comply with community service requirements.

Management shall give not less than 30-days' prior notice in writing hand-delivered to Lessee or by pre-paid first class mail, of termination of the Lease, or a reasonable time in the case of the creation or maintenance of a threat to the health or safety of other residents or Management employees but not to exceed 30 days, or--in case of nonpayment of rent, Management shall give 14 days' Notice to Vacate the Premises, and any other notice and demand for payment is specifically waived by Lessee. Management agrees that the notice of termination to Lessee shall state the reason for the termination, shall inform Lessee of his/her right to make such reply as he/she may wish, of his/her right to request a hearing in accordance with Management's grievance procedure, and to examine Management documents directly relevant to the termination or eviction.

At Management's discretion (based on seriousness and repetitive occurrences of the breach), if the breach of the Lease causing the termination notice is remediable and Lessee adequately remedies the breach prior to the expiration of the date in the notice, then the Lease will not terminate. Remedies effectuated by Lessee after 14 days will have no effect upon the termination notice. If substantially the same act or omission, which constituted a prior non-compliance, of which notice was given, recurs within 6 months, Management may terminate the Lease upon at least 30-days written notice specifying the breach and the date of termination of the lease agreement. Lessee agrees to vacate the premises in good order and repair, whenever and for whatever reason the Lease is terminated. At the time of lease termination, all charges, including rent and maintenance charges, shall become due and collectible.

In case of Lessee's desire to move at renewal of the one-year lease, Lessee must contact the Management Office a minimum of 30 days prior to expiration to obtain instruction and an appointment for move-out, and to obtain proper notice forms required. Lessee is liable for a

minimum of thirty days of rent and utilities where applicable, from the day the notice is received by Management regardless of the date of move-out. Lessee agrees to remove all personal property, which if not removed, will be subject to either the Abandonment procedures in compliance with Chapter 37, Article 6, Sections 6 (c), (d), and (e) of the West Virginia Code, as amended, or disposal by Management if so authorized by the Lessee.

If Lessee desires to move prior to renewal of any 12-month lease term, Lessee shall give a written notice to Management at least 30 days prior to the first day of the month in which Lessee intends to move. The end of occupancy shall be on the last day of the month in which Lessee intends to move, subject to the aforesaid 30-day notice. Management may, at its sole discretion, accept possession of the leased premises prior to the last day of the month in appropriate cases (i.e., death of Lessee, employment transfers, etc.). Moving prior to a lease renewal term in violation of the foregoing requirements, shall constitute a breach of the Lease and result in forfeiture of the security deposit.

XVII. GRIEVANCE PROCEDURES: All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of Management which is in effect at the time such grievance or appeal arises, and which procedure is posted in the Management Office and incorporated herein by reference.

XVIII. CHANGES:

1. Posting of policies, rules and regulations, changes therein, and schedules of special charges for services, repairs, utility allowances, and rules and regulations which are incorporated in this Lease (by attachment or reference) shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Lessee upon request. Such schedules, rules and regulations may be modified from time to time by Management provided that Management shall give at least a 30- day written notice to Lessee setting forth the proposed modification, the reason therefore, and providing Lessee an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modifications becoming effective. A copy of such notice shall be posted in the Management or Maintenance Offices, in the Central Office, and any community spaces.

2. Nothing shall preclude Management from modifying this Lease to take into account revised provisions of law or governmental action.

XVIII. NON-WAIVER: Neglect or refusal of Management at any time to use any of its rights or remedies under this Lease shall not be a waiver of its right and privilege to take advantage of each and every such right and remedy whenever and as often as any ground may therefore arise.

XIX. SEVERABILITY: If any provision of this Lease is declared illegal or void in a judicial proceeding, the remaining provisions herein shall remain in full force and effect.





Witness: \_\_\_\_\_

**CHARLESTON-KANAWHA HOUSING AUTHORITY**  
**GRIEVANCE PROCEDURE FOR PUBLIC HOUSING**

**Attachment A**

**I. PURPOSE AND SCOPE**

The following grievance procedure sets forth the requirements for Charleston-Kanawha Housing Authority, hereinafter called Management, and the Residents for use in the just and effective settlement of grievances. Mutual efforts shall be made by Management and the Residents in attempting to settle each grievance as quickly as possible. The grievance procedure provided herein shall be incorporated in the dwelling leases, either in whole or by reference.

**II. APPLICABILITY**

- A. This grievance procedure shall be applicable (except as provided in part III.D. of this document) to all individuals as defined in part III. B..
- B. This grievance procedure is not applicable to disputes between residents not involving the Management or to class grievances. The grievance procedure is not to be used as a forum for initiating or negotiating policy changes between a group or groups of residents and Management.

**III. DEFINITIONS**

- A. "Management" shall mean Charleston-Kanawha Housing Authority.
- B. "Complainant" shall mean any resident whose grievance is presented to management's Administrative Office in accordance with parts IV and V.
- C. "Grievance" shall mean any dispute which a resident may have with respect to Management's action or failure to act in accordance with the individual resident's Lease or applicable law and regulations which adversely affect the individual resident's rights, duties, welfare or status.
- D. "Due process determination" shall mean a determination by the U.S. Department of Housing and Urban Development (HUD) that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. A due process determination has been issued to West Virginia. Thus, Management excludes from this grievance procedure any termination of Lease that involves: 1) any criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other residents, or 2) any drug related criminal activity on or near the premises.

The due process determination allows Management to evict all occupants of the

dwelling through the judicial eviction procedure. The due process procedure shall be initiated and based upon an arrest report from law enforcement officials.

E. Elements of due process shall mean an eviction action or termination of lease or tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
2. Opportunity for the resident to examine all relevant documents, records and regulations prior to the hearing for the purpose of preparing a defense. The resident shall be allowed to copy any such document at the resident's expense. If management does not make the document available for examination upon request by the complainant, management may not rely on such document at the grievance hearing.
3. Right of the resident to be represented by counsel;
4. Opportunity for the resident to refute the evidence presented by Management including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
5. A written decision on the merits setting forth the basis for the decision.

F. "Hearing officer" shall mean a person selected in accordance with Part V. to hear grievances and render a decision with respect thereto.

G. "Resident" shall mean the adult person (or persons) other than a live-in aide who:

1. Resides in the unit and who executed the Lease with Management as the Lessee of the dwelling unit, or
2. The remaining head of household of the resident family residing in housing accommodations covered by this Grievance Procedure.

#### **IV. INFORMAL SETTLEMENT OF GRIEVANCE**

Any grievance shall be personally presented, either orally or in writing, at Management's office so that the grievance may be discussed informally and settled without a hearing by the site manager. A summary of such discussion shall be prepared within ten (10) days of the conclusion of settlement discussions with one copy provided to the resident, one for the resident's file, and one to the Central Management Office file. The summary shall specify the names of the participants, dates of meetings, the nature of the disposition of the grievance, the reason therefore and the procedures by which a hearing under Section V may be obtained if the complainant is not satisfied.

## V. PROCEDURE TO OBTAIN A HEARING

- A. Request for Hearing. The complainant shall submit a written or verbal request for a hearing to the site office of the Central Management Office prior to the effective date of termination as set forth in the Notice to Vacate. The written request shall specify:
1. The reasons for the grievance; and
  2. The action or relief sought.
- B. Grievances shall be presented before a hearing officer. Such officer shall be an impartial person or persons appointed by the Board of Commissioners of Charleston-Kanawha Housing Authority.
- C. Failure to Request a Hearing. If the complainant does not request a hearing in accordance with this paragraph, then Management's disposition of the grievance under part IV shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest Management's action in disposing of the grievance in an appropriate judicial proceeding.
- D. Hearing Prerequisite. All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure prescribed in part IV as a condition precedent to a hearing under this part, provided that if the complainant shall show good cause why he or she failed to proceed in accordance with part IV to the hearing officer, the provisions of this subsection may be waived by the hearing officer.
- E. Escrow Deposit. Before a hearing is scheduled in any grievance involving the amount of rent which Management claims is due, the complainant shall pay to Management an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of monthly rent in an escrow account with Management monthly until the grievance is resolved. Should the complainant be successful, all monies held in the escrow deposit shall be returned with interest. These requirements may be waived by Management in extenuating circumstances. Failure to make such payments shall result in a termination of the grievance procedure. Provided that failure to make payment shall not constitute a waiver of any right the complainant may have to contest Management's disposition of his or her grievance in any appropriate judicial proceeding.
- F. Scheduling of Hearing. Upon complainant's compliance with A., D., and E. of this Part V, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the complainant and Management. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate Management official.

Management will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, reader, accessible location, or attendants. If the resident is

visually impaired, any notice to the resident which is required under this subpart will be in an accessible format.

## **VI. PROCEDURES GOVERNING THE HEARING**

- A. The hearing shall be held before a hearing officer.
- B. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
1. The opportunity to examine before the hearing, and, at the expense of the complainant, to copy all documents, records, regulations that are relevant to the hearing.
  2. The right to be represented by counsel or other person chosen as his or her representative.
  3. The right to a private hearing unless the complainant requests a public hearing.
  4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by Management, and to confront and cross-examine all witnesses on whose testimony or information Management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
- D. If the complainant or Management fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing, or may make a determination that the party has waived his right to a hearing. Both the complainant and Management shall be notified of the determination by the hearing officer. A determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest Management's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Management must sustain the burden of justifying its action or failure to act against which the grievance is directed.
- F. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the grievance may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require Management, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to

obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. The complainant, Management or hearing officer may arrange, in advance, and at the expense of the party making the arrangement, for a transcript of the hearing.

H. Accommodations of Persons with Disabilities. Management and the hearing officer will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart will be in an accessible format.

## **VII. DECISION OF THE HEARING OFFICER**

A. The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing (not to exceed a maximum of ten (10) business days). A copy of the decision shall be sent to the complainant, a copy shall be sent to the Board of Commissioners, and Management and a copy of the decision shall be retained in the resident's file at the Central Management Office. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file and made available for inspection by a prospective complainant, his representative, or hearing officer.

B. The decision of the hearing officer shall be binding on Management which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within ten (10) working days prior to the next Board meeting. The Board's decision will be mailed to the complainant within ten (10) working days following the Board meeting, and so notify the complainant that:

1. The grievance does not concern Management's action or failure to act in accordance with or involving the complainant's Lease or Management's regulations, which adversely affect the complainant's rights, duties, welfare or status; or

2. The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and Management.

## **VIII. EVICTION ACTIONS**

If a resident has requested a hearing in accordance with Part V on a complaint involving a Management notice of termination of the Lease or tenancy, Management shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant, and in no event shall an eviction action vacate be instituted prior to a decision by

the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against the resident and the resident will be required to pay all court costs and attorney fees.

**Attachment A**

**CHARLESTON-KANAWHA HOUSING AUTHORITY  
PEST CONTROL POLICY**

**POLICY STATEMENT**

It is the goal of Charleston-Kanawha Housing Authority to provide safe, sanitary housing for its residents. In so doing, Charleston-Kanawha Housing Authority commits to providing a pest free environment in all developments.

**APPROACH**

Pest control is performed internally by a licensed and qualified Maintenance Specialist. Charleston-Kanawha Housing Authority will make a diligent effort to provide a healthy and pest-free environment for its residents. Frequent and regular inspections are made of all properties to determine which, if any, pests infest dwelling units. Based upon findings, the most economical and efficient method of eradication is selected and implemented. Special attention is paid to cockroaches. Additional treatments will be provided for the elimination of cockroaches in dwelling units. Residents who see signs of infestation between regularly scheduled inspections and treatments may request additional assistance through the work order system.

Resident cooperation with the extermination plan is essential. Management must require residents to maintain dwelling units in a clean and sanitary manner at all times to provide for a healthy, pest-free environment. Residents having chemical allergies must provide written evidence to Management. Units having babies six (6) months or under will not be treated with chemicals; gels and bait traps may be used as a substitute. Residents who fail to cooperate are in violation of the Lease Agreement and may be subject to termination of tenancy. Reports are provided to Management upon completion of each regularly scheduled inspection noting signs of infestation, housekeeping and sanitation concerns. Management is required to schedule follow-up inspections, issue lease violations and work with residents to improve housekeeping and sanitation concerns.

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**STATEMENT OF POLICIES GOVERNING ADMISSION TO AND CONTINUED  
OCCUPANCY**

## CHARLESTON-KANAWHA HOUSING AUTHORITY, CHARLESTON, WV

### AUTHORITY:

Eligibility for admission to and occupancy of Low-Income Public Housing operated by Charleston-Kanawha Housing Authority hereinafter (the "Authority") is governed by requirements of the Department of Housing and Urban Development, as incorporated into local policies and procedures. This Admissions and Continued Occupancy Policy (hereinafter called "Policy") incorporates these requirements and is binding upon applicants, and upon residents and the Authority, alike, through inclusion of this Policy into the Dwelling Lease and by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this Policy.

### OBJECTIVES:

Realizing that the Authority cannot provide housing to every family who qualifies, the objectives of this Policy are to award housing to responsible individuals and to:

- A. Promote the overall goal of safe, decent, and sanitary housing in good neighborhoods by:
  - 1. Insuring a social and economic income mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - 2. Insuring the fiscal stability of the Authority.
  - 3. Lawfully denying admission or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
  - 4. Selecting those families who not only qualify, but selecting those who will add to the quality of life in the neighborhood and will use Public Housing as transitional housing.
- B. Facilitate the efficient management of the Authority and compliance with Federal Regulations by establishing policy for management procedures, record keeping, and auditing.
- C. To protect against discrimination because of sex, age, race, creed, national origin, color, or handicap, familial status, or religion.

### **CONDITIONS GOVERNING ELIGIBILITY**

## **SECTION I - ELIGIBILITY FOR ADMISSION**

To assure that Public Housing shall be awarded to responsible individuals, and hardworking families and individuals, the Authority will admit as residents of its low-rent developments applicants who, at the time of admission, meet all of the following requirements:

- A. Qualify as a family, elderly, or disabled as defined in this Policy.
- B. Who are determined eligible to rent at market rates those apartments permitted to be rented at market rate as provided by law.
- C. Whose gross family income, including income derived from assets, imputed or actual, do not exceed the applicable income limit for admission as permitted by law to designated apartments. When total assets are more than \$5,000, imputed income is determined by multiplying the asset total by the current published HUD passbook rate.
- D. Whose previous housing record as a resident, if any, was satisfactory; who would not be a detriment to the health, safety, or morals of his/her neighbors or the community life; who would not be a source of danger to the other residents; who refrain from criminal and illegal activities, including drug related criminal activity (manufacture, sale, use, distribution, or possession of any non prescription drugs), or use of firearms, bow and arrows, air rifles, knives, or theft, alcohol and substance abuse, sexual deviation and any behavior causing police visits, raids, arrests, and etc., who would not disrupt or become involved in disruptive behavior, and who would be contributors to the communities.
- E. Whose family composition conforms to the occupancy standards which are appropriate to the vacant unit as set forth in this Policy.

## **SECTION II - RESIDENT SELECTION CRITERIA**

- A. Applicants will be evaluated to determine whether, based on past behaviors, such behaviors could reasonably be expected to result in noncompliance with the public housing lease. Charleston Housing will look at past conduct as an indicator of future conduct. The following criteria will be used in selecting families for all applicants occupancy beyond the basic conditions governing eligibility in order to preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the development environment.

1. Applicants must have a satisfactory record in meeting financial obligations, especially the payment of rent. Satisfactory landlord and credit checks are required. The demonstrated inability of an applicant to meet his or her financial responsibilities may render an applicant ineligible for admission to public housing. Because the goods and services provided by the Authority to its residents depend in part upon rent payments, an applicant, who will be constantly delinquent, will interfere with the occupancy and enjoyment of other residents. However, the Authority shall not disqualify applicants for occasional financial irresponsibility, and such irresponsibility must be so continuous as to reasonably justify an assessment that the applicant is unlikely to make rent payments. For applicants unable to provide a record in meeting financial obligations (i.e. divorced, newly married, always paid cash), a parent, ex-spouse, or relative may make application to guarantee performance. This option serves to assist the applicant who otherwise would make an acceptable resident. It also serves to protect the interests and financial stability at the Authority in leasing an apartment.
2. The applicant must have no record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences, or any other history, which may adversely affect the health, safety or welfare of other residents or the peaceable enjoyment of the neighborhood by other residents.

Each resident is required to maintain a standard of upkeep of his or her dwelling unit to assure other residents of the safe and sanitary occupancy and enjoyment of their apartments. The Authority may, therefore, consider an applicant's housekeeping history to determine if clearly unsatisfactory habits are likely to continue, including the creation of life threatening hazards through such habits as hoarding of rags and papers; causing severe damage to premises and equipment; or causing pest infestation, or foul odors. Depositing garbage improperly or serious neglect of the premises related to housing and health codes will also be considered. However, applicants shall not be rejected merely for inadequacies stemming from the quality of their living quarters, but rather from the quality of the applicant's housekeeping practices.

An applicant's record or history of disturbance of neighbors or destruction of property will also be evaluated on the basis of the circumstances and facts in each case.

3. The applicant must not have a history of involvement in criminal or illegal activity, i.e. possession, distribution, sale, use or manufacture

of non-prescription drugs; use of firearms, bow and arrows, air rifles, knives; or substance/alcohol abuse, sexual deviation or any behavior causing police visits, raids, arrests, etc. These activities could adversely affect the health, safety or welfare of other residents. All applicants must sign written release to permit criminal checks requiring all individuals eighteen (18) years or older to be fingerprinted.

4. The applicant must be able to discharge all lease obligations.
  5. If a prior resident of housing programs, the applicant must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move-out balance to any housing authority will not be considered for readmission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet their rent obligations.
  6. The applicant must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
  7. The applicant must attend the Pre-Occupancy Orientation and receive Authority's lease and Resident Handbook.
- B. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
1. Evidence of rehabilitation, such as completion of a program of counseling or services by available community agencies with resources that provide on-going appropriate supportive services.
  2. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
  3. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs

in the locality.

4. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.

C. Grounds for Denial

Charleston is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent, and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
6. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety or well being of other residents or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owes rent or other amounts to any housing authority in connection with Public Housing or Section 8 Rental Assistance Programs;
9. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
10. Were evicted from assisted housing within a minimum of three (3) years from the date of such eviction due to drug-related criminal

activity involving the personal use or possession for personal use, unless the applicant has successfully completed, since the eviction, a rehabilitation program approved by Charleston Housing;

11. Have engaged in or threatened abusive or violent behavior toward any Charleston Housing staff or residents;
12. Have a household member who has ever been evicted from public housing;
13. Have a household member who has been terminated under a Section 8 Rental Assistance Program;
14. **Denied for Life**: If any family member has been convicted of manufacturing or producing methamphetamine; and
15. **Denied for Life**: if any family member has a lifetime registration under a State sex offender registration program.

D. Informal Review

1. Applicants denied for admission shall have the right to an informal review of the decision and reasons therefor except those applicants denied for life as defined in Section C. 14 and 15 above.
2. Applicants shall be provided with prompt notification of denial and such notice must contain a brief statement of the reason(s) for the denial decision and state that the applicant may request an informal review of the decision within ten (10) business days of the denial notice.
3. The decision review must be conducted by a staff or other person to be designated by the Executive Director having no involvement in the denial decision.
4. The applicant will be given an opportunity to submit oral or written objections and any other supporting information during the informal review process.
5. The applicant will receive written notice of the final decision within a maximum of thirty (30) days of the informal review, which shall include a brief statement of the reasons for the final decision.

E. Verification of Information

1. All information from each applicant must be verified. Any information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file. The same type of verifications are required to process any interim or regular reexamination for residents. This may include reports of interviews, letters or telephone conversations with reliable sources. As a minimum, these reports will include the name and title of the individual contacted, and a summary of the information received.
2. The applicant shall sign Disclosure of Information form, Federal Privacy Act Statement, and Applicant/Tenant Certification. When an applicant does not sign such required statements, application processing shall be discontinued and the applicant will be so informed.
3. Sources of information **for verification** shall include, but are not limited to, the applicant (by means of interview or home visits), landlords, employers, family social workers, parole officers, court records, schools, drug treatment centers, clinics, physicians, police departments (where warranted by the particular circumstances), **HUD's Tenant Assessment SubSystem, and HUD's Enterprise Income Verification (EIV) (amended 09/22/05).**
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesman, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
5. Memoranda of verified data obtained by personal interview, home visit, telephone, or other means, with the source, date received, name and title of person receiving the information clearly indicated shall be prepared.
6. Certified birth certificates, marriage or divorce documents or other substantial proof to support claims for each household member.
7. Verification of social security numbers for all family members who are at least six (6) years of age or older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to housing.

8. Proof of disability or of physical impairment, if necessary to determine the applicant's eligibility as disabled or for consideration under the criteria established in this policy, provided in written form by the appropriate governmental agency.
9. Proof of pregnancy by a licensed physician or proof that the applicant is in the process of securing legal custody of an individual who has not obtained the age of 18 years.
10. If the verified data as listed in this Policy are not more than two (2) months or sixty (60) days old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his or her status, the data will be considered as reflecting the applicant family's status at the time of admission. If data is more than two (2) months old, all factors are to be reverified and findings recorded.

As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his or her supervisor shall certify that an investigation has been made of such applicant family and that on the basis of this investigation it has been determined that the applicant and his or her family meet all the conditions governing eligibility.

11. In order to receive housing, a family member must be a U. S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before a family's status is defined.

Mixed Families. A family is eligible for housing as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest the determination.

No eligible members. Applicant families that include no eligible members will be ineligible for housing. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for residents.

### **SECTION III - PREFERENCES IN SELECTION OF RESIDENTS**

- A. The Authority shall not, on account of sex, race, creed, national origin, handicap, familial status, or religion deny to any family the opportunity of applying for admission, nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to his or her needs in any development of the Authority.

It is the Authority's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of housing is not delayed to any family, or made to any family prematurely. By maintaining an accurate waiting list, the Authority will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that housing is provided in a timely manner.

- B. Deconcentration Policy: Charleston Housing will affirmatively market its housing to all eligible income groups. Lower income applicants will not be steered toward lower income developments and higher income applicants will not be steered toward higher income developments. Prior to the annual update of the Authority's Comprehensive Agency plan, an analysis will be completed of the income levels of residents and families/individuals on the waiting list for occupancy. Based on this analysis, marketing strategies will be developed to address deconcentration problems if deemed necessary.
- C. Elderly, disabled and displaced families with up to two members will be given a selection priority over all "Other Single" applicants regardless of local status preference. "Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of application and any local preference, but can not be selected for assistance before any elderly family, disabled family or displaced single.
- D. The Authority uses the following local preferences to select families from the waiting list:

1. **Emergency housing preference (see Section E.).**

(Note: Not applicable for LIHTC units. (amended 11/2006))

**Bold Amended 07-30-01**

2. Families with at least one adult who is employed (20+ hrs./wk.). This preference is extended equally to elderly families or families whose

head or spouse is receiving income based on their inability to work.

3. Families whose adult members are participants in educational and training programs designed to prepare the individual for the job market.

- E. Charleston Housing, working in cooperation with the American Red Cross, Charleston Police and Fire Departments or other duly recognized emergency services agency, will offer a preference for emergency housing assistance to individuals and families who have been involuntarily displaced. Involuntarily displaced applicants are individuals or families who have been involuntarily displaced and do not have safe, suitable and sanitary permanent housing due to circumstances beyond their control.**

**Families and individuals are considered to be involuntarily displaced if they are required to vacate housing, permanently or temporarily, as a result of one of the following situations:**

- **A natural disaster including but not limited to: fire, flood, hurricane, tornado, earthquake, etc. that has caused the unit to be uninhabitable; and/or**
- **Federal, State or local government action related to code enforcement, public improvement or development.**

**Upon notification or contact by a referring agent of an involuntarily displaced family or individual, Charleston Housing will arrange to complete an application packet for the individual or family affected. Such applications shall be marked Emergency Preference and must describe the emergency as provided by the referring agent.**

**Subject to a “fast-tracked” screening criteria which will include a criminal history review, and pending the availability of a vacant apartment, arrangements for temporary, transient housing will be made. If there is no Social Security Number (SSN) match relative to the criminal history review, the application will continue to be processed as quickly as possible. If there is a SSN match which requires a further check with the FBI, the application will be put on hold pending the receipt and review of the FBI check. Families may not be under-**

**housed; however, management may waive over-housing criteria in an effort to meet immediate housing needs.**

The referring agent shall be required to guarantee payment of the \$150 security deposit within thirty (30) days of initial placement.

The lease will be based upon a month-to-month basis, and a period of up to six (6) months will be provided to allow displaced individuals or families a period of time in which to repair and/or restore owned homes.

Rent for the initial six (6) month transient period may be based on unverified, gross household income as reported at the time of application. Should formula based rent exceed the established flat rent for the appropriate development and unit size, then the flat rent shall be applied. The referring agent shall guarantee payment of temporary, transient housing expenses during the initial six (6) month period.

Displaced applicants in need of permanent housing will be subject to additional screening for eligibility and suitability following an initial ninety (90) day transient period. In this event, the referring agent must notify management of the individual's or family's preference to remain in the housing provided. All applicable eligibility screening criteria shall be applied. The emergency transient lease agreement shall stipulate that permanent occupancy shall be contingent upon the individual or family meeting all eligibility criteria. Should the individual or family fail to meet one or more of the eligibility criteria, a thirty (30) day vacate notice shall be issued.

In the event the individual or family is determined eligible to remain in the housing provided, management shall prepare the standard form of lease agreement for execution between lessee and management.

- F. **Emergency Preference shall be rated as priority number one.** Residents with other preferences shall be given equal weight. Applications equal in preference will be maintained on the waiting list by date and time sequence.
- G. Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the Authority in writing when their circumstances change.

**BOLD AMENDED 07-30-01**

#### **SECTION IV. APPLICANT SELECTION AND ASSIGNMENT**

- A. Each applicant shall be assigned his appropriate place on a ~~community-wide site-based~~ basis in sequence based upon date and time his or her application is received, suitable type or size of unit, and factors affecting preference or priority established by the Authority's regulations, which are not inconsistent

with the objectives of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations pursuant.

The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, handicap, religion, familial status and national origin is as follows:

1. The eligible applicant first in sequence at such time shall be offered a suitable unit that has been vacant longer than any other rentable unit at the location that contains the largest number of vacancies. If the applicant rejects the vacancy offered, he shall be ~~removed to last place on the non-preference from the~~ waiting list.
- ~~2. "Location" means any low-rent housing site as established in a Development Program, except when sites shall collectively be considered one location. In scattered site developments, the Authority shall make reasonable determinations of "locations" based on the specific scatterization, including any groupings that may be reasonably consistent with the purpose of those requirements. (Such determinations shall be submitted for approval to the Executive Director.)~~
- ~~3.2.~~ If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his or her inability to move to the Authority's satisfaction, refusal of the offer shall not require the applicant to be ~~removed from placed at the bottom of the eligible applicant waiting~~ list.
- ~~4.3.~~ If an applicant presents to the satisfaction of the Authority clear evidence that acceptance of the given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, handicap, religion, familial status, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not require the applicant to be ~~removed from placed at the bottom of the eligible applicant the waiting~~ list. AMENDED 11/2006

5.4. Accessible unit is defined as a unit that can be approached, entered and used by individuals with handicaps.

- a. A vacant accessible unit must first be offered to a current resident having handicaps requiring accessibility features who occupies a non-accessible unit.
- b. If no such resident exists, the offer is made to an eligible applicant on the waiting list requiring the accessible unit.
- c. If there is no applicant requiring accessible unit, the apartment shall be offered to an otherwise qualified applicant who meets occupancy regulations. When offering an accessible unit to an applicant not having handicaps requiring the features of an accessible unit, management requires the applicant to agree to move to a non-accessible unit when available or at such time the accessible unit is needed to house an applicant or resident with handicap or disability.

6.5. Wheelchair bound or immobile residents will not be permitted to occupy a unit above a ten story level before notification of the Fire Department limitations in the event of an emergency.

AMENDED 11/2006

## B. Dwelling Unit Offers

When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application moves near the top of the waiting list, the Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, deadlines, etc. For an applicant on a short waiting list, this may be included in the process of taking the complete application.
2. Upon offer of a dwelling unit, the applicant shall have one business day to accept or reject the apartment by contacting the Authority by telephone or in person with his or her answer. An additional business day may be granted if necessary to allow the applicant to inspect the

dwelling unit. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.

3. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, payment of security deposit, leasing interview, lease execution and in certain cases, proof of utility on deposit for hookup where a utility allowance is provided. Normally, this deadline will be within three (3) working days of acceptance of the offer, but may be extended a maximum of thirty (30) additional days at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period may result in a withdrawal of the offer and an inactivation of the application.

#### C. Unit Refusals

When an applicant refuses the offer of an apartment, his or her application shall be ~~removed from returned to the bottom of the waiting list, except as provided above, and assigned a non-preference priority. Upon return to the top of the waiting list, the applicant would be made offers in accordance with the provisions of this policy. After refusal of three offers of apartments in different neighborhoods, his or her application shall be returned to the bottom of the waiting list and shall be assigned an application time and date which corresponds to the date of the third refusal.~~

AMENDED 11/2006

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#### D. Leasing of Dwelling Unit

The Head of the Household of each applicant family accepted as a resident is required to execute a lease agreement in such form as the Authority shall require prior to actual admission. Other adult members of the household may also be expected to sign. One copy of the lease will be given to the Lessee and the original will be filed as part of the permanent records established for the family.

Each Lease shall specify the unit to be occupied; the date of admission; the size of the unit to be occupied; all family members who will live in the unit; the rent to be charged; the date rent is due and payable; other charges under the lease; and the terms of the occupancy. The Lease shall be explained thoroughly, in detail, to the Head of Household and spouse or other responsible adults before execution of the Lease.

The Lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another development, the existing Lease will

be canceled. A new Lease will be executed for the unit into which the family is to move by the Head of the Household and possibly other adult members of the household. If any other change in the resident's status results in the need to change or amend any provision of the Lease, or if the Authority desires to waive a provision with respect to the resident, (1) the existing Lease is to be canceled and a new Lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing Lease

Certain documents are made part of the Dwelling Lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy, the currently effective Utility Schedules, the Resident Handbook, and any posted Resident Rules and Regulations.

Cancellation of a resident's Lease is to be in accordance with provisions of the Lease. Generally, the Lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the residents. Written records shall be maintained containing the pertinent details of each eviction.

## **SECTION V. ELIGIBILITY FOR CONTINUED OCCUPANCY**

- A. Only those occupants meeting all of the following requirements will be considered eligible for continued occupancy:
1. Those who qualify as a family or the remaining member of a resident family as defined in Section XII of this Policy and whose income does not exceed the applicable limits.
  2. Those whose family composition continues to conform to the occupancy standards which are appropriate to the unit presently occupied. The definition of a family does not exclude a person named on the Lease living alone during the temporary absence of a family member who will later live regularly as a part of the family. A person residing with a family by reason of employment (a) to permit the employment of a sole wage earner or (b) for the health and welfare of a sick or incapacitated member of the family, need not be considered as a member of the family for the purpose of determining (net) family income or establishing the Total Tenant Payment. However, the necessity for such an arrangement must be evidenced by a licensed physician certification when health reasons are given for the arrangement. In all cases, the presence of such a person must be determined essential and so certified by the Authority. A person requiring the services of a live-in-aide must make application to the Authority. The additional person must provide information on his or

her background through evidence or record that he would not be reasonably expected to adversely affect the housing development. Under no circumstances may such an arrangement be continued longer than necessary or permitted only for the convenience of the resident.

3. Those whose past performance in meeting financial obligations, especially rent and other charges, is satisfactory; and
4. Those residents/families who have no record of disturbance of neighbors, destruction of property, living habits, housekeeping practices, substance abuse, criminal activity, sexual deviation, or any other history which may be reasonably expected to adversely affect the health, safety or welfare of other residents or the physical environment and physical stability of the neighborhood.
5. Those families who do not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation or foul odors; depositing garbage improperly; or serious neglect of the premise.
6. Those who have no history of substance abuse or criminal activity which could adversely affect the health, safety or welfare of other residents.
7. Those persons remaining as a resident of a family may be permitted to remain in occupancy provided that the Authority, in its sole judgement, determines that the remaining person(s) is (are):
  - a. Otherwise eligible for Continued Occupancy; and
  - b. Capable of carrying out all lease obligations, including, but not limited to, rent payment, care of the apartment, and proper conduct; and
  - c. Willing to assume all Lease obligations of the prior leaseholder, including all payments under the Lease; and,
  - d. Legally competent to execute a Lease in his/her (their) own name. The Authority will not execute a lease with a minor child; and

- e. Who has refrained from criminal or illegal activities, including drug-related criminal activities (manufacture, sale, use, distribution of any non-prescription drugs) on or near the development; or use of fire arms, bow and arrows, air riffles, knives; or theft, alcohol and substance abuse, sexual deviation and any behavior causing police visits, raids, arrests and etc..
- 8. Those who continue to occupy the apartment on a full time basis.
- 9. Those who are able to discharge all Lease obligations.
- 10. Those who have completed the total hours required of community service as approved by Charleston Housing. The following adult family members are exempt from this requirement:
  - a. Family members who are 62 years of age or older;
  - b. Family members who are blind or disabled or who is the primary care giver for someone who is blind or disabled;
  - c. Family members who are employed; and
  - d. Family members who are enrolled in any State welfare or welfare-to-work program.

B. Reexamination Purposes

Reexamination of income and family circumstances are conducted for the following purposes:

- 1. To comply with the Federal requirements relating to annual reexaminations.
- 2. To determine if each family remains eligible for continued occupancy under the terms of the Lease and this Policy.
- 3. To determine if the unit, size and type are still appropriate to the family needs and in compliance with the Occupancy Standards.
- 4. To establish the rent to be charged to the family.

C. Reexaminations

Reexaminations are necessary to comply with the Federal requirement that

each family have its eligibility reexamined at least every twelve (12) months, except in cases where residents have chosen to pay flat rents established by Charleston Housing based on market rates and operating costs. Flat rent reexaminations shall be completed every three (3) years unless otherwise requested by the resident. Reexaminations are conducted beginning three months before the effective date of the Lease to allow complete processing and verification of data. Residents will be notified, in writing, of their appointment date and the requirements for reexamination. Failure to complete reexamination is a serious Lease violation which will result in termination of tenancy. Failure to complete reexamination includes:

1. Failure to appear for a scheduled reexamination interview without making prior alternative arrangements with the Authority.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents.  
The Reexamination shall be based on a written Application for Continued Occupancy ("Application") in such form as the Authority shall require. The Application shall be signed by a responsible adult member of the resident household who shall certify, subject to civil and criminal penalties, to the accuracy of the data contained therein. The Application shall also be witnessed by an Authority employee. The Application, together with any necessary supporting documents, shall contain data which, when verified, is necessary to establish eligibility, rent, unit size and unit type. If the family is determined to be eligible, the reexamination results are used as the basis for taking the necessary action and the resident so notified.

#### D. Special Reexaminations

If at the time of admission, annual reexamination or interim reexamination it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

1. Family member(s) are unemployed and there are not anticipated prospects of employment; or,
2. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination;

Then a Special Reexamination will be scheduled on a date determined by the Authority's estimate of the time required for the family's circumstances to stabilize. If, at the time of the scheduled Special Reexamination, it is still not

possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the reexamination completed. The Special Reexaminations are not to replace annual reexaminations.

E. Interim Reexaminations

Interim Reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported, in writing to the Authority, within ten (10) days of their occurrence:

1. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Authority in advance.
2. All changes to family income for families whose rent is calculated under the formula based method. Families who have chosen to pay flat rents are not required to report income increases. Such incomes will be verified every three (3) years unless other requested by the resident.

A family circumstance that results in total loss of income requires the head of household to certify this circumstance and/or provide data on the first working day of each month affected.

~~During the interim period prior to annual reexamination, families paying formula based rent will be required to report only the increases in household income from a new source. Decreases in rent resulting from a reduction or loss of family income will become effective on the first day of the month following such loss or reduction. Any increases in the Tenant Rent resulting from an increase in existing income or change in employer will not become effective until the effective date of the next annual reexamination.~~

3. Rent increases will be transitional for families or individuals paying rent under the formula based method:
  - a. Whose income increases as a result of employment of a member of the family who was previously unemployed for 1 or more years;

- b. Whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or
  - c. Who is or was, within 6 months, assisted under any State program for temporary assistance for needy families funded under part A of title IV of the Social Security Act and whose earned income increases.
4. Should a family or individual qualify for a transitional increase, such increase shall be imposed as follows:
- a. No increase will be imposed the first 12 months;
  - b. 50% of the additional income will be used to calculate rent in the second year; and
  - c. The remaining 50% will be added in the third year.
5. Charleston Housing will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:
- Fraud
  - Failure to participate in an economic self sufficiency program;
  - or
  - Noncompliance with a work activities requirement.

However, Charleston Housing will reduce the rent if the welfare assistance reduction is the result of:

The expiration of a lifetime limit on receiving benefits; or  
A situation where the family has complied with welfare program requirements but cannot or has not obtained employment. Such as: The family has complied with welfare program requirements, but the durational time limit, (such as a cap on welfare benefits for a period of no more than two years in a five year period), causes the family to lose their welfare benefits.

Charleston Housing will notify the affected families that they have the right to an informal hearing regarding these requirements. Charleston Housing will obtain a written

verification from the welfare agency stating the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

F. Processing Reexaminations

All reexaminations - annuals, specials, and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required. The Authority will not adjust rents downward until satisfactory verification is received.
2. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the Lease.
3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Authority's Transfer Policy.
4. All interim changes in resident's rent are to be made by a standard "Rent Revision Agreement" which shall become a part of the Lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new Lease, which shall be executed by the Authority and the resident(s).
5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported, in writing, and verification completed to the Authority's satisfaction.
6. Interim increases in rent are to be made effective on the first day of the month following at least thirty days' notice. If the family fails to report changes as described in this policy, any increase in the Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any additional rent determined to be owed to the Authority. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the date family begins to receive benefit payments. Only those rent increases which are \$10.00 or greater will be processed, by "Rent Revision Agreement" and made a part of the Lease.
7. If it is found that a resident has misrepresented or failed to report

facts upon which his or her rent is based so that he or she is paying less than he or she should be paying, the increase in rent shall be made retroactive to the date that the increase would have taken effect. The resident may be required to pay, within seven days of official notification by Authority, the difference between the rent he or she has paid and the amount he or she should have paid. In addition, the resident may be subject to civil and criminal penalties. Further, misrepresentation is a serious Lease violation which may result in eviction.

## **SECTION VI - RENTS**

At admission and each year in preparation of reexamination, each family will be given the choice of having rent determined under the formula based method or having rent set at a flat rent amount. If, at the time of admission or reexamination, the Authority can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in his or her application. If a temporary rent notice or such other method determined to be legally and administratively sufficient, the appropriate rent, when determined, will be effective retroactively to the date of admission or reexamination. The resident will be required to pay any balance due, or the Authority will credit his or her account with an overpayment which results from a temporary rent. The Authority will schedule Special Reexamination of all factors relating to both rent and eligibility of each resident established on a temporary rent at intervals established by the Authority until a permanent determination can be made as to rent and eligibility status of the family.

### **A. Formula Method**

1. The tenant rent for any dwelling unit shall not exceed thirty percent (30%) of the adjusted monthly family income as defined, or ten percent (10%) of the total monthly family income, whichever is greater; **however, there will be a minimum rent of \$50.00 subject to outstanding HUD regulations and an established flat rent (amended 09/22/05).**
2. **Differential Between Tenant Rent and Tenant Payment:** A utility allowance based upon a schedule of allowable consumption will be deducted from the tenant rent to determine the tenant payment at Wertz Avenue, Piedmont Road, Coal Branch Heights, Scattered Sites, and any other units where the utilities are individually metered. The resident will be responsible for all utilities, including fees for hook up, with the exception of the sanitation fee. The resident shall make payment for utilities directly to the utility companies involved.

3. In cases where applicants or residents claim no household income, a "0" rent will be established. In these cases, applicants and residents will be required to sign a No Income Certification form, under the penalty of fraud, evidencing that there is no household income. Residents will be required to meet with their respective Manager at least once monthly to recertify the "0" income status and to discuss plans to obtain viable income.

**B. Flat Rents**

1. Families or individuals who opt for flat rent will be required to go through the income reexamination process every three (3) years rather than the annual review required under the formula method. Families or individuals may request to have a reexamination and return to the formula based method at any time under the following circumstances:
  - a. The family's/individual's income has decreased;
  - b. The family's/individual's circumstances have changed increasing their expenses for child care, medical care, etc.; and
  - c. Other circumstances creating a hardship on the family/individual that would result in the formula method being more economical.
2. Charleston Housing has established flat rents for each development based on location, condition, amenities, services and unit size. Flat rent amounts shall be based on market rates and operating costs on a development-by-development basis. Flat rents shall be reevaluated annually and residents shall be given no less than a thirty (30) day prior written notice of any required adjustments. Adjustments shall be applied on the anniversary date for each affected family. A schedule of flat rents will be posted as each development.

**SECTION VII. - OCCUPANCY STANDARDS**

The following standards shall be used to determine the number of bedrooms required to accommodate each family without overcrowding or over housing. These standards may be waived only when necessary to achieve or maintain full occupancy. When there are not sufficient applications appropriate to the existing vacancies, eligible families of the most nearly appropriate size then shall be assigned to them.

The provisions of the model of the code published by the Building Officials and

Code administrators (the "BOCA" code) shall be followed to determine minimum and maximum occupancy standards:

"Every dwelling unit must contain a minimum gross floor area not less than 150 square feet for the first occupant and 100 square feet for each additional occupant. Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor area for each occupant."

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

Assignments shall be made so that, except for husband and wife and very young children (under the age of two (2), bedrooms will not be occupied by persons of different sex or generations, such as parents or grandparents. For the purpose of determining the appropriate unit size, the Authority will include all children expected to reside in the household. Such cases shall include a single pregnant person or person who is in the process of obtaining legal custody of any individual who has not attained 18 years of age. No more than two persons are required to occupy the same bedroom. Unrelated adults may have separate bedrooms. If children of the same sex are five (5) years apart in age, the Authority will provide a unit size large enough to allow each child to have a separate bedroom. Families may choose to be placed on the waiting list for both smaller and larger units. A family which needs a unit that is large enough to accommodate a member of the family who has a physical or mental handicap may be granted a larger available unit than outlined in the occupancy standards.

## **TRANSFERS**

Transfers shall be made without regard to sex, race, creed, color, handicap, religion, familial status, or national origin. They shall not be made to units of equal size except to alleviate great hardship as determined by the Executive Director or his or her officially designated representative. Insofar as is possible, transfers to meet occupancy standards shall be made within a development. However, if the development has no units large enough or small enough for the family, the family shall be transferred to an appropriate unit in another development. Once the need for a transfer is determined and approved by the Authority at an annual

reexamination for under/over housed, the determination will not be altered by adding members to Lease.

A. Transfers to Appropriate Apartment Size

Transfers of residents to the proper apartment size shall be made when possible except that applicants on the priority waiting list shall be offered units ahead of any transfers.

B. Transfers for Approved Medical Reasons

A resident who desires to relocate due to a medical reason may be transferred. The Authority will require medical documentation of a resident's condition. Normally such transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site. Wheelchair bound or immobile residents will not be permitted to occupy a unit above a ten story level before notification of the Fire Department limitations in the event of an emergency.

This application will be processed as any other unit transfer request. Preference will given to those tenant's who need a unit designed for accessibility when such a unit is vacant.

C. Transfers for other reasons

Resident families may be relocated within the development at the discretion of the Authority in order to resolve any conflicts between families, and in the event of fire damage, or maintenance and renovation projects.

## **SECTION VIII. CERTIFICATIONS REQUIRED**

The Executive Director or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determinations of the Authority are correct.

## **SECTION IX. LEASING**

Each Lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, the rent to be charged, the utility allowance where applicable, and the terms of occupancy. The Lease shall be explained in detail to the applicant and his or her family prior to execution. It shall be kept current at all

times.

A Lease shall be executed, PRIOR TO ADMISSION, by a responsible member or members of the family selected for occupancy and by the Executive Director or his officially designated representative. The original lease shall be retained by the Authority and a copy shall be furnished to the family executing the lease. A new Lease shall be executed by the appropriate parties when a family transfers from one unit to another. During the tenure of the Lease Agreement, changes in rent shall be made by written, dated and signed Rent Revision Agreement which shall become a part of the existing Lease.

Those public housing residents who move before the end of their first year of Lease, without consent of the Authority, will be ineligible for any rental assistance program for a period of six (6) months from the date they request to be placed back on such program(s).

## **SECTION X. EVICTIONS AND/OR MOVE OUT**

A. Notice to Vacate shall be issued to the resident by the Authority, in writing, listing the reason(s) for such eviction and giving the resident an opportunity to make such reply or explanation as he or she may wish. He or she also shall be informed whether he or she have a right to a grievance hearing and the procedure which is to be followed in obtaining such a hearing if entitled. West Virginia has been issued a "Due Process Determination" by HUD. Any family being evicted due to criminal and drug related activities will not be entitled to a grievance hearing in accordance with the Authority's Grievance Procedure. The Authority shall appropriately evict any resident of public housing who:

1. Charleston Housing has reasonable cause to believe engages in any drug-related criminal activity (as defined at section 6 (1) of the 1937 Act (42 U.S.C. 1437d (1) on or off Charleston Housing's property.

~~3.2.~~ Charleston Housing has reasonable cause to believe abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents or Charleston Housing personnel.

~~4.3.~~ A written record of every eviction shall be maintained by the Authority in the resident file and shall contain the following information:

- a. Name and identification of unit occupied.
- b. Date and copy of Notice to Vacate.

- c. Specific reason(s) for the Notice to Vacate. For example, if a resident is being evicted for undesirable actions, the record shall detail the actions for which the eviction has been instituted.
  - d. Date and method of notifying the resident of reasons and showing a summary of any conference(s) with the resident, including the names of conference participants.
  - e. Dated records of minutes of any hearings held.
  - f. Date and description of final action taken.
- B. A resident initiated move-out notice must be completed and submitted a minimum of thirty (30) days prior to move out and in compliance with the terms of the Lease to receive any balance of security deposit. A resident is required to pay in full any balance due to his or her account upon move out including rent for the thirty (30) days and charges for costs not covered by the security deposit. A resident not complying with these requirements will be considered ineligible for any further housing assistance on any programs of the Authority.
- C. In cases where the resident has no control over timing of the move-out notice, such as emergency long-term hospitalization and/or admission to nursing home, a relative may complete the move-out notice. In such cases, the thirty (30) day notice requirement may be waived by the Executive Director or his or her official designee after the submission of a written request and case review.

## **SECTION XI. PHYSICAL INSPECTIONS OF DWELLINGS AT ADMISSION AND MOVE OUT**

The resident and a duly authorized representative of the Authority shall make a physical inspection of the dwelling assigned to the resident at admission and at the time he or she vacates. It shall be the responsibility of the resident to clean the dwelling and remove all personal items upon vacating unit. Both shall complete and sign the unit inspection, and the Authority shall retain the original and furnish the tenant the signed and dated copy. This report shall serve as the basis for determining what the charges for maintenance cleaning or removal of personal items are to be, and which charges are to be passed on to the resident should the resident not comply with lease agreement regarding cleaning and removal of personal items. Charleston Housing may videotape or photograph the unit during move-out inspections and during occupancy to document housekeeping and damage conditions.

## **SECTION XII. NO TRESPASSING**

The Authority prohibits those persons who have not conducted themselves in a proper manner from having future access to Authority property. A non-resident who has violated Authority policy, broken City, State, Federal law, or whose conduct is disruptive to the peace and well being of the community shall be barred from all

Authority property. The term of prohibition will be a minimum of six months for a visitor violation the Authority rules to be disruptive to the community.

The time of prohibition for a non-resident committing a misdemeanor will be a minimum of one year. The time of prohibition for a person committing a felony will be life. The offender will be given the prohibition from all Authority property as soon after the offense as possible. At the end of the minimum time, a prohibitive visitor may petition the Authority in writing to be allowed to come back on Authority property. The Authority will set up a review board who will meet with a petitioner to determine if he or she should be allowed back on Authority property.

Residents who have committed an offense that would warrant an eviction will be given a prohibition from all Authority property at the completion of the eviction process.

## **SECTION XIII. DEFINITION OF TERMS**

### **A. Assets**

The reasonable value or interest therein of all real and/or personal property, excluding household furnishings, occupational tools and automobiles. The following are to be considered assets:

1. Amounts in savings and checking accounts.
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
4. The cash value of trusts that are available to the household. Irrevocable trusts are not included.

5. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in a penalty.
6. Contributions to company retirement/pension funds.
7. Assets, which although owned by more than one person, allow unrestricted access by the applicant.
8. Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, cash from sale of assets, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during the two years preceding examination or reexamination. Count the difference between the market value and actual payment received.

B. Total Tenant Payment/Tenant Rent/ Tenant Payment

Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

1. 30 percent of monthly adjusted income; or
2. 10 percent of monthly income;

**(NOTE: However, there is a minimum rent of \$50 and a maximum rent at the established flat rent.)**

Tenant Rent means the rent charged a resident for the use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), and services.

Tenant Payment. A utility allowance based upon a schedule of allowable consumption will be deducted from the tenant rent to determine the tenant payment at Wertz Avenue, Piedmont Road, Coal Branch Heights, Scattered Sites, and any other units where the utilities are individually metered. The resident will be responsible for all utilities, including fees for hook up, with the exception of the sanitation fee. The resident shall make payment for utilities

directly to the utility companies involved.

C. Disabled Person

Disabled person means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or is handicapped as defined in this section. Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(l)(1) of the title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
3. In 42CFR 6001 the definition of developmental disability means a severe, chronic disability of a person 5 years of age or older
  - a. is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - b. is manifested before the person attains age twenty-two;
  - c. is likely to continue indefinitely;
  - d. results in substantial functional limitation in three or more of the following areas of major life activity; (i) self-care, (ii) receptive and expressive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; and
  - e. reflects the person's need for a combination and sequence of special interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired

conditions with a high probability of resulting in developmental disabilities if services are not provided.

D. Displaced Family

Displaced family means a person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

E. Elderly Family

Elderly family means a family whose head of household or spouse of the head of household or whose sole member is at least sixty-two years of age or disabled as defined in this section, or handicapped as defined in this section, and may include another person who is determined to be essential to his or her care and well-being.

F. Live-In Aide - is defined as a person who resides with an elderly, disabled or handicapped person and who (1) is determined by the Authority through the certificate of a licensed physician to be essential to the care and well-being of the person, (2) is not obligated to support the person, and (3) would not be living in the unit except to provide necessary supportive services.

G. Discretionary Preference for near Elderly Families: means a family whose head of household or spouse of head of household is a least 50 years of age but below age of 62. This preference can only be given to otherwise eligible applicants when the Authority determines that there are not enough elderly families to occupy such dwelling units. This cannot exceed 15% of the total vacated units for a one (1) year period for all developments.

H. Family

Family means (1) two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship; (2) an Elderly Family as defined in this part; (3) the remaining member of a resident family, or a member of the initial family unit, such as a spouse or child; (4) a Displaced Person; (5) a Single, Pregnant Woman, (6) a single person evidence that he or she is in the process of securing legal custody of any individual who has not attained the age of 18; and (7) those persons who, under West Virginia State law, are legally bound by any contract they may execute by law.

I. ADJUSTED FAMILY INCOME

Adjusted family income means total family income less the following allowances, determined in accordance with HUD instruction:

1. \$480 for each dependent;
2. \$400 for any elderly family;
3. For any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of three percent of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;
4. For any Elderly Family.
  - a. That has no handicapped assistance expenses an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income;
  - b. That has handicapped assistance expenses greater than or equal to three percent of Annual Income, an allowance for handicapped assistance expenses computed in accordance with paragraph  of this section, plus an allowance for medical expenses that is equal to the family's medical expenses.
  - c. That has handicapped assistance expenses that are less than three percent of annual income, an allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income; and
5. Child care expenses, amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which Annual Income is computed, but only where such care is necessary to enable a Family member to 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

J. Full-Time Student

Full-time student means a person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended, including vocational schools with a diploma or certificate program and institutions offering college degrees.

K. Gross Income

Gross income means total family income as defined in this section.

L. Tenant Rent

The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance called the "Tenant Payment".

M. Head of Household

Head of household means the family member who is held responsible and accountable for the family.

N. Spouse

Spouse means the husband or wife of the head of household.

O. Single Pregnant Woman

Means a woman visibly showing evidence of pregnancy or providing a licensed physician's statement of early pregnancy. If abort or miscarriage occurs prior to offer of unit, the applicant is ineligible to be housed, however if abort or miscarriage after admission the applicant is the remaining member of a tenant family.

P. Temporary, Nonrecurring or Sporadic Income:

Temporary, nonrecurring or sporadic income includes the following income, which shall be excluded when computing annual income:

1. Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.

2. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workman's compensation, capital gains, and settlements for personal or property losses.
3. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the United States Government to a veteran, for use in meeting the cost of tuition, fees, books, materials, equipment supplies, transportation, and miscellaneous personal expenses. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.
4. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
5. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1964.
6. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
7. Payments received by participants in other publicly-assisted programs as reimbursement for out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, and so forth) which are made solely to allow participation in a specific program and cannot be used for other purposes.
8. Training Programs - Job Training Partnership Act (JTPA); Plan to Achieve Self Support (PASS); etc.

Q. Total Family Income

Total family income means income from all sources of (1) the head of the household and spouse, and (2) each additional member of the family residing in the household who is at least 18 years of age, anticipated to be received during the twelve months following admission or reexamination of family income, exclusive of the income of (other than the head or spouse) and income which is temporary, nonrecurring or sporadic as defined in this section. Total family income shall include that portion of the income of the head of household or his/her spouse temporarily absent which, in the determination of the Authority, is (or should be) available to meet the family's needs. Total family income includes, but is not limited to, the following:

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 operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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 will be 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 shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included, 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 shall include the greater of the actual income derived from all new 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 payment received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay.
6. Welfare Assistance. 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 shall consist of:
  - (l) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(ii) The maximum 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 paragraph shall be the amount resulting from one application of the percentage;

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

8. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in dwelling) who is head of the family, spouse.

R. Utilities

Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone or television cable service is not included as a utility allowance.

S. Priorities

In selecting tenants, the following priorities will be applicable and given equal weight:

1. Families with at least one adult who is employed. This preference is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work.

2. Families whose adult members are participants in educational and training programs designed to prepare the individual for the job market.

**XIV. RENT COLLECTION POLICY**

A. The Director of Housing and the Management Office shall obtain a copy of a delinquent list at the end of the 5th day of every month.

B. Tenant ledgers shall be checked on a daily basis thereafter against the delinquent list for payments received.

C. The Authority will not accept partial payments toward rent balances unless prearranged prior to the due date of such rental charges. Partial payments

toward charges other than rent will be accepted, however immediate arrangements must be made for payment of the balance.

When applicable, referrals can be made to the Department of Human Services for assistance with the tenant's immediate financial problem.

- D.
1. On the 5th day of each month, applicable delinquent notices or reminder notices shall be mailed by the Development Manager Office giving the tenant the amount due and reminding the tenant that a \$10.00 late charge will be added to his/her account if payment is not received before 2:00 P.M. on the 10th day of the month.
  2. If payment is not received within the above mentioned ten days from the first day of each month, a late charge of \$10.00 is posted (charged) to the tenant's delinquent balance.
  3. A "Late Rent Termination Notice" is either sent by U.S. Mail to the tenant as final notification on the 12th day of the month, or the notice will be hand-delivered.
  4. A thirty (30) day "Notice to Vacate" will be sent by U.S. mail to the tenant as final notification of other charges due which exclude rent (i.e. maintenance charges, excess utility surcharges, cable, etc.). This notice may also be hand-delivered.
  5. Proper documentation is then delivered to Magistrate Court fourteen days following the "Late Rent Termination Notice" and thirty days following the "Notice to Vacate", if the tenant has not vacated upon termination of the Dwelling Lease with the Authority. Once legal proceedings have been initiated, rent will not be accepted from tenant unless the total amount owed, including legal, late, or other fees, is paid.
- E. Legal action shall be taken on what is considered chronic delinquency. The time period will vary with consideration being given to the individual tenant's reasons, present circumstances, tenant's response to the Authority's correspondence concerning delinquency, personal contact, and past experience concerning rental payments.
- Eviction action taken against a resident twice (including eviction actions for charges other than rent) in a twelve (12) month period will result in eviction. The amount of rent owed plus court costs remain due and payable.
- F. If a resident moves out or is evicted, such resident is required to pay charges owed. Failure to pay these charges in full upon move-out will result in the

Authority pursuing available avenues for collection, which may include turning the account over to a collection agency. Such resident will not be eligible to participate in any federal housing assistance programs administered by the Authority as long as any amounts are owed to the Authority.

## **XV. PROCEDURES FOR NON-CITIZENS**

### **A. Termination due to Ineligible Immigrant Status**

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

### **B. Temporary Deferral of Termination of Assistance**

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. The Authority must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

### **C. Criteria for Approving Temporary Deferral of Termination of Assistance**

The Authority will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard based on HQS, of appropriate size based on HQS, and for which the rent plus utilities is no more than 25% greater than the Authority calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the Authority will:

Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the Authority's data indicates that units are not available at the affordable rent, the deferral will be renewed.

Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.

Automatically grant and extend temporary deferral of termination of assistance so long as the market for affordable housing is limited in the jurisdiction.

The initial deferral interval shall be granted on the family's request. Subsequent requests for deferral shall be granted on the basis of the family's statement that they are making efforts to find affordable housing, so long as the supply of affordable housing in the area remains low as determined by comparing 125% of Total Tenant Payment to the data in Authority's Rent Reasonableness System.

D. Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

E. False or Incomplete Information

When the Authority has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the Authority may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The Authority will then verify eligible status, deny, terminate, or prorate as applicable.

The Authority will deny or terminate assistance based on the submission of false

information or misrepresentations.

F. Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the Authority either after the INS appeal or in lieu of the INS appeal.

After the Authority has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

## **XVI. STATEMENT OF OCCUPANCY PROCEDURES**

A. Receipt Of Applications

Every Application for admission constitutes the basic legal record which supports the Authority's determinations of eligibility status, rent, and size of unit for which the applicant and/or resident is qualified. The Application for Admission also constitutes the basis for establishing the applicant's priority status for selection. The following procedures shall be followed in processing all applications:

1. All entries by applicants and Authority personnel are to be made in indelible ink or pencil, or typed.
2. Any changes are to be made by drawing a single line through the original entries and entering the correct data. The reason and authority for each change shall be noted in the record, which then shall be dated and initialed by the person making the change.
3. The date and time of receipt of each Application for Admission shall be shown in the top right-hand corner.
4. When the applicant/resident and interviewer have insured that every blank is completed (exclusive of those provided for Authority determinations) both shall sign and date the application in the appropriate spaces. No blanks shall be left open. Those which are inapplicable to a particular applicant/resident shall be completed with "N/A" (inapplicable), "NO" or "NONE".
5. If during the interview it becomes obvious that the applicant definitely is ineligible, he should be so informed and should be told the reasons. His/her

application then shall be classified as "ineligible". The file shall be documented to show when and how the applicant was informed of the reasons for ineligibility.

6. The active applications and all materials relating to them are to be kept current at all times and shall be arranged in the following order:
  - a. Pending Verification - by bedrooms needed and then within chronological sequence.
  - b. Inactive and Ineligible Applicants shall be filed alphabetically by year in which, the applicant was deactivated or determined ineligible.

NOTE:

All active application files shall be purged no less than once a year. Letters shall be sent to each applicant informing he or she that unless he or she confirms he or she continued interest in a dwelling within a specific length of time his/her application will be retired from the active file. Undelivered letters with their envelopes shall be attached to the respective applications as evidence of the unsuccessful efforts to locate the applicants. Each retired application shall be documented with the date of retirement, the reason for it, and the initials of the person who makes the determination. It shall show the dates of any telephone calls, personal contacts, etc., and the results of the same.

Notification to Eligible Applicants: Each applicant determined to be eligible for admission shall be notified of he or she eligibility status and shall be given information regarding his/her status on the waiting list. This notice may be given either in writing or verbally, and the application must be documented to show when and how the notice was given or attempted to be given. Three (3) separate attempts at providing such notice shall be deemed sufficient whether successful or not.

B. Required Verifications and Documentation of Application Data

It is imperative to verify all claims made by each applicant/resident so that proper determinations can be made of eligibility, rent and unit size needed. Complete and accurate documentation of all data must be maintained at all times. This includes, but is not limited to:

1. Authoritative written information from all sources concerning income, exclusions, deductions and exemptions. Income shall be verified by the source from which it is derived **including the use of HUD's EIV/TASS (amended 09/22/05)**; expenses shall be verified by the recipients of such payments.

2. Reproductions or carbon copies of documents which substantiate the applicant's/resident's claims or a brief summary of the pertinent contents. The summaries shall be signed and dated by the staff member who examined them.
3. Notarized financial statements showing all income, itemized expenses (do not allow costs of business expansion and amortization of capital indebtedness) and net income of every self-employed person.
4. Written records of all data obtained by telephone, personal interview, or other means, showing source of information, date and method received, and signature of person by who received.
5. Birth certificates, driver's licenses, etc., to support claims of age in establishing preferences of admission, exemptions for minors, and exclusion of income for persons under 18 years of age.
6. Social Security disability award letters, Pensions and Security Certification of Grant for Total and Permanent Disability, or licensed physician certification that all conditions of disability or handicap, as prescribed by the Social Security definitions, are present to support any claim of disability or handicap.
7. ~~Copies of records of official discharge papers of Veterans or Servicemen's preference.~~ (n/a – not a preference (amended 11/2006))
8. Official eviction notices to support any priority for displacement by government action or involuntarily displaced through no fault of the applicant/resident.
9. Documentary proof that an applicant/resident, if claimed for priority purposes, actually occupies a dwelling which is unsafe, unsanitary or overcrowded; that he actually is without or about to be without housing through no fault of his/her own. This verification is needed to support any determination of "Urgency of Housing Need" as a priority item.
10. Bank statements, bank books, stock certificates, and copies of tax returns or real estate, and registers of bonds to support any claims to assets.
11. Written records of all determinations and the methods used in making such determinations.
12. Verification of social security numbers for all family members six (6)

years of age or older. Metal social security cards or handwritten verification are not acceptable forms of verification.

C. Summary of Verified Data

Verification information is to be checked as it is received. If it is incomplete, immediate steps shall be taken to obtain correct and complete information. Every resource available to the Authority shall be used to acquire all of the needed information.

If, during the interview, it becomes obvious that the applicant is ineligible, the investigation shall be discontinued and the applicant shall be notified of his/her ineligibility and the reason(s) for it. A summary of the verified information shall be prepared immediately and shall include the following determinations:

1. Eligibility: Qualifies as a Family:  
Income is within the appropriate income limit for admission/continued occupancy, and Net Assets are within the established maximum income limits.
2. Preference status and urgency of housing need.
3. Size of unit needed by family.
4. Rent to be paid.

D. Rechecking Verified Findings Prior to Admission

If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged are not more than ONE MONTH OLD at the time an applicant is selected for admission and the applicant states that no change has occurred in his/her status, the data will be considered as reflecting the applicant's status at the time of admission. If the data on file are less than two (2) MONTHS OLD, inquiries are to be made of the applicant, his/her replies are to be recorded, and any reported changes which may affect this eligibility, preference rating, rent and unit size are to be reverified prior to leasing. If the data on file are more than two (2) MONTHS OLD, all factors are to be reverified and findings recorded.

E. Application Pool and Resident Selection

1. Bedroom Size

2. Preferences
3. Date and Time

The applicant at the top of the community-wide list shall be offered an appropriate unit at the location containing the largest number of vacancies. If such offer is rejected, he/she shall be offered a unit at the location containing the next largest number of vacancies. If he/she rejects three (3) such offers his/her application shall be moved to the bottom of the non preference/priority waiting list and application date and time that corresponds with the last refusal. Upon refusal of three (3) additional units, including any in neighborhoods previously refused, the applicant shall be removed from the active waiting list and classified inactive for a period of twelve (12) months. If he/she presents satisfactory evidence that acceptance of any offered unit will result in undue hardship which is NOT related to race, creed, national origin or religion, handicap, familial status, the refusal shall not count as a rejection. Every application shall contain a record of every vacancy offered, identification of the development and unit, and the date and circumstances of each offer, rejection and acceptance.

F. Annual and Biannual Reexaminations

Absolute control records shall be maintained to insure every resident being reexamined within the statutory time limits. Each resident shall be required to file a completed Application for Continued Occupancy no later than two months prior to the Date of Reexamination. Verifications shall be obtained as listed above, determinations made, and the resident shall be notified, in writing, (a copy to be retained in his file) no later than 30 days prior to the Date of Reexamination of the following determinations:

1. Eligibility Status - If ineligible and the Authority has identified for possible rental a suitable unit at a rent not exceeding 30 percent of family income, he/she must be issued a written notice to vacate, allowing him/her no more than two months from the Date of Reexamination to move from the development. He/She should be advised that he/she must present written authoritative evidence of any inability to obtain and maintain such identified standard private housing that is within his financial reach to justify any extension of his tenancy.
2. Any change in rent and the date on which it becomes effective.
3. Any change required in the size of dwelling occupied.
4. Any instance of misrepresentation or noncompliance with the terms of

his/her lease and the corrective or punitive action (s) to be taken.

G. Misrepresentation by the Resident

If a resident is found to have made misrepresentations at any time which resulted in his/her being classified as eligible, when, in fact, he/she was ineligible, and the misrepresentation resulted in his/her paying a lower rent than was appropriate, he/she shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the Authority may take such other action as it deems advisable, including termination of tenancy.

H. Compliance With Equal Opportunity Requirements for Posting Certain Materials.

There shall be maintained in every management office waiting room a large bulletin board which accommodates the following material in such a manner as to be readily available to all visitors:

1. Statement of Admission and Continued Occupancy Policies and Procedures incorporating the Selection and Assignment Plan.
2. Directory of Developments, including names, perimeter streets, number of units by bedroom size, number of units specifically designed for the elderly, addresses of management offices and office hours.
3. Income Limits
4. Utility Allowances
5. Current schedule of routine maintenance charges
6. Lease Form
7. Grievance Procedure
8. Fair Housing Poster
9. Resident Handbook
10. Resident Oriented Notices



<b>Signature of Executive Director</b>				<b>Date(mm/dd/yyyy)</b>	<b>Signature of Public Housing Director</b>		<b>Date (mm/dd/yyyy)</b>
<b>form HUD-52837</b>							

**Annual Statement/  
Performance and Evaluation Report**  
Part I: Summary  
**Comprehensive Grant Program (CGP)**

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

OMB Approval No. 2577-0157 (exp. 7/31/95)

PHA/IHA Name <b>KANAWHA COUNTY HOUSING &amp; REDEVELOPMENT AUTHORITY</b>	Comprehensive Grant Number WV15P03650105	FFY of Grant Approval <b>2005</b>
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Original Annual Statement   
  Reserve for Disaster/Emergencies   
  Revised Annual Statement/Revision Number   
  Performance and Evaluation Report for Program Year End  
 Final Performance and Evaluation Report   
 **9/30/2006**

Line No.	Summary by Development Account	Total Estimated Cost		Actual Costs (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration	\$6,900.00	\$6,900.00	\$6,900.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$15,000.00	\$11,500.00	\$11,500.00	\$11,500.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$15,000.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment-Nonexpendable	\$101,567.00	\$120,067.00	\$120,067.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1498 Mod Used for Development	\$0.00	\$0.00	\$0.00	\$0.00
18	1502 Contingency (may not exceed 8% of 16)	\$0.00	\$0.00	\$0.00	\$0.00
19	<b>Amount of Annual Grant (Sum of lines 2-15)</b>	<b>\$138,467.00</b>	<b>\$138,467.00</b>	<b>\$138,467.00</b>	<b>\$11,500.00</b>
20	Amount of line 19 Related to LBP Activities	\$0.00			
21	Amount of line 19 Related to Section 504 Compliance	\$0.00			
22	Amount of line 19 Related to Security	\$0.00			
23	Amount of line 19 Related to Energy Conservation	\$0.00			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date **Mark E. Taylor, Executive Director**

Signature of Public Housing Director or Office of Native American Programs Administrator

**X** Date:

**X**

I certify this document is correct for Executive Director's Signature: \_\_\_\_\_

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
DUNBAR	a. Screen Door Replacement	1465	1 Lot	\$0.00	\$20,680.00	\$20,680.00	\$0.00	IN PROGRESS
	b. Bathroom Renovations	1465	1 Lot	\$0.00	\$35,253.00	\$35,253.00	\$0.00	IN PROGRESS
	c. Hot Water Tank Replacement	1465	1 Lot	\$8,750.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$8,750.00	\$55,933.00	\$55,933.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

form HUD-52837 (10/96)

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

U.S. Department of Housing  
 and Urban Development

**2005**

Office of Public and Indian Housing

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
RAND	a. Screen Door Replacement	1465	1 Lot	\$49,067.00	\$38,352.00	\$38,352.00	\$0.00	IN PROGRESS
	b. Bathroom Renovations	1465	1 Lot	\$22,500.00	\$25,782.00	\$25,782.00	\$0.00	IN PROGRESS
	SUBTOTAL			\$71,567.00	\$64,134.00	\$64,134.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

form HUD-52837 (10/96)

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

U.S. Department of Housing  
 and Urban Development

**2005**

Office of Public and Indian Housing

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Administration	a. Administration Salaries	1410	1	\$6,900.00	\$6,900.00	\$6,900.00	\$0.00	PLANNED
	SUBTOTAL			\$6,900.00	\$6,900.00	\$6,900.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGF Part II: Supporting Pages**

U.S. Department of Housing  
 and Urban Development

**2005**

Office of Public and Indian Housing

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Operations	a. Site Improvements	1450	1	\$15,000.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$15,000.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A & E Services	1430	1	\$15,000.00	\$11,500.00	\$11,500.00	\$11,500.00	Complete
	SUBTOTAL			\$15,000.00	\$11,500.00	\$11,500.00	\$11,500.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report

Performance and Evaluation Report  
 Part III: Implementation Schedule  
 Comprehensive Grant Program (CGP)

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

Number/Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates 3/
	Original	Revised 3/	Actual 3/	Original	Revised 3/	Actual 3/	
WV 1-1 Washington Manor	09/30/07			09/30/09			
WV 1-2 Littlepage Terrace	09/30/07			09/30/09			
WV 1-3 Orchard Manor	09/30/07			09/30/09			
WV 1-4 Lee Terrace	09/30/07			09/30/09			
WV1-5 Jarrett Terrace	09/30/07			09/30/09			
WV 1-7 Oakhurst & Hillcrest Villages	09/30/07			09/30/09			
WV 1-8 South Park Village	09/30/07			09/30/09			
WV 1-11 Carroll Terrace	09/30/07			09/30/09			
WV 1-12 Lippert Terrace	09/30/07			09/30/09			
WV 1-20 Scattered Sites	09/30/07			09/30/09			
PHA Wide Management	09/30/07			09/30/09			

Signature of Executive Director _____ Date(mm/dd/yyyy)	Signature of Public Housing Director _____ Date (mm/dd/yyyy)
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**Annual Statement/**

**Performance and Evaluation Report**

**Part I: Summary**

**Comprehensive Grant Program (CGP)**

**U. S. Department of Housing**

**and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 7/31/95)

PHA/IHA Name <b>Charleston Housing Authority</b>	Comprehensive Grant Number WV150P00150105	FFY of Grant Approval <b>2005</b>
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Original Annual Statement     
  Reserve for Disaster/Emergencies     
  Revised Annual Statement/Revision Number     
  Performance and Evaluation Report for Program Year End  
 Final Performance and Evaluation Report **9/30/2006**

Line No.	Summary by Development Account	Total Estimated Cost		Actual Costs (2)	
		Original	Revised (2)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$20,000.00	\$20,000.00	\$5,227.86	\$5,227.86
4	1410 Administration	\$210,834.00	\$210,834.00	\$30,750.81	\$30,750.81
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$170,484.00	\$132,757.00	\$132,757.00	\$17,645.23
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$213,173.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,173,850.00	\$684,750.00	\$330,750.00	\$49,745.19
11	1465.1 Dwelling Equipment-Nonexpendable	\$200,000.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$60,000.00	\$977,500.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$60,000.00	\$60,000.00	\$972.20	\$972.20
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1498 Mod Used for Development	\$0.00	\$22,500.00	\$22,500.00	\$0.00
18	1502 Contingency (may not exceed 8% of 16)	\$0.00	\$0.00	\$0.00	\$0.00
19	<b>Amount of Annual Grant (Sum of lines 2-15)</b>	\$2,108,341.00	\$2,108,341.00	\$522,957.87	\$104,341.29
20	Amount of line 19 Related to LBP Activities	\$0.00			
21	Amount of line 19 Related to Section 504 Compliance	\$0.00			
22	Amount of line 19 Related to Security	\$0.00			
23	Amount of line 19 Related to Energy Conservation	\$0.00			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date <b>Mark E. Taylor, Executive Director</b>	Signature of Public Housing Director or Office of Native American Programs Administrator
<input checked="" type="checkbox"/> Date:	<input checked="" type="checkbox"/>

I certify this document is correct for Executive Director's Signature: \_\_\_\_\_

**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
Washington Manor WV 1-1	a. Wade Pond	1450	2	\$80,000.00	\$0.00	\$0.00	\$0.00	N/A
	b. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	c. Sidewalk Upgrades	1450	4,327 LF	\$108,173.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$190,673.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP)**                      **Part II: Supporting Pages**

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

**2005**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Littlepage Terrace WV 1-2	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Roof Replacement	1460	10	\$514,200.00	\$0.00	\$0.00	\$0.00	N/A
	c. Common Area Door Replacement(Glass)	1460	41	\$106,600.00	\$0.00	\$0.00	\$0.00	N/A
	<b>SUBTOTAL</b>			<b>\$623,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Orchard Manor	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
WV 1-3	b. Switzer Center Sound Proofing	1470	1	\$60,000.00	\$0.00	\$0.00	\$0.00	N/A
	c. Roof Replacement	1460	17	\$178,400.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$240,900.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

**U.S. Department of Housing and Urban Development**      **2005**  
 Office of Public and Indian Housing

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Lee Terrace WV 1-4	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Air Handler Upgrade	1465.1	1	\$55,000.00	\$0.00	\$0.00	\$0.00	N/A
	c. Common Area Blinds	1460	1	\$4,500.00	\$0.00	\$0.00	\$0.00	N/A
	d. Replace Trash Compactor	1460	1	\$25,000.00	\$0.00	\$0.00	\$0.00	N/A
	e. Security Card System Upgrade	1460	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	PLANNED
	f. Security Camera Upgrade	1460	1	\$0.00	\$60,000.00	\$0.00	\$0.00	PLANNED
	<b>SUBTOTAL</b>			<b>\$107,000.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP)**

**Part II: Supporting Pages**

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

**2005**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Jarrett Terrace WV 1-5	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Air Handler Upgrade	1465.1	1	\$55,000.00	\$0.00	\$0.00	\$0.00	N/A
	c. Common Area Blinds	1460	1	\$4,500.00	\$0.00	\$0.00	\$0.00	N/A
	d. Security Card System Upgrade	1460	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	PLANNED
	e. Security Camera Upgrade	1460	1	\$0.00	\$60,000.00	\$0.00	\$0.00	PLANNED
	<b>SUBTOTAL</b>			<b>\$82,000.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Hillcrest Oakhurst Villages WV 1-7	a. Flag Pole - Hillcrest	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Flag Pole - Oakhurst	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	<b>SUBTOTAL</b>			<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
South Park Village WV 1-8	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Air Conditioning	1460	80	\$250,750.00	\$330,750.00	\$330,750.00	\$49,745.19	PLANNED
	SUBTOTAL			\$253,250.00	\$330,750.00	\$330,750.00	\$49,745.19	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Carroll Terrace WV 1-11	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Air Handler Upgrade	1465.1	1	\$90,000.00	\$0.00	\$0.00	\$0.00	N/A
	c. Common Area Blinds	1460	1	\$4,500.00	\$0.00	\$0.00	\$0.00	N/A
	d. Security Card System Upgrade	1460	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	PLANNED
	e. Security Camera Upgrade	1460	1	\$0.00	\$60,000.00	\$0.00	\$0.00	PLANNED
	<b>SUBTOTAL</b>			<b>\$117,000.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
Lippert Terrace WV 1-23	a. Flag Pole	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	N/A
	b. Common Area Blinds	1460	1	\$5,400.00	\$0.00	\$0.00	\$0.00	N/A
	c. Security Card System Upgrade	1460	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	PLANNED
	d. Security Camera Upgrade	1460	1	\$0.00	\$60,000.00	\$0.00	\$0.00	PLANNED
	e. Community Room Ceiling	1460	1	\$0.00	\$16,000.00	\$16,000.00	\$0.00	IN PROGRESS
	<b>SUBTOTAL</b>			<b>\$27,900.00</b>	<b>\$96,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
Piedmont Coal Branch WV 1-14	a. No work planned			\$0.00	\$0.00	\$0.00	\$0.00	N/A
	<b>SUBTOTAL</b>			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
Scattered Sites WV 1-20	a. No work planned			\$0.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

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**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A&E Services	1430	1	\$170,484.00	\$132,757.00	\$132,757.00	\$17,645.23	IN PROGRESS
	SUBTOTAL			\$170,484.00	\$132,757.00	\$132,757.00	\$17,645.23	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE MANAGEMENT IMPROVEMENTS	a. Staff Training	1408	1	\$10,000.00	\$10,000.00	\$233.45	\$233.45	IN PROGRESS
	b. Marketing/Advertising	1408	1	\$10,000.00	\$10,000.00	\$4,994.41	\$4,994.41	IN PROGRESS
	SUBTOTAL			\$20,000.00	\$20,000.00	\$5,227.86	\$5,227.86	

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form HUD-52837 (10/96)

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Administration	a. Administration Salaries	1410	1	\$106,377.00	\$106,377.00	\$0.00	\$0.00	PLANNED
	b. Fringes	1410	1	\$48,800.00	\$48,800.00	\$12,024.45	\$12,024.45	IN PROGRESS
	d. Marketing Salaries	1410	1	\$38,121.00	\$38,121.00	\$12,996.04	\$12,996.04	IN PROGRESS
	e. Fringes	1410	1	\$17,536.00	\$17,536.00	\$5,730.32	\$5,730.32	IN PROGRESS
	SUBTOTAL			\$210,834.00	\$210,834.00	\$30,750.81	\$30,750.81	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Operations	a. No work planned			\$0.00	\$0.00	\$0.00	\$0.00	N/A
	b. Mod use for Development	1498	1 lot	\$0.00	\$22,500.00	\$22,500.00	\$0.00	PLANNED
	c. Central Supply/ Admin. Bldg	1498	1 lot	\$0.00	\$977,500.00	\$0.00	\$0.00	PLANNED
	SUBTOTAL			\$0.00	\$1,000,000.00	\$22,500.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Nondwelling	a. Equipment	1475	1	\$60,000.00	\$60,000.00	\$972.20	\$972.20	PLANNED
	b. High Rise Security Panel	1460	1	\$0.00	\$18,000.00	\$0.00	\$0.00	PLANNED
	SUBTOTAL			\$60,000.00	\$78,000.00	\$972.20	\$972.20	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report Page



<b>Signature of Executive Director</b>				<b>Date(mm/dd/yyyy)</b>	<b>Signature of Public Housing Director</b>		<b>Date (mm/dd/yyyy)</b>
<b>form HUD-52837</b>							



**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
DUNBAR	a. Screen Door Replacement	1465	1 Lot	\$0.00	\$22,630.00	\$22,630.00	\$0.00	IN PROGRESS
	b. Bathroom Renovations	1465	1 Lot	\$112,131.00	\$34,081.00	\$34,081.00	\$0.00	IN PROGRESS
	c. Tile Floor Upgrade Replacement	1465	1 Lot	\$0.00	\$31,625.00	\$31,625.00	\$0.00	IN PROGRESS
	SUBTOTAL			\$112,131.00	\$88,336.00	\$88,336.00	\$0.00	

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(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

form HUD-52837 (10/96)

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CG Part II: Supporting Pages)**

U.S. Department of Housing  
 and Urban Development

**2006**

Office of Public and Indian Housing

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
RAND	a. Floor Tile Upgrade	1465	1 Lot	\$0.00	\$17,829.00	\$17,829.00	\$0.00	IN PROGRESS
	SUBTOTAL			\$0.00	\$17,829.00	\$17,829.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Administration	a. Administration Salaries	1410	1	\$8,000.00	\$13,966.00	\$8,000.00	\$0.00	PLANNED
	SUBTOTAL			\$8,000.00	\$13,966.00	\$8,000.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Page

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**52837-99**

ref Handbook 7485.3

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A & E Services	1430	1	\$12,000.00	\$12,000.00	\$11,000.00	\$6,894.26	In Progress
	SUBTOTAL			\$12,000.00	\$12,000.00	\$11,000.00	\$6,894.26	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report

Performance and Evaluation Report  
 Part III: Implementation Schedule  
 Comprehensive Grant Program (CGP)

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

Number/Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates 3/
	Original	Revised 3/	Actual 3/	Original	Revised 3/	Actual 3/	
WV 1-1 Washington Manor	07/18/08			07/18/10			
WV 1-2 Littlepage Terrace	07/18/08			07/18/10			
WV 1-3 Orchard Manor	07/18/08			07/18/10			
WV 1-4 Lee Terrace	07/18/08			07/18/10			
WV1-5 Jarrett Terrace	07/18/08			07/18/10			
WV 1-7 Oakhurst & Hillcrest Villages	07/18/08			07/18/10			
WV 1-8 South Park Village	07/18/08			07/18/10			
WV 1-11 Carroll Terrace	07/18/08			07/18/10			
WV 1-12 Lippert Terrace	07/18/08			07/18/10			
WV 1-20 Scattered Sites	07/18/08			07/18/10			
PHA Wide Management	07/18/08			07/18/10			

Signature of Executive Director	Date(mm/dd/yyyy)	Signature of Public Housing Director	Date (mm/dd/yyyy)
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**Annual Statement/**

**U. S. Department of Housing**

**Performance and Evaluation Report**

**and Urban Development**

**Part I: Summary**

Office of Public and Indian Housing

**Comprehensive Grant Program (CGP)**

OMB Approval No. 2577-0157 (exp. 7/31/95)

PHA/IHA Name <b>Charleston Housing Authority</b>	Comprehensive Grant Number WV15P00150106	FFY of Grant Approval <b>2006</b>
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Original Annual Statement    
  Reserve for Disaster/Emergencies    
  Revised Annual Statement/Revision Number    
  Performance and Evaluation Report for Program Year End  
 Final Performance and Evaluation Report    
 **9/30/2006**

Line No.	Summary by Development Account	Total Estimated Cost		Actual Costs (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00			
2	1406 Operations	\$0.00			
3	1408 Management Improvements	\$18,000.00			
4	1410 Administration	\$210,834.00			
5	1411 Audit	\$0.00			
6	1415 Liquidated Damages	\$0.00			
7	1430 Fees and Costs	\$40,331.00			
8	1440 Site Acquisition	\$0.00			
9	1450 Site Improvement	\$0.00			
10	1460 Dwelling Structures	\$1,621,579.00			
11	1465.1 Dwelling Equipment-Nonexpendable	\$0.00			
12	1470 Nondwelling Structures	\$0.00			
13	1475 Nondwelling Equipment	\$40,000.00			
14	1485 Demolition	\$0.00			
15	1490 Replacement Reserve	\$0.00			
16	1495.1 Relocation Costs	\$0.00			
17	1498 Mod Used for Development	\$0.00			
18	1502 Contingency (may not exceed 8% of 16)	\$0.00			
19	<b>Amount of Annual Grant (Sum of lines 2-15)</b>	\$1,930,744.00	\$0.00		
20	Amount of line 19 Related to LBP Activities	\$0.00	\$0.00		
21	Amount of line 19 Related to Section 504 Compliance	\$0.00	\$0.00		
22	Amount of line 19 Related to Security	\$0.00	\$0.00		
23	Amount of line 19 Related to Energy Conservation	\$0.00	\$0.00		

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date <b>Mark E. Taylor, Executive Director</b>  <b>X</b> Date:	Signature of Public Housing Director or Office of Native American Programs Administrator  <b>X</b>
---	--

I certify this document is correct for Executive Director's Signature: \_\_\_\_\_

**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Washington Manor WV 1-1	a. No work planned							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report



**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Orchard Manor WV 1-3	a. No work planned							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

**U.S. Department of Housing and Urban Development**      **2006**  
 Office of Public and Indian Housing

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Lee Terrace WV 1-4	a. Sprinkler System	1460	60,588sqft	\$288,835.00				
	SUBTOTAL			\$288,835.00	\$0.00			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP)**

**Part II: Supporting Pages**

**U.S. Department of Housing and Urban Development**  
**2006**  
 Office of Public and Indian Housing

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Jarrett Terrace WV 1-5	a. Sprinkler System	1460	63,948sqft	\$307,342.00				
	SUBTOTAL			\$307,342.00	\$0.00			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Hillcrest Oakhurst Villages WV 1-7	a. No work planned							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
South Park Village WV 1-8	a. No work planned							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2006**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Carroll Terrace WV 1-11	b. Sprinkler System	1460	121,654 sqft	\$624,698.00				
	SUBTOTAL			\$624,698.00	\$0.00			

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**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Lippert Terrace WV 1-23	a. Sprinkler System	1460	445,104 sqft	\$400,704.00				
	SUBTOTAL			\$400,704.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Piedmont Coal Branch WV 1-14	a. No Work Planned							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A&E Services	1430	1	\$40,331.00				
	SUBTOTAL			\$40,331.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE MANAGEMENT IMPROVEMENTS	a. Staff Training	1408	1	\$10,000.00				
	b. Marketing/Advertising	1408	1	\$8,000.00				
	SUBTOTAL			\$18,000.00	\$0.00	\$0.00	\$0.00	

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form HUD-52837 (10/96)

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Administration	a. Administration Salaries	1410	1	\$106,377.00	\$106,377.00			
	b. Fringes	1410	1	\$48,800.00	\$48,800.00			
	c. Marketing Salaries	1410	1	\$38,121.00	\$38,121.00			
	d. Fringes	1410	1	\$17,536.00	\$17,536.00			
	SUBTOTAL			\$210,834.00	\$210,834.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Operations	a. No Work Planned							
	SUBTOTAL			\$0.00				

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form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation



**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Nondwelling	a. Equipment	1475	1	\$40,000.00				
	SUBTOTAL			\$40,000.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report Page

Performance and Evaluation Report  
 Part III: Implementation Schedule  
 Comprehensive Grant Program (CGP)

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

Number/Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates 3/
	Original	Revised 3/	Actual 3/	Original	Revised 3/	Actual 3/	
WV 1-1 Washington Manor	09/30/09			09/30/11			
WV 1-2 Littlepage Terrace	09/30/09			09/30/11			
WV 1-3 Orchard Manor	09/30/09			09/30/11			
WV 1-4 Lee Terrace	09/30/09			09/30/11			
WV1-5 Jarrett Terrace	09/30/09			09/30/11			
WV 1-7 Oakhurst & Hillcrest Villages	09/30/09			09/30/11			
WV 1-8 South Park Village	09/30/09			09/30/11			
WV 1-11 Carroll Terrace	09/30/09			09/30/11			
WV 1-12 Lippert Terrace	09/30/09			09/30/11			
WV 1-20 Scattered Sites	09/30/09			09/30/11			
PHA Wide Management	09/30/09			09/30/11			

Signature of Executive Director	Date(mm/dd/yyyy)	Signature of Public Housing Director	Date (mm/dd/yyyy)
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**Annual Statement/**

**U. S. Department of Housing**

**Performance and Evaluation Report**

**and Urban Development**

**Part I: Summary**

Office of Public and Indian Housing

**Comprehensive Grant Program (CGP)**

OMB Approval No. 2577-0157 (exp. 7/31/95)

PHA/IHA Name <b>Charleston-Kanawha Housing Authority</b>	Comprehensive Grant Number	FFY of Grant Approval <b>2007</b>
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Original Annual Statement     
  Reserve for Disaster/Emergencies     
  Revised Annual Statement/Revision Number     
  Performance and Evaluation Report for Program Year End  
 Final Performance and Evaluation Report

**9/30/2006**

Line No.	Summary by Development Account	Total Estimated Cost		Actual Costs (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00			
2	1406 Operations	\$0.00			
3	1408 Management Improvements	\$10,000.00			
4	1410 Administration	\$210,834.00			
5	1411 Audit	\$0.00			
6	1415 Liquidated Damages	\$0.00			
7	1430 Fees and Costs	\$75,000.00			
8	1440 Site Acquisition	\$0.00			
9	1450 Site Improvement	\$132,131.00			
10	1460 Dwelling Structures	\$1,533,200.00			
11	1465.1 Dwelling Equipment-Nonexpendable	\$0.00			
12	1470 Nondwelling Structures	\$0.00			
13	1475 Nondwelling Equipment	\$279,307.00			
14	1485 Demolition	\$0.00			
15	1490 Replacement Reserve	\$0.00			
16	1495.1 Relocation Costs	\$0.00			
17	1498 Mod Used for Development	\$0.00			
18	1502 Contingency (may not exceed 8% of 16)	\$0.00			
19	<b>Amount of Annual Grant (Sum of lines 2-15)</b>	\$2,240,472.00	\$0.00		
20	Amount of line 19 Related to LBP Activities	\$0.00	\$0.00		
21	Amount of line 19 Related to Section 504 Compliance	\$0.00	\$0.00		
22	Amount of line 19 Related to Security	\$0.00	\$0.00		
23	Amount of line 19 Related to Energy Conservation	\$0.00	\$0.00		

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date <b>Mark E. Taylor, Executive Director</b>	Signature of Public Housing Director or Office of Native American Programs Administrator
<b>X</b> Date:	<b>X</b>

I certify this document is correct for Executive Director's Signature: \_\_\_\_\_

**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Washington Manor WV 1-1	a. No work							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report



**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2007**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Orchard Manor WV 1-3	a. No work							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

**U.S. Department of Housing and Urban Development**      **2007**  
 Office of Public and Indian Housing

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Lee Terrace WV 1-4	a. No work							
	SUBTOTAL			\$0.00	\$0.00			

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP)**

**Part II: Supporting Pages**

**U.S. Department of Housing and Urban Development**      **2007**  
 Office of Public and Indian Housing

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Jarrett Terrace WV 1-5	a. Unit Conversion	1460	22	\$880,000.00				
	SUBTOTAL			\$880,000.00	\$0.00			

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2007**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Hillcrest Oakhurst Villages WV 1-7	a. Security Camera Upgrades	1475	1 Lot	\$44,400.00				
	SUBTOTAL			\$44,400.00	\$0.00	\$0.00	\$0.00	

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**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
South Park Village WV 1-8	a. Security Camera Upgrades	1475	1 lot	\$114,600.00				
	SUBTOTAL			\$114,600.00	\$0.00	\$0.00	\$0.00	

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**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

U.S. Department of Housing  
 and Urban Development

**2007**

Office of Public and Indian Housing

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Dunbar/Rand WV 1-6, 1-9	a. Slip Repair	1450	1	\$132,131.00				
	SUBTOTAL			\$132,131.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement



**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2007**

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA Wide Activity								
Carroll Terrace WV 1-11	a. Balcony Cleaning/Upgrades	1460	199	\$238,800.00				
	b. Unit Conversion	1460	7	\$280,000.00				
	SUBTOTAL			\$518,800.00	\$0.00			

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

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Lippert Terrace WV 1-23	a. Balcony Cleaning/Upgrades	1460	112	\$134,400.00				
	SUBTOTAL			\$134,400.00				

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Piedmont Coal Branch WV 1-14	a. No Work							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
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U.S. Department of Housing  
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 Office of Public and Indian Housing

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A&E Services	1430	1	\$75,000.00				
	SUBTOTAL			\$75,000.00	\$0.00	\$0.00	\$0.00	

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**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE MANAGEMENT IMPROVEMENTS	a. Staff Training	1408	1	\$5,000.00				
	b. Marketing/Advertising	1408	1	\$5,000.00				
	<b>SUBTOTAL</b>			\$10,000.00	\$0.00	\$0.00	\$0.00	

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U.S. Department of Housing  
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**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Administration	a. Administration Salaries	1410	1	\$106,377.00				
	b. Fringes	1410	1	\$48,800.00				
	c. Marketing Salaries	1410	1	\$38,121.00				
	d. Fringes	1410	1	\$17,536.00				
	SUBTOTAL			\$210,834.00	\$0.00	\$0.00	\$0.00	

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**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

U.S. Department of Housing  
**and Urban Development**  
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**2007**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Nondwelling	a. Equipment	1475	1	\$40,307.00				
	SUBTOTAL			\$40,307.00	\$0.00	\$0.00	\$0.00	

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CHARLESTON - KANAWHA HOUSING FIVE YEAR PLAN  
YEAR ONE - 2007

DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
WASHINGTON MANOR		NO WORK			\$0.00	\$0.00	\$0.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
LITTLEPAGE TERRACE		NO WORK			\$0.00	\$0.00	\$0.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
ORCHARD MANOR		NO WORK			\$0.00	\$0.00	\$0.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
LEE TERRACE	E.16	STORAGE AREA SECURITY UPGRADES	1475	1	\$80,000.00	\$80,000.00	\$80,000.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
JARRETT TERRACE	D.18	UNIT CONVERSION NOTE: 44 / 22	1460	22	\$40,000.00	\$880,000.00	\$880,000.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
OAKHURST HILLCREST VILLAGE	E.17	SECURITY CAMERA UPGRADES	1475	1 LOT	\$44,400.00	\$44,400.00	\$44,400.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
SOUTHPARK VILLAGE	E.17	SECURITY CAMERA UPGRADES	1475	1 LOT	\$114,600.00	\$114,600.00	\$114,600.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
CARROLL TERRACE	C.8 D.18	BALCONY CLEANING / UPGRADES UNIT CONVERSION NOTE: 14 / 7	1460	199	\$1,200.00	\$238,800.00	\$238,800.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
LIPPERT TERRACE	C.8	BALCONY CLEANING / UPGRADES	1460	112	\$1,200.00	\$134,400.00	\$134,400.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
SCATTERED SITES		NO WORK			\$0.00	\$0.00	\$0.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
RAND DUNBAR	A.17	SLIP REPAIR	1450	1	\$132,131.00	\$132,131.00	\$132,131.00	
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY	
PHA WIDE	H.1A G.1 H.1B H.1C H.1D H.1E H.1F H.1G	A&E SERVICES EQUIPMENT ADMIN SALARIES FRINGES MARKETING SALARIES FRINGES STAFF TRAINING ADVERTISING & MARKETING	1430 1475 1410 1410 1410 1410 1408 1408	1 1 1 1 1 1 1 1	\$75,000.00 \$40,307.00 \$106,377.00 \$48,800.00 \$38,121.00 \$17,536.00 \$5,000.00 \$5,000.00	\$75,000.00 \$40,307.00 \$106,377.00 \$48,800.00 \$38,121.00 \$17,536.00 \$5,000.00 \$5,000.00	\$336,141.00	
							<b>PROGRAM TOTAL</b>	<b>\$2,240,472.00</b>

KPOWELL\D:\ 2007 5YR PLAN \ 2007

TOTAL	\$2,240,472.00
KC - 2006	-\$132,131.00
CH - 2006	-\$2,108,341.00
	\$0.00

CHARLESTON - KANAWHA HOUSING FIVE YEAR PLAN  
YEAR TWO - 2008

DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
WASHINGTON MANOR		NO WORK				\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LITTLEPAGE TERRACE		NO WORK				\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
ORCHARD MANOR		NO WORK				\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LEE TERRACE		NO WORK			\$0.00	\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
JARRETT TERRACE		NO WORK			\$0.00	\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
OAKHURST HILLCREST VILLAGE	A.3c	PORCH & STOOP UPGRADES	1450	1 LOT	\$353,823.00	\$353,823.00	\$353,823.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
SOUTHPARK VILLAGE	A.3c	PORCH & STOOP UPGRADES	1450	1 LOT	\$272,160.00	\$272,160.00	\$272,160.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
CARROLL TERRACE	F.1	MAIL BOX UPGRADES	1460	199	\$75,000.00	\$75,000.00	\$75,000.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LIPPERT TERRACE		NO WORK			\$0.00	\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
SCATTERED SITES		NO WORK				\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
DUNDAR RAND	A.17 A.11	SLIP REPAIR (RAND) PLAYGROUND UPGRADE (S)	1450 1475	1 1	\$132,131.00 \$141,597.00	\$132,131.00 \$141,597.00	\$273,728.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
PHA WIDE	H.1A G.1 H.1B H.1C H.1D H.1E H.1F H.1G A.4 A.17	A&E SERVICES EQUIPMENT ADMIN SALARIES FRINGES MARKETING SALARIES FRINGES STAFF TRAINING ADVERTISING & MARKETING PAVING UPGRADES DEVELOPMENT BOND PAYMENT	1430 1475 1410 1410 1410 1410 1408 1408 1450 1460	1 1 1 1 1 1 1 1 1 1	\$75,000.00 \$50,000.00 \$106,377.00 \$48,800.00 \$38,121.00 \$17,536.00 \$10,000.00 \$10,000.00 \$207,147.00 \$702,780.00	\$75,000.00 \$50,000.00 \$106,377.00 \$48,800.00 \$38,121.00 \$17,536.00 \$10,000.00 \$10,000.00 \$207,147.00 \$702,780.00	\$1,265,761.00
<b>PROGRAM TOTAL</b>							<b>\$2,240,472.00</b>

KPOWELLID:\ 2007 5YR PLAN \ 2008

TOTAL	\$2,240,472.00
KC - 2006	-\$132,131.00
CH - 2006	-\$2,108,341.00
	\$0.00





CHARLESTON - KANAWHA HOUSING FIVE YEAR PLAN  
YEAR FIVE - 2011

DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
WASHINGTON MANOR		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
						\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LITTLEPAGE TERRACE		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
						\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
ORCHARD MANOR		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
						\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LEE TERRACE	A.4	PAVING / PARKING LOT / DRIVES	1450	1 LOT	\$115,283.00	\$115,283.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	\$115,283.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
JARRETT TERRACE		NO WORK				\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
OAKHURST HILLCREST VILLAGE	C.6	ROOF REPLACEMENT	1460	1 LOT	\$138,000.00	\$138,000.00	
					\$0.00	\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	\$138,000.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
SOUTHPARK VILLAGE	D.2	BATHROOM UPGRADES	1460	120	\$4,500.00	\$540,000.00	
						\$0.00	
						\$0.00	
						\$0.00	\$540,000.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
CARROLL TERRACE		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
LIPPERT TERRACE		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
SCATTERED SITES		NO WORK			\$0.00	\$0.00	
					\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
RAND DUNBAR		NO WORK				\$0.00	
						\$0.00	
						\$0.00	\$0.00
DEVELOPMENT	WORK ITEM NUMBER	WORK ITEM DESCRIPTION	WORK ITEM CATEGORY	QTY.	UNIT COST	WORK ITEM COST	PROGRAM COST SUMMARY
PHA WIDE	H.1A	A&E SERVICES	1430	1	\$90,000.00	\$75,000.00	
	G.1	EQUIPMENT	1475	1	\$60,000.00	\$50,000.00	
	H.1B	ADMIN SALARIES	1410	1	\$106,377.00	\$106,377.00	
	H.1C	FRINGES	1410	1	\$48,800.00	\$48,800.00	
	H.1D	MARKETING SALARIES	1410	1	\$38,121.00	\$38,121.00	
	H.1E	FRINGES	1410	1	\$17,536.00	\$17,536.00	
	H.1F	STAFF TRAINING	1408	1	\$10,000.00	\$5,000.00	
	H.1G	ADVERTISING & MARKETING	1408	1	\$10,000.00	\$5,000.00	
	A.17	DEVELOPMENT BOND PAYMENT	1460	1	\$702,780.00	\$702,780.00	
	A.4	PAVING UPGRADES	1450	1	\$398,575.00	\$398,575.00	
						\$0.00	\$1,447,189.00
<b>PROGRAM TOTAL</b>							<b>\$2,240,472.00</b>

KPOWELLID:\ 2007 5YR PLAN \ 2011

TOTAL	\$2,240,472.00
KC - 2006	-\$132,131.00
CH - 2006	-\$2,108,341.00
	\$0.00

CHARLESTON - KANAWHA HOUSING  
FIVE YEAR PLAN SUMMARY  
YEARS 2007 - 2011

YEAR ONE 2007				YEAR TWO 2008			YEAR THREE 2009			YEAR FOUR 2010			YEAR FIVE 2011			
DEVELOPMENT	DESCRIPTION OF WORK	QTY	ESTIMATED COST	DESCRIPTION OF WORK	QTY	ESTIMATED COST	DESCRIPTION OF WORK	QTY	ESTIMATED COST	DESCRIPTION OF WORK	QTY	ESTIMATED COST	DESCRIPTION OF WORK	QTY	ESTIMATED COST	
WV 1-1 WASHINGTON MANOR	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00	
WV 1-2 LITTLEPAGE TERRACE	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00	
WV 1-3 ORCHARD MANOR	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00	
WV 1-4 LEE TERRACE	STORAGE AERA UPGRADES	1 LOT	\$80,000.00	NO WORK		\$0.00	a. Elevator Upgrades	1 Lot	\$18,150.00	NO WORK		\$0.00	a. Paving lot (s) and drives	1 Lot	\$115,283.00	
			\$0.00			\$0.00	b. Exterior Painting	1 Lot	\$82,083.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$80,000.00		TOTAL	\$0.00		TOTAL	\$100,233.00		TOTAL	\$0.00		TOTAL	\$115,283.00	
WV 1-5 JARRETT TERRACE	a. Unit Conversion	22	\$880,000.00	NO WORK		\$0.00	a. Elevator Upgrades	1 lot	\$19,800.00	a. No Work		\$0.00	NO WORK		\$0.00	
			\$0.00			\$0.00	b. Exterior Painting	1 lot	\$82,083.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$880,000.00		TOTAL	\$0.00		TOTAL	\$101,883.00		TOTAL	\$0.00		TOTAL	\$0.00	
WV 1-7 OAKHURST HILLCREST VILLAGE	a. Security Camera Upgrades	1 LOT	\$44,400.00	a. Porch & Stoop Upgrades	1 LOT	\$353,823.00	NO WORK		\$0.00	a. Bathroom Upgrades	104	\$468,000.00	a. Roof replcement	1 lot	\$138,000.00	
			\$0.00			\$0.00			\$0.00	b. Kitchen Upgrades	104	\$365,880.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$44,400.00		TOTAL	\$353,823.00		TOTAL	\$0.00		TOTAL	\$833,880.00		TOTAL	\$138,000.00	
WV 1-8 SOUTHPARK VILLAGE	a. Security Camera Upgrades	1 LOT	\$114,600.00	a. Porch & Stoop Upgrades	1 LOT	\$272,160.00	a. Kitchen Upgrades	80	\$280,000.00	NO WORK		\$0.00	a. Bathroom Upgrades	1 LOT	\$540,000.00	
			\$0.00			\$0.00	b. Flooring Upgrades	71646	\$214,940.00			\$0.00			\$0.00	
			\$0.00			\$0.00	c. Lighting Upgrades	1 lot	\$67,200.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$114,600.00		TOTAL	\$272,160.00		TOTAL	\$562,140.00		TOTAL	\$0.00		TOTAL	\$540,000.00	
WV 1-11 CARROLL TERRACE	a. Balcony Cleaning / Upgrades	199	\$238,800.00	A. Mail Box Upgrades	199	\$75,000.00	a. Elevator Upgrades	1 lot	\$20,450.00	a. Paving Upgrades	1 lot	\$57,468.00	NO WORK		\$0.00	
	b. Uniot Conversion	7	\$280,000.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$518,800.00		TOTAL	\$75,000.00		TOTAL	\$20,450.00		TOTAL	\$57,468.00		TOTAL	\$0.00	
WV 1-23 LIPPERT TERRACE	a. Balcony Cleaning / Upgrades	112	\$134,400.00	NO WORK		\$0.00	a. Bathroom Upgrades	112	\$217,521.00	NO WORK		\$0.00	NO WORK		\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$134,400.00		TOTAL	\$0.00		TOTAL	\$217,521.00		TOTAL	\$0.00		TOTAL	\$0.00	
WV 13/14 & 20 SCATTERED SITES	NO WORK		\$0.00	NO WORK		\$0.00	NO WORK		\$0.00	a. Floor Covering	24670	\$74,010.00	NO WORK		\$0.00	
			\$0.00			\$0.00			\$0.00	b. Door Upgrades	491	\$226,500.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$300,510.00		TOTAL	\$0.00	
WV 36 RAND DUNBAR	a. Slip Repair	1 LOT	\$132,131.00	a. Slip Repair	1 LOT	\$132,131.00	a. Office Upgrades	1 LOT	\$132,131.00	NO WORK		\$0.00	NO WORK		\$0.00	
			\$0.00	b. Playground Upgrades	1 LOT	\$141,597.00			\$0.00			\$0.00			\$0.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
		TOTAL	\$132,131.00		TOTAL	\$273,728.00		TOTAL	\$132,131.00		TOTAL	\$0.00		TOTAL	\$0.00	
PHA WIDE	a. A&E Services	1	\$75,000.00	a. A&E Services	1	\$75,000.00	a. A&E Services	1	\$75,000.00	a. A&E Services	1	\$75,000.00	a. A&E Services	1	\$75,000.00	
	b. Equipment	1	\$40,307.00	b. Equipment	1	\$50,000.00	b. Equipment	1	\$60,000.00	b. Equipment	1	\$50,000.00	b. Equipment	1	\$50,000.00	
	c. Admin Salaries	1	\$106,377.00	c. Admin Salaries	1	\$106,377.00	c. Admin Salaries	1	\$106,377.00	c. Admin Salaries	1	\$106,377.00	c. Admin Salaries	1	\$106,377.00	
	d. Fringes	1	\$48,800.00	d. Fringes	1	\$48,800.00	d. Fringes	1	\$48,800.00	d. Fringes	1	\$48,800.00	d. Fringes	1	\$48,800.00	
	e. Marketing salaries	1	\$38,121.00	e. Marketing salaries	1	\$38,121.00	e. Marketing salaries	1	\$38,121.00	e. Marketing salaries	1	\$38,121.00	e. Marketing salaries	1	\$38,121.00	
	f. Fringes	1	\$17,536.00	f. Fringes	1	\$17,536.00	f. Fringes	1	\$17,536.00	f. Fringes	1	\$17,536.00	f. Fringes	1	\$17,536.00	
	g. Staff training	1	\$5,000.00	g. Staff training	1	\$10,000.00	g. Staff training	1	\$10,000.00	g. Staff training	1	\$5,000.00	g. Staff training	1	\$5,000.00	
	h. Advertising & marketing	1	\$5,000.00	h. Advertising & marketing	1	\$10,000.00	h. Advertising & marketing	1	\$10,000.00	h. Advertising & marketing	1	\$5,000.00	h. Advertising & marketing	1	\$5,000.00	
			\$0.00	i. Paving Upgrades	1	\$207,147.00	i. Boiler Replacement (911)	1	\$37,500.00	i. Development Bond Payment	1	\$702,780.00	i. Paving Upgrades	1	\$398,575.00	
			\$0.00	j. Development Bond Payment	1	\$702,780.00	j. Development Bond Paymnt	1	\$702,780.00			\$0.00	j. Development Bond Payment	1	\$702,780.00	
			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	
			TOTAL	\$336,141.00		TOTAL	\$1,265,761.00		TOTAL	\$1,106,114.00		TOTAL	\$1,048,614.00		TOTAL	\$1,447,189.00







**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2004**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Orchard Manor WV 1-3	a. Replacement Housing	1460	1 Lot	\$620,527.00	\$620,527.00	\$620,527.00	\$620,527.00	Complete
	SUBTOTAL			\$620,527.00	\$620,527.00	\$620,527.00	\$620,527.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report

**Annual Statement/Performance and Evaluation Report**  
**Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

**2004**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE FEES & COSTS	a. A & E Services			\$0.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report







**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2005**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Operations	a. Modernization Development	1498	1 Lot	\$477,768.00				
	SUBTOTAL			\$477,768.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report





<b>Signature of Executive Director</b>				<b>Date(mm/dd/yyyy)</b>	<b>Signature of Public Housing Director</b>		<b>Date (mm/dd/yyyy)</b>
<b>3/ To be completed at the end of the program year</b>				<b>Page 1 of 1</b>	<b>form HUD-52837</b>		



**Annual Statement/Performance and Evaluation Report**  
 Comprehensive Grant Program (CGP) Part II: Supporting Pages

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

**2006**

Development Number/Name HA Wide Activity	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA WIDE Operations	a. Modernization Development	1498	1 Lot	\$8,432.00				
	SUBTOTAL			\$8,432.00	\$0.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

form HUD-52837 (10/96)

(2) To be completed for the Performance and Evaluation Report



CHARLESTON-KANAWHA HOUSING AUTHORITY  
REPLACEMENT HOUSING FACTOR (RHF) PLAN – 2<sup>ND</sup> INCREMENT  
REVISION – August 21, 2006

HUD Notice PIH 2005-22 (HA) indicates that the 2<sup>nd</sup> increment plan must demonstrate “substantial leveraging” in an amount equal to at least 1/3 of the total RHF funds for the first 5-year increment. Funds received during the first 5-year increment were as follows:

• FY 2000 RHF	\$669,283
• FY 2001 RHF	\$682,980
• FY 2002 RHF	\$651,216
• FY 2003 RHF	\$535,811
• FY 2004 RHF	<u>\$620,527</u>
Total	\$3,159,817

Therefore, based on the above, the leveraged amount required for the 2<sup>nd</sup> increment funding would be equal to or greater than \$1,053,273 (\$3,159,817 divided by 3 = \$1,053,272.33).

Charleston Housing has partnered (via a competitive “Request for Qualifications” process) with Alan Ives Construction Co., L.L.C., Series B for the purposes of:

- comprehensively revitalizing the older public housing sites, namely Orchard Manor, Washington Manor, and Littlepage Terrace;
- creating affordable housing utilizing Low Income Housing Tax Credits; and,
- leveraging Replacement Housing Factor (RHF) funds.

A portion of the 2<sup>nd</sup> increment RHF funds will be used for the construction of 44 new housing units on three sites described as follows:

- Site 1 – Developer has purchased (for the sum of \$325,000) a 1.1 acre site near the Orchard Manor and Littlepage Terrace public housing complexes in which there will be constructed 20 public housing units having 8-1BRs, 4-2BRs, 6-3BRs, and 2-4BRs.
- Site 2 – 1.39 acres excess land area at Orchard Manor public housing complex to be utilized to construct 16 public housing units having 6-2BRs, 8-3BRs, and 2-4BRs.
- Site 3 – 0.55 acres excess land at Jarrett Terrace public housing complex to be utilized to construct 8 public housing units having 4-2BRs, 2-3BRs and 2-4BRs (ultimately to be considered for conversion to homeownership after the required LIHTC compliance period).

The total cost of this project is anticipated to be \$5,663,727 (an average of \$128,721 per unit). An Exhibit F-1 is attached to show the breakdown of construction along with Total Development Cost Limit and Housing Construction Cost Calculation. An application for a LIHTC project was submitted on July 29, 2005 to the West Virginia Housing Development Fund (WVHDF - State Housing Agency administering tax credits) seeking 9% tax credits. Subsequently, the WVHDF approved an annual housing credit dollar amount of \$440,524 (copy of approval attached). This annual tax credit amount when multiplied by 10 years was subsequently syndicated to produce an equity contribution amount of \$4,338,727 (\$440,524 annual credit x 10 years = \$4,405,240 x approximately 98.5 cents on the dollar). Therefore, applicable computations in this regard would be as follows:

\$5,663,727 Total Development Costs	\$2,145,102 est. 2 <sup>nd</sup> RHF
- 4,338,727 Tax Credit Financing	- 825,000 RHF used
- 400,000 CDBG funding	\$1,320,102 RHF left
- 100,000 WV Housing Trust Fund	
\$ 825,000 RHF Financing Needed	

Only utilizing \$825,000 of RHF at this time for this project, the leverage created is still greater than the 33.3% required; in fact, it is 137.3% which is greater than the total amount of the 1<sup>st</sup> increment of RHF funds (\$4,338,727 tax credit financing divided by \$3,159,817 which is the amount of the 1st increment of RHF funding = 137.3% of leveraging). (Special Note: The leveraged amount at this point could also be considered four times greater than the minimum leverage amount required - \$4,338,727 tax credit financing divided by \$1,053,273 minimum required leveraged amount – and the RHF funds remaining to be received over the next three years will provide for even greater leverage when combined with additional low income housing tax credits.)

Note 1: The \$2,145,102 estimate for 2<sup>nd</sup> increment RHF funding is based on actual amounts of \$477,768 and \$380,273 for the 1<sup>st</sup> and 2<sup>nd</sup> fundings for the 2<sup>nd</sup> Increment adjusted for 5 years (i.e., \$477,768 + \$380,273 = \$858,041 divided by 2 years x 5 years = \$2,145,102).

Note 2: A recent 1<sup>st</sup> Increment RHF funding of \$8,432 was awarded relative to the demolition of 4 units at South Park Village (demolition of a 4-unit building due to structural failures caused by the collapse of a nearby large culvert); these monies will be “banked” for later use.

Note 3: Since the land purchased for Site 1 will be utilized for public housing units, the process for a full and complete Environmental Review has been completed and is attached. A Site and Neighborhood Standards Checklist has been completed.

Another LIHTC application for 40 units (Phase II) with the WVHDF was recently successful (June, 2006) and will provide for 18 units of public housing and 22 units of project-based Section 8; however, there are no RHF funds slated for this particular

project. The balance of 2<sup>nd</sup> Increment RHF will be used for the Phase III initiative which includes the demolition of Washington Manor (301 units) and the construction of 174 new units (134 public housing units and 40 project-based Sec. 8 units). Please refer to the attached worksheets which show the five (5) phases of the revitalization plan, the number of units to be constructed by bedroom sizes, and the sources and uses of funds.

The revitalization plan includes the demolition of 301 units at Washington Manor and 170 units at Littlepage Terrace (both antiquated public housing stock) which, based on current HUD practices, should produce additional RHF incremental fundings in the future - and thus such RHF fundings will be appropriately apportioned to the overall revitalization plan when identified.

New units proposed are of such a quality to garner as many points as possible in connection with the Tax Credit Qualification Allocation Plan published by the WVHDF (i.e., at least 60% of the exteriors would be brick, at least 30% green space, energy star appliances and features, dishwashers, air conditioning, extended warranty roof shingles, concrete porches and sidewalks, washer and dryer hook-ups, hard wired for internet access, etc.).

The initial 44 units (plus the additional 40 units within a year) will provide a significant recovery for the 230 public housing units razed in Orchard Manor as part of a HOPE VI Demolition grant. This will also help to satisfy the City's (Charleston, WV) commitment to HUD to create 96 additional new affordable housing units to compensate for a like number of units being lost/razed due to the revitalization of Vista View Apartments (aka Spring Hill Apartments). (NOTE: The reason for only a 40-unit development proposed for next year is this is about the maximum size project that the WVHDF will approve based upon their past allocations in this regard; however, the proposed 40 units combined with the 44 units this year will produce 84 new affordable housing units. With additional consideration for the recent 10 new public housing units constructed at Orchard Manor with 1<sup>st</sup> Increment Replacement Housing Factor funds, this will make a major stride to satisfy the referenced commitment to HUD while providing new units in anticipation of further revitalization efforts of old existing public housing stock.)

Charleston-Kanawha Housing Authority will also coordinate with the City in an effort to provide this additional affordable housing stock with the goal of stabilizing and enhancing existing neighborhoods.

All Annual Plans (including Five-Year Plans) for fiscal years 1998 through 2006 have been reviewed and approved by HUD. The Annual Plan process for FY 2007 is being initiated.

Attachments:

1. Chart of CGP and RHF for past years.
2. Projected milestones for projects proposed.
3. Tax credit approval (commitment) letters.
4. Worksheets for 5-Phase Revitalization Plan.

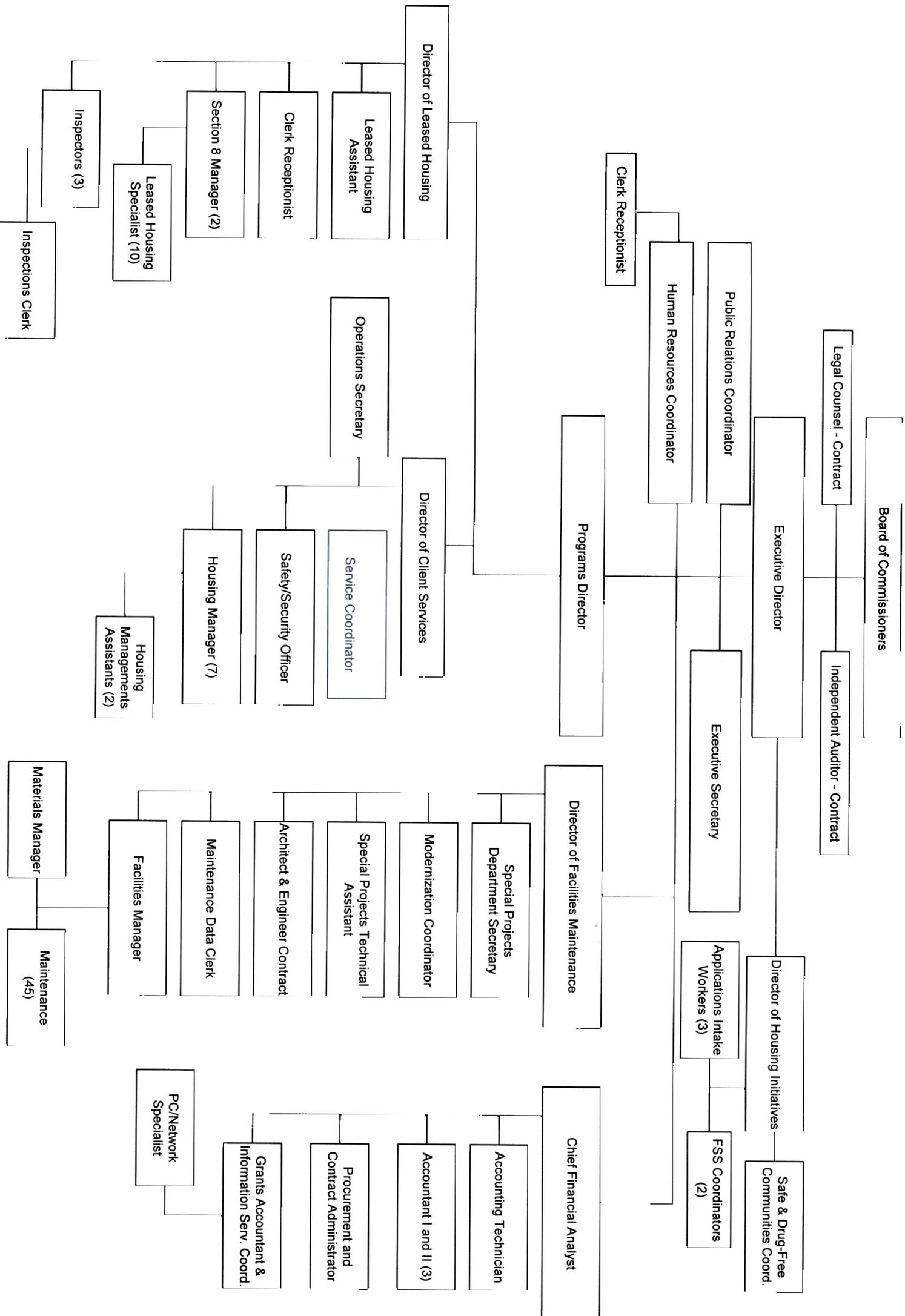
## PROJECTED MILESTONES

MILESTONES	44-UNIT PROJECT	40-UNIT PROJECT
PHA Selects Developer Team Architect/Engineer/Attorney	June, 2005	June, 2005
Plans & Specs Completed	June, 2005	April, 2006
Apply for LIHTC	July, 2005	April, 2006
Submit Dev. Prop. to HUD	May, 2006	October, 2006
Submit Site Acq. to HUD	August, 2006	October, 2006
Construction Start	October, 2006	March, 2007
DOFA	September, 2007	March, 2008
EIOP	December, 2007	June, 2008

**CGP & RHP STATUS REPORT**  
(as of 07/31/06)

<u>Program</u>	<u>Amount</u>	<u>% Obligated</u>	<u>% Expended</u>
CGP 1998	\$2,305,402	100%	100%
CGP 1999	\$2,653,435	100%	100%
CGP 2000	\$2,250,938	100%	100%
CGP 2001	\$2,296,849	100%	100%
CGP 2002	\$2,179,743	100%	100%
CGP 2003	\$1,793,463	100%	100%
CGP 2003 Part II	\$ 464,217	100%	100%
CGP 2004	\$2,077,023	51%	51%
CGP 2005	\$2,108,341	67%	4%
CGP 2006	\$1,930,744	0%	0%
RHF 2000	\$ 669,283	100%	100%
RHF 2001	\$ 682,980	100%	100%
RHF 2002	\$ 651,216	100%	100%
RHF 2003	\$ 535,811	100%	100%
RHF 2004	\$ 620,527	100%	100%
RHF 2005	\$ 477,768	0%	0%
RHF 2006	\$ 380,273	0%	0%
RHF 2006	\$ 8,432	0%	0%

NOTE: All obligation and expenditure deadline dates are being and have been met within the HUD prescribed timelines.



DECONCENTRATION TABLES

ATTACHMENT D

(As of 09/22/2006)

	<u>Factors</u>	0.85	1.00	1.25	1.40	1.61	1.82		Adjustment
		<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>5BR</u>	<u>6BR</u>	<u>Totals</u>	<u>Factors</u>
Washington Manor		124	163	14				301	0.95
Littlepage Terrace		76	76	18				170	0.96
Orchard Manor			110	20				130	1.04
Hillcrest Village		12	24	12	4	2		54	1.07
Oakhurst Village		8	22	14	4	8		56	1.16
Southpark Village				37	29	10	4	80	1.38
Albert Harris Apts.		29	9	4	2			44	0.94
Anderson Apts.		14	19	15	1			49	1.04
		263	423	134	40	20	4	884	1.03
		223.55	423	167.5	56	32.2	7.28	909.53	1.03

		<u>Factors</u>		<u>% of Total Avg.</u>	
Total Average	\$6,729	1.03	\$6,540	N/A	
Washington Avg.	\$5,306	0.95	\$5,586	0.85	Low
Littlepage Avg.	\$5,895	0.96	\$6,144	0.94	
Orchard Average	\$6,499	1.04	\$6,258	0.96	
Hillcrest Average	\$7,072	1.07	\$6,582	1.01	
Oakhurst Average	\$7,072	1.16	\$6,113	0.93	
Southpark Average	\$8,402	1.38	\$6,098	0.93	
Harris Average	\$11,335	0.94	\$12,032	1.84	High
Anderson Average	\$11,335	1.04	\$10,880	1.66	

NOTE 1: As permitted, a bedroom adjustment factor was used to provide for a unit-weighted average of the distribution. Such an unit-weighted average provided for a range of 85% to 184% when compared to the Established Income Range of 85% to 115%.

NOTE 2: 30% of Area Median Income is \$16,150 (which is the Extremely Low Income limit). Based upon Federal Register dated 08/06/02 "Public Housing Agency Plans: Deconcentration - Amendments to Established Income Range Definition; Final Rule", HUD agrees that in all practicality deconcentration would not be fostered through efforts to place lower income families in developments categorized as higher income in which the average family income is in fact at the extremely low-income level. Therefore, since the average income for all family developments is less than the Extremely Low Income limit, the deconcentration requirement does not seem to apply.

**Charleston-Kanawha Housing Authority**

**(Att. E)**

P.O. Box 86, Charleston, WV 25321-0086  
Tel: 304-348-6451, Toll Free 1-888-881-6451  
TDD 304-348-6840, Fax 304-348-8155

**NOTICE TO RESIDENTS  
ANNUAL PLAN MEETINGS**

Charleston-Kanawha Housing Authority staff would like to meet with you to discuss and listen to your comments relative to the Annual Plan. The Annual Plan is a comprehensive management overview that the housing authority is required to prepare, make available for public comments, and submit to HUD on an annual basis. Therefore, meetings have been scheduled on-site at each development in the community rooms (or offices at Harris and Anderson Apts.) as follows:

August 23, 2006	Wednesday	10:00 a.m.	Lee Terrace
August 23, 2006	Wednesday	1:00 p.m.	Lippert Terrace
August 23, 2006	Wednesday	3:00 p.m.	Littlepage Terrace
August 24, 2006	Thursday	10:00 a.m.	Jarrett Terrace
August 24, 2006	Thursday	1:00 p.m.	Washington Manor
August 24, 2006	Thursday	3:00 p.m.	Orchard Manor
August 25, 2006	Friday	1:00 p.m.	Carroll Terrace
August 25, 2006	Friday	3:00 p.m.	South Park Village
August 29, 2006	Tuesday	1:00 p.m.	Hillcrest Village
August 29, 2006	Tuesday	3:00 p.m.	Oakhurst Village
August 30, 2006	Wednesday	1:00 p.m.	Albert Harris Apts.
August 30, 2006	Wednesday	3:00 p.m.	J. Doug. Anderson Apts.

Copies of last year's Annual Plan are on-site at each development and are available for review by request to your Manager or your Resident Council.

The meeting(s) will include discussions about the Annual Plan for fiscal year 2007 and the Physical Needs Assessment for allocating and spending Capital Funds at the developments.

Your attendance and participation in these meetings will be very much welcomed and appreciated.

**MANAGEMENT  
08/17/06**

**FY 2007 Annual Plan  
Resident Meetings**

Relative to discussing and soliciting comments from the residents concerning the FY 2007 Annual Plan, Charleston Housing conducted the following Resident Meetings:

**1. Lee Terrace**

**August 23, 2006 (Wednesday) 10:00 a.m.**

**7 Residents attended.**

**General Comments:**

The matter of Pets was discussed. Residents seemed to favor the pet policy and the \$150 pet security deposit (for cats and/or dogs); however, there were many complaints about people not properly cleaning up after their pets. There appeared to be no objection to the \$50 minimum rent imposed last year. Residents really expressed appreciation for the Service Coordinator position. Other items mentioned included: a desire to see tougher screening for incoming residents; providing extra help for the maintenance person (although the residents feel that he is doing a great job, but has too much to do on his own); a need to replace the community/lobby furniture (which is old and soiled); wanting exterior windows cleaned; and, wanting a bicycle rack.

**2. Lippert Terrace**

**August 23, 2006 (Wednesday) 1:00 p.m.**

**9 Residents attended.**

**General Comments:**

Residents want Charleston Housing to continue to keep the high-rise as Designated Housing for the Elderly. Residents very much appreciate the SCPH worker. All were very much in favor of upcoming improvements slated for the development which included a new ceiling in the community room (to improve noise problem), a sprinkler system (for fire safety), a passcard entry system (for additional security), and security cameras in the hallways. Residents

**FY 2007 ANNUAL PLAN  
PRESENTATION NOTES**

**Attachment E**

**(12/04/06 – 5:00 p.m. – at Switzer Center)**

**For the annual period beginning 04-01-07.**

**45-Day Comment Period (10/18/06 to 12/01/06).**

**Advertised 3 times in the Charleston Papers.**

**Notices provided at all developments and a copy of Annual Plan  
at each site to Resident Council and to Manager, at the Main Office,  
and at the Operations Office.**

**Charleston-Kanawha Housing Authority Vision: Try to be a successful  
leader in providing and supporting quality affordable housing desired by  
individuals and families in our market area.**

**Statement of Housing Needs: shows needs for about 5,000 families of  
various income levels.**

<b>Charleston Housing waiting lists:</b>	<b>Sec. 8</b>	<b>1,371</b>
	<b>P/H</b>	<b>315</b>

**P/H and Sec. 8 - Working Preference is provided when at least one adult in  
the household is employed for at least 20 hours per week; the Working  
Preference is equally extended to elderly families (62 years or older) and to  
families whose head or spouse are receiving income based on their  
inability to work (i.e., SSI, Workers Comp.). In addition, an emergency  
preference (i.e., disasters) is provided in public housing.**

**Financial Resources: about \$24.9 million for P/H, Sec. 8, and Grants.**

**Minimum Rent: P/H and Sec. 8 is \$50.**

<b>Rents in P/H:</b>	<b>30%</b>
	<b>Flat Rents</b>
	<b>Rent Phase-Ins</b>

## **FY 2007 ANNUAL PLAN SUMMARY OF COMMENT PERIOD AND PUBLIC MEETING**

The public comment period for the FY 2007 Annual Plan as advertised in the newspapers and posted at the developments was from 10/18/06 to 12/01/06. There were both written and verbal comments received during the public comment period.

Comments received from staff included the following:

- Sell scattered-site public housing properties as a homeownership initiative. Response: This recommendation has merit, but it is not felt that the PHA has much time to devote to this endeavor at this point in consideration of all the other initiatives being undertaken (i.e., new tax credit properties, rehab., etc.); however, goals will be set for this initiative for inclusion in next year's Annual Plan.
- Require mandatory orientation for public housing applicants. Response: This recommendation is being adopted and a program/presentation will be prepared in this regard; the ACOP already includes an orientation requirement.
- After the consolidation/merger of Charleston Housing and Kanawha County (effective 08/02/06), Kanawha County had to prepare a Follow-Up Plan relative to their Resident Survey process. It was recommended that such Follow-Up Plan be included in the Annual Plan. Response: Agreed, so Annual Plan now includes Follow-Up Plans for both Charleston Housing and Kanawha County.
- Since Annual Plan included a change from "community-based" waiting list to "project-based" waiting lists, a recommendation was made that the ACOP be revised to reflect such change. Response: Agreed, so ACOP was accordingly amended.
- Relative to the Section 8 Voucher Homeownership program, a recommendation was made to require that continued housing assistance be conditioned upon the participant remaining employed. Response: This sounds like a good idea, but there is concern that such a requirement might have a "chilling" effect on local lenders participating in the program; however, further consideration will be given after more thorough review (i.e., comments from local lenders, HUD requirements, etc.) and will be implemented if determined feasible and/or prudent.
- Since the PHA is undertaking a major initiative to revitalize public housing (demolition of old housing stock and construction of new modern units), relocation of residents will play an important part of the plan; therefore, a recommendation was made to consider utilizing Sec. 8 Vouchers as a resource in this endeavor. Response: Agreed, many resources will be needed to adequately address the relocation efforts that will be necessary in this regard; the Annual Plan will be accordingly revised to set-aside vouchers for this purpose.

**SECTION 8 HOMEOWNERSHIP  
CAPACITY STATEMENT**

In consideration of the Section 8 Homeownership Program (Final Rule) published in the Federal Register on September 12, 2000 (with an effective date of October 12, 2000), Charleston Housing has implemented a Homeownership Program under such regulations with particular emphasis for attaching such assistance for the benefit of those Section 8 clients who are or become participants under the Family Self-Sufficiency (FSS) Program.

24 CFR, Part 982.625(d) provides: The PHA must have the capacity to operate a successful Section 8 homeownership program. The PHA has the required capacity if it satisfies either paragraph (d)(1), (d)(2), or (d)(3) of this section.

(d)(1) The PHA establishes a minimum homeowner downpayment requirement of at least 3 percent of the purchase price for participation in its Section 8 homeownership program, and requires that at least one percent of the purchase price come from the family's personal resources;

(d)(2) The PHA requires that financing for purchase of a home under its Section 8 homeownership program: (i) be provided, insured, or guaranteed by the state or Federal government; (ii) comply with secondary mortgage market underwriting requirements; or (iii) comply with generally accepted private sector underwriting standards; or

(d)(3) The PHA otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

Relative to reflecting capacity in this regard, Charleston Housing feels that is compliant with all three paragraphs (d1, d2, and d3) of 24 CFR, Part 982.625(d).

## RESIDENT SURVEY ACTION PLAN

SAFETY

- Improve security recording systems at all developments to reflect more current “state-of-the art” technology Ongoing
- Facilitate security camera upgrades and additions Ongoing
- “Focus Patrols” Ongoing
- Implement resident “pass card” system at highrises 06/30/2007
- Install security cameras in hallways and elevators at Highrises (4 buildings) 06/30/2007
- Sidewalks & drainage swales at Oakhurst Terrace, Hillcrest Terrace, and Wertz Avenue Completed

NEIGHBORHOOD APPEARANCE

- Modernize fencing at Washington Manor Completed
- Continue with “Replacement Housing Plans” at Orchard Manor In Progress
- Install development identifications (marques) 12/31/2007

PHYSICAL SITE IMPROVEMENTS

- Cycle painting for all developments Ongoing
- Upgrades at scattered sites to include kitchens, bathrooms, HVACs, and flooring Completed
- Revitalize (rehab.) 10 units at Orchard Manor Completed
- Install enhanced playground area at Orchard Manor Completed
- Upgrade acoustics at Switzer Center Completed
- Tree trimming & removal at all sites Completed
- Air-handler units at Carroll, Jarrett, & Lee 09/30/2007
- Mail room upgrades at Oakhurst, Hillcrest, and South Park In Progress
- Community Room upgrade (acoustical ceiling) at Lippert Terrace In Progress
- Air conditioning at South Park Village In Progress
- Unit conversions (from Efficiencies to 1BRs) at Jarrett Terrace and Carroll Terrace 03/31/2008

CHARLESTON HOUSING  
COMMUNITY SERVICE PLAN

Charleston Housing' s community service plan has been developed. The Admissions and Occupancy Policy and Lease Agreement were revised to address community service requirements. A Notice was forwarded to all active public housing residents advising them of the community service requirements. Subsequent one-on-one appointments were scheduled with residents by Housing Management staff and plan requirements were explained in depth. A list of potential community service providers was provided to each resident. This list provides opportunity contacts for twenty (20) community service sources for residents to contact. Residents are provided with a Community Service Certification form that must be completed, signed and dated by the community service provider and returned to the appropriate housing management office. Community service requirements will be addressed through the orientation process for new residents. Compliance with community service requirements will be completed by housing management staff and verified at the time of annual recertification.

## NOTICE TO ALL RESIDENTS

This is to advise that the Dept. of Housing and Urban Development has reinstated the “Community Service” requirements. Although in effect previously, this requirement has been temporarily suspended since April 2002.

As a public housing agency, we are required to assure that the “Community Service” requirements are re-implemented and that compliance is achieved.

The LEASE already specifies the requirements and remedies of the “Community Service” requirements under Section IX, Obligations of Lessee, Paragraph 32 (on page 8) which states in part that “Residents subject to the community service requirements must contribute 8 hours per month or no less than 96 hours annually with an approved community service provider (not including political activities); or participate in an economic self-sufficiency program for 8 hours per month or no less than 96 hours annually; or perform a combination of community service and economic self-sufficiency program activities for 8 hours per month or no less than 96 hours annually.”

Our Admissions and Continued Occupancy Policy (ACOP) reflects that all adult family members are subject to the “Community Service” requirements with the exception of the following:

- Family members who are 62 years of age or older;
- Family members who are blind or disabled or who is the primary care giver for someone who is blind or disabled;
- Family members who are employed; and
- Family members who are enrolled in any State welfare-to-work program.

If you are subject to the “Community Service” requirements, your MANAGER will be in contact with you to further explain the requirement and to furnish you with a list of potential community service contacts. If you have any questions regarding this matter, please contact your MANAGER.

MANAGEMENT  
July 8, 2003

**U. S. Department of Housing and Urban Development**

**Office of Public and Indian Housing**

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<b>Special Attention of:</b>	<b>NOTICE PIH 2003-17 (HA)</b>
<b>Regional and Field Office Directors;</b>	
<b>Public Housing Program Directors;</b>	<b>Issued: June 20, 2003</b>
<b>Public Housing Agencies;</b>	
<b>Resident Management Corporations (RMCs)</b>	<b>Expires: June 30, 2004</b>

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**SUBJECT: Reinstatement of the Community Service and Self-Sufficiency Requirement**

**A. Purpose:**

This Notice discusses the reinstatement of the public housing community service and self-sufficiency requirement authorized under Section 12 of the United States Housing Act of 1937, as amended, (the Act).

The community service and self-sufficiency requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The community service and self-sufficiency requirement allows residents an opportunity to “give something back” to their communities and facilitates upward mobility.

**B. Background:**

Section 12(c) of the Act enacted on October 12, 1998, as section 512 of the Quality Housing and Work Responsibility Act of 1998, contained a community service and self-sufficiency requirement that every adult resident of public housing contribute eight hours of community service each month, or participate in an economic self-sufficiency program for eight hours each month. Regulations for this provision are provided in 24 CFR Subpart F §960.600-609 (see Attachment A).

The Fiscal Year (FY) 2002 HUD/VA Appropriations Act temporarily suspended the community service and self-sufficiency requirement, except for residents of HOPE VI developments. The FY 2003 HUD/VA Appropriations Act signed on February 21, 2003, reinstated this provision by not extending section 432 of the Federal FY 2002 Act, which applied only to funds appropriated for Federal FY 2002.

### **C. Applicability:**

The community service and self-sufficiency requirement applies to all adult residents in public housing except for those exempted under Section 12(c) of the Act. This requirement does not apply to Section 8 tenants.

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- Age 62 years or older.
- Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.
- Engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:
  1. Unsubsidized employment;
  2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the Refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  5. On-the-job-training;
  6. Job-search and job-readiness assistance;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  12. The provision of childcare services to an individual who is participating in a community service program.

Public housing agencies (PHAs) are encouraged to consider 30 hours per week as the minimum number of hours for a work activity exemption as described in Section 407(d) of the Social Security Act, and implementing regulations 45 CFR Section 261.31(a)(1)). See Attachment B. PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families (TANF) agency, as appropriate.

- Meet the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.
- If a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

#### **D. Noncompliance Requirements (24 CFR §960.605 & §960.607)**

A resident who was delinquent in community service hours under the lease in effect at the time of the suspension will still be obligated to fulfill his/her community service and self-sufficiency requirements for FY 2001, provided that the resident was given notice of noncompliance prior to the expiration of the lease in effect at that time.

A copy of that notice of noncompliance should be included with the written notice to residents about the reinstatement of the community service and self-sufficiency requirement. In order to obtain a lease renewal on the expiration of the current lease, residents must be in compliance both with any delinquent community service requirements and current requirements.

PHAs must offer the resident the opportunity to enter into written agreement with the PHA to cure the noncompliance with the community service and self-sufficiency requirements either under the current or delinquent lease. This agreement should include:

- The additional number of hours of community service or self-sufficiency work activities needed to make up the required number of hours under the current lease.
- Assurance that all members of the family who are subject to these requirements are in compliance with the requirements.
- Written assurances satisfactory to the PHA that any noncompliant resident no longer resides in the unit.

A PHA must inform residents that they may request a grievance hearing on the PHA's determination of noncompliance in accordance with Part 966, subpart B and that tenant may exercise any available judicial remedy to seek redress from the PHA's nonrenewal of the lease because of such determination.

A PHA must retain reasonable documentation of service requirement performance or exemption in participant files. A PHA must comply with nondiscrimination listed in 24 CFR 5.105(a).

**E. Implementation Deadline:**

In order to comply with Section 12, PHAs need to:

- By July 31, 2003, provide to all residents written notice about the reinstatement of the community service and self-sufficiency requirement as outlined in 24 CFR §960.605. This notification must alert residents of the requirement, whether or not they are exempt, and what they need to do in order to comply.
- By October 31, 2003, assure that all affected residents are performing their community service or self-sufficiency requirement.

PHAs can implement the community service and self-sufficiency requirement with any funds available for expenditure during FY 2003.

**F. Relationship to PHA Plan:**

PHAs do not have to amend already approved FY 2003 Annual Plans or already submitted FY 2003 Annual Plans. However, for such PHAs, the Resident Advisory Board must be informed if there are any significant policy changes to an agency's previous community service and self-sufficiency requirements and next year's Annual Plan submission must contain the required attachment, if applicable.

For the FY 2003 PHA Annual Plan cycle, not yet submitted, PHAs are required to complete Component 12D as part of the PHA Plan submission. Component 12 D requires the PHA to include a description of its community service and self-sufficiency requirement as an attachment to the Annual Plan template. High performing agencies and small PHAs are exempt from completing Component 12 D as part of the streamlined Annual Plan submission, but are still required to implement the community service and self-sufficiency requirement and to have the policy locally available as a supporting document to the Annual Plan.

**G. Reference Documents:**

- 24 CFR Subpart F §960.601-609 (Attachment A)
- 45 CFR 261.31(a)(i) (Attachment B)
- Community Service and Self-Sufficiency training materials from the "Reforms for the 21<sup>st</sup> Century Conference" can be obtained by calling the Public and Indian Housing Resource Center at 1-800-955-2232.

## **H. Contact Information:**

If you have any further questions, please contact your local public housing field office or the Public and Indian Housing Information and Resource Center at 1-800-955-2232.

## **I. Paperwork Reduction**

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control numbers 2577-0226. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

/s/ \_\_\_\_\_  
Michael Liu, Assistant Secretary  
for Public and Indian Housing

Attachment A, Subpart F, Part 960.600  
Attachment B, Page 17886 Federal Register  
Vol. 64, No. 69, 4/12/99  
(Attachments not included in electronic file)

**Attachment I**

**CHARLESTON-KANAWHA HOUSING AUTHORITY  
PROGRESS REPORT ON 5-YEAR PLAN  
2007 ANNUAL PLAN**

**Charleston-Kanawha Housing Authority is at the 3rd year of the 5-Year Plan for FYs 2005 - 2009; progress is as follows:**

- **Relative to the 1<sup>st</sup> 5-year increment of Replacement Housing Funds (RHF) for Orchard Manor, Phase I (6 new handicapped units), Phase II (4 new units), and Phase III (10 new units) are completed.**
- **Revitalized (completely rehabilitated) 10 units at Orchard Manor.**
- **HOPE VI, Capital Fund leveraging, LIHTC, Bond-financing, etc. are being considered/explored for Washington Manor, Littlepage Terrace, and Orchard Manor.**
- **A Section 8 Homeownership Plan which previously had only been available to FSS program participants has been extended to all Section 8 participants.**
- **A pilot Public Housing Homeownership Plan initiative has been implemented relative to certain scattered site public housing units (previously approved for demolition); such properties have been given to a non-profit organization for subsequent rehab. and marketing to public housing residents and/or other low income families for homeownership.**
- **Charleston Housing is working (and will continue to work) with the RAB, RCs, and RMC for the development of MOUs.**
- **Training has been conducted and/or discussions held with the RAB, RCs, and RMC relative to 24 CFR, Part 964, Resident Participation.**
- **Based upon a third party independent study, “flat rents” have been established and implemented for all developments, but plans are underway for a new and updated study.**
- **A Service Coordinator for Public Housing has been hired via HUD’s SCPH program relative to providing services for the residents at the four high-rise developments.**
- **Pet Policy adopted and in place, but new policy proposed.**
- **New Grievance Policy adopted and in place.**
- **New Lease adopted and effective October 1, 2001.**
- **Section 8 utilization rate is over 98% participation.**
- **Upgrades/improvements via the Capital Fund Program continue as scheduled with obligation and expenditure deadline dates being met in a timely manner.**
- **Continuing with conversion to Project-Based Accounting.**
- **Spin-off non-profit entity and developer/partner received awards for two new LIHTC developments (44 units and 40 units).**

**Charleston-Kanawha Housing Authority**

P.O. Box 86, Charleston, WV 25321-0086  
Tel: 304-348-6451, Toll Free 1-888-881-6451  
TDD 304-348-6840, Fax 304-348-8155

**Attachment J**

**August 17, 2006**

**TO ADDRESSEES AS LISTED BELOW:**

**RE: FY 2007 PHA ANNUAL PLAN**

**It is time for Charleston-Kanawha Housing Authority to get started on preparing an Annual Plan for fiscal year 2007. A major and very important component in the preparation of the Annual Plan is to get resident input, feedback, and comments. Because of your present and/or past involvement with Resident Councils at the various developments, you are requested to serve as a member of the Resident Advisory Board (RAB) relative to soliciting and submitting comments from other residents in this regard. We hope that you will work with us in trying to make the Annual Plan process a success. Please be advised that the RAB may be expanded to reflect additional members as Resident Councils for individual developments and/or area-wide jurisdictions are formed or otherwise legitimized.**

**A copy of last year's Annual Plan for fiscal year 2006 (with attachments) is herewith distributed to all the addressees listed. The general intent is to utilize the FY 2006 Annual Plan as a discussion piece for preparing and improving the FY 2007 Annual Plan.**

**It is requested that you share and discuss the FY 2006 Annual Plan with other residents. A copy of this letter will be posted at each development to help get the word out that the Annual Plan process has begun. Also, additional copies of the FY 2006 Annual Plan are available at each development for review by the residents.**

**Written comments relative to the proposed FY 2007 Annual Plan should be addressed to Charleston-Kanawha Housing Authority at P. O. Box 86, Charleston, WV 25321. We plan to conduct public meetings for the residents in the very near future just to focus and solicit comments on the Annual Plan. We would appreciate your attendance and participation in these meetings; meeting times will be announced and publicized by a special notice to residents.**

**A general outline of the timeframe involved is as follows:**

- **Initiate the Annual Plan process by August 17, 2006.**
- **Have RAB and Resident meetings/participation to obtain initial resident comments by September 15, 2006.**
- **Prepare draft of FY 2007 Annual Plan by September 29, 2006.**
- **Make draft of FY 2006 Annual Plan available for 45-day public comment period from October 4, 2006 to November 17, 2006.**
- **Based upon public and resident comments, make final revisions to FY 2007 Annual Plan and submit to the Charleston-Kanawha Housing Authority Board of Commissioners by November 30, 2006.**
- **Have FY 2007 Annual Plan ready for approval at Board of Commissioner's meeting to be held on December 11, 2006.**
- **Submit Board approved Annual Plan to Mayor's Office for review and sign off from City for consistency with their Consolidated Plan by December 29, 2006.**
- **Submit final approved FY 2007 Annual Plan to HUD by January 12, 2007.**

**I want to take this opportunity to thank you ahead of time for your interest and time in working with us on this project. If you have any questions, please feel free to call me or Ray Marsh of my staff at 348-6451, ext. 310 or ext. 373 respectively.**

**We look forward to working with you and others in this endeavor.**

**Sincerely,**

**Mark E. Taylor  
Executive Director**

**cc with attachments;  
Virginia Nesmith, Pres., OMRMC  
Ruby Harris, Interim Pres., South Park Resident Council  
Karen Simons, Pres., Jarrett Terrace Resident Council  
Leola Rose, Pres., Lippert Terrace Resident Council  
Ida Morris, Pres., Washington Manor Resident Council  
Amber Pitts, Contact, Oakhurst Village  
Rose Jordan, Contact, Hillcrest Village  
Tammy Songer, Pres., Lee Terrace  
Nora Harris, Pres., Carroll Terrace Resident Council  
David Wagner, Pres., Littlepage Terrace Resident Council  
Jessie Harmon, Contact, Albert Harris Apts.  
Lillian Anderson, Contact, J. Douglas Anderson Apts.  
Rochelle Goodwin, Appalachian Legal Services  
Janet Matthews, MOECD**

**CHARLESTON-KANAWHA HOUSING AUTHORITY  
PET POLICY  
(Effective 04/01/07)**

Pets permitted and applicable pet deposits:

- |  |            |
|--|------------|
| • Domestic dog (no more than one dog)                          | \$300.00   |
| ○ At adult size – not to exceed 20 inches tall                 |            |
| ○ At adult size – not to exceed 20 pounds in weight            |            |
| • Domestic cat (no more than one cat)                          | \$300.00   |
| • Fish (not to exceed 20 gallon Aquarium)                      | no deposit |
| • Caged bird (not to exceed 2 small birds)<br>(No large birds) | \$100.00   |
| • Caged hamster/guinea pig (no more than 2)                    | \$ 50.00   |
| • Caged ferret (no more than one)                              | \$300.00   |
| • Caged rabbit (no more than one)                              | \$ 50.00   |
| • Caged iquana (no more than one)                              | \$300.00   |

Note: No more than one pet category allowed per household in a unit except fish may be combined with any other category.

Dogs and/or cats must be spayed/neutered about 6 months of age, must have current licenses, and must have evidence of inoculations.

All pets must be certified as disease-free by a veterinarian.

**NO OTHER PETS PERMITTED THAN THOSE IDENTIFIED ABOVE.**

See additional provisions as contained in the attached:

- Application for Pet Policy
- Lease Addendum – Pet Agreement

**NOTE: THIS PET POLICY DOES NOT APPLY TO OR RESTRICT THE USE OF QUALIFIED “SERVICE/ASSISTIVE ANIMALS”.**

**APPLICATION FOR PET PERMIT  
Charleston- Kanawha Housing Authority Properties**

10/03/06

10/03/06

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

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

I certify that the pet is housebroken, has no history of causing physical harm to persons or property, such as biting, chewing, scratching, etc., and further warrant that the pet has no vicious history or tendencies. I hereby affirm that I will abide by all responsibilities outlined in the Pet Policy.

Attached is information required by the Pet Policy:

- A current license issued by the City and County for domestic cat or dog.
- Evidence from a licensed veterinarian that the pet (over 6 months old) has been spayed or neutered.
- Evidence from a licensed veterinarian that the pet has received current rabies and distemper inoculations or boosters. If a cat, evidence that the cat has been declawed.
- Certification from a licensed veterinarian that the pet weight is less than and will not exceed 20 pounds as adult size under normal circumstances. Pets which have previously been approved by management that later exceed the 20 pound weight limit due to spaying, neutering and/or old age will be exempt.
- Evidence of payment of a refundable \$300.00 pet deposit for domestic cat or dog; \$100.00 for caged bird, \$50.00 for caged hamster or caged guinea, \$300.00 for caged ferret, \$50.00 for caged rabbit, \$300.00 for caged iguana; no deposit for aquarium fish not to exceed 20 gallons. Animals other than stated are not permitted.
- An affidavit signed and notarized by the person (who is not a resident in Charleston- Kanawha Housing Authority properties) who will take immediate responsibility for the pet.
- A current dated photo of the pet.

Pet Description: Limit of 1 pet with the exception of fish - not limited; birds 2 (limit of 2)

Kind:	Type or Breed:	Color:	Height:	Weight:	Age:
-------	----------------	--------	---------	---------	------

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

Signature of Applicant: \_\_\_\_\_ Witness: \_\_\_\_\_

Manager's Signature Verifying Completion of application requirements:

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

**ALL VERIFICATIONS SUBMITTED TO BE MOUNTED ON THIS PAGE  
FOR INCLUSION IN THE RESIDENT'S FILE RECORDS**

10/03/06

**3**

**10/03/06**

LEASE ADDENDUM, PET AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Charleston-Kanawha Housing Authority (hereinafter referred to as "Management") and \_\_\_\_\_ Head of Household name(s) as it/they appear(s) on the Dwelling Lease).

Resident(s) of:

Development: \_\_\_\_\_
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Relating to the above-described apartment;

WHEREAS, Lessee desires to house a pet:

Kind: \_\_\_\_\_ Type/Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

In the apartment above;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. CONDITIONAL AUTHORIZATION FOR PET: The above Lessee is hereby authorized to keep a pet, which picture is attached to the Application for Pet Permit incorporated herein by reference, and is described in the same. Authorization may be terminated sooner if Lessee's occupancy is terminated, or if the pet rules listed hereafter are violated in any way by the Resident or the Resident's guests or occupants.
2. ADDITIONAL SECURITY DEPOSIT: An additional refundable security deposit of \$300.00 pet deposit for domestic cat or dog; \$100.00 for caged bird(s), \$50.00 for caged hamster or caged guinea, \$300.00 for caged ferret, \$50.00 for caged rabbit, \$300.00 for caged iguana; no deposit for aquarium fish not to exceed 20 gallons. Animals other than stated are not permitted. Any fee or deposit shall not limit the Lessee's obligation.
3. MOVE OUT: Where appropriate, immediately after move out, a commercial exterminator may be hired to de-flea, deodorize and shampoo apartment to protect any future resident from possible health hazards or allergic reactions, regardless of how long the pet occupies the premises. Payment for actual costs at the time of service will be deducted from the Additional Security Deposit. The Lessee is responsible for paying any balance due. The Lessee will be entitled to a copy of invoices evidencing performance of service and costs incurred.
4. PROOF OF HEALTH AND LICENSE: A domesticated dog or cat must be licensed, and proof of a new licensing will be required each year at the time of annual recertification. Additionally, proof is required from a licensed Veterinarian that the pet has been spayed or neutered and that the pet has current rabies, distemper or other vaccinations as required by State and Local Law as applicable.
5. EMERGENCY PET CARE: The Lessee hereby agrees that in case of emergency illness (or

10/03/06

hospitalization), the following person, who is not a resident in any Charleston-Kanawha Housing Authority property, and whose Affidavit has been received by the Manager will take immediate responsibility for this pet.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

Otherwise, Management has permission to enter the apartment, remove the pet, and transfer it to the appropriate authorities at the Lessee's expense. The Management has no responsibility for the pet.

**6. RULES FOR EACH PET CATEGORY:**

**1. Pets Allowed By Pet Permit.**

One cat or  
One dog or  
Caged bird (not to exceed 2) or  
One caged tamed rabbit or  
Caged hamster (not to exceed 2) or  
Caged guinea pig (not to exceed 2) or  
One caged ferret or  
One caged iguana  
Fish in a 20-gallon tank maximum will be permitted alone or in addition to each of the above-named pets.

**2. Rules for Fish.**

1. Aquariums must be kept free from leaks and cleaned regularly to prevent foul water and/or odors. Aquariums may not be larger than 20 gallons.
2. Fish bowls must be kept clean to eliminate offensive odors.

**3. Rules for a Bird, Rabbit, Hamster, Ferret, Guinea Pig or Iguana**

1. Must be caged at all times when residents are away from the apartment.
2. Cages must be cleaned.
3. Must have vaccinations appropriate to type including rabies.
4. Must be domesticated.
5. A rabbit must wear a flea and tick collar.
6. Seeds or droppings must be shielded or caught to prevent accumulation and or damage to carpeting or floors.

**4. Rules for a dog.**

1. Must not be more than 20" tall.
2. The pet's weight cannot exceed 20 pounds. Pets which have previously been approved by management that later exceed the 20 pound weight limit due to spaying, neutering and/or old age will be exempt.
3. The pet must be neutered or spayed prior to moving in (or about 6 months of age).
4. Evidence of City and County license and required vaccinations or boosters must be provided annually at recertification.
5. Must be obedient.  
A dog barks when (a) alerting danger, (b) it wants food or water, ( c ) it needs

- to go out, or (d) it is left alone.
- 6. Must wear a flea and tick collar. Must never be flea dusted in the apartment or building.
- 7. Must not be outside apartment unless it is on a short leash accompanied by resident owner.
- 8. Never allow dog to urinate on shrubs.
- 9. Dog feces must be picked up by Lessee and disposed of in a securely tied plastic bag. (See SANITATION)

5. Rules for a cat.

- 1. The pet must be neutered or spayed prior to moving in (or about 6 months of age).
- 2. Must be declawed.
- 3. Evidence of license and required vaccinations or boosters must be provided annually at recertification.
- 4. Must be obedient.
- 5. Must wear a flea and tick collar. Must never be flea dusted in the apartment or building.
- 6. Must not be outside apartment unless it is on a short leash accompanied by resident owner.
- 7. Cat feces must be picked up by Lessee and disposed of in a securely tied plastic bag. (See SANITATION)
- 8. Cat must be trained to use litter box.
- 9. Resident must keep litter box clean in order to protect pet and eliminate offensive odor

8. PET CONTROL

- 1. Pets must be kept under control at all times, inside and outside the Lessee's own apartment. It must be on a leash when walking, or being carried to a vehicle outside.
- 2. Pets are not permitted on carpeted areas of the lobby, or in any other public room, or to linger with the owner in hallways or any part of the lobby. They must be taken directly outdoors from the elevators.
- 3. Excessive barking, which annoys neighbors night or day, will be cause for requiring the Lessee to remove the pet from the premises permanently, unless proof of dog attending "obedience school" can be shown and pending correction of the problem.
- 4. Pets are not allowed on elevators, unless no one on the elevator objects to their presence. Only one pet is permitted in the elevator at any given time. Non-pet owners shall have priority use of the elevator.
- 5. Pets are not permitted to be penned on balconies during the night, or while Lessee is away. Pets are not permitted to remain in apartment overnight while Lessee is away.
- 6. Lessee shall not alter balconies to create an enclosure for an animal.
- 7. Lessee shall not permit pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

9. SANITATION

1. Litter boxes are required for cats, and are to be changed every 3 days.
2. Bathtub, sinks, or commodes are not permitted to be used for animal waste deposit sites, or kitty litter boxes. Animal waste is not to be put down trash chute. Litter boxes are to be kept on tile or vinyl floors.
3. Each pet owner is responsible for acquiring some type of scooper to clean up after the pet outdoors, and for depositing animal waste in receptacle outdoors.
4. There will be waste containers provided outdoors for daily disposal of all animal waste and litter.
5. Lessee must clean up pet residue daily, i.e. hair, pet food, etc. Apartment must be kept free and clean of pet odors at all times.
6. Lessee is responsible for assuring that the pet is provided ample time in a proper place for excretion. Should the pet accidentally excrete in the apartment, hallways, or public area, Lessee shall remove the excretion and sanitize the area. If Management is required to remove the excretion and or sanitize the area, the lessee will be billed for services rendered.

#### **10. APARTMENT INSPECTIONS**

1. Residents will be required to maintain units in a clean and sanitary manner at all times. Enforcement of this requirement will be made through annual management unit inspections, sweep maintenance inspections and/or extermination inspections. Notification of inspections will be made in accordance with the terms of the Lease Agreement except where management has reason to believe that emergency situations exist such as an abandoned pet left in a unit.
2. Where appropriate, maintenance staff will not go into pet owner apartment to do routine repairs, unless Lessee is home and places the pet under control while he or she is there.
3. Lessee will be responsible for rug cleaning, tile replacement, and/or extermination fees, within ten (10) days after apartment inspection, if evidence of pet damage or sanitation problems due to pet exist.

#### **11. VICIOUS PET CLAUSE**

1. Any incident of a pet biting human beings will result in an immediate demand by Management to remove the pet from the premises.
2. A report must be filed with the proper officials, as well as the building Manager, of any incident of biting. Management, upon notification of any pet biting incident, shall immediately notify the Kanawha County Animal Shelter.
3. Management reserves the right to give a Notice to Vacate to Lessee if Lessee houses a vicious, hopelessly diseased, or any undesirable animal, after such incident.
4. Should Lessee need to get rid of a pet, owner is responsible for any charges.

#### **12. RIGHT TO APPEAL**

10/03/06

1. Any complaints about pets will not be considered valid, or heard, unless the complaint is in writing, on a separate piece of paper, dated and signed by the person making the complaint. All written complaints will be investigated.
2. If Lessee receives a notice that a pet is annoying neighbors, and is asked to remove the pet, Lessee has the option of making an appeal.
3. Should the Lessee become ill or die or have an emergency whereby he or she could not care for the pet, Management has permission to call the proper officials to take the pet and care for it until the designated person takes it and assumes responsibility.

I have read and fully understand the above Lease Addendum and the Pet Policy and rules. I also acknowledge that I must abide by these rules or after two warnings from Management agree to move or remove my household of the pet within one (1) week after receipt of second warning.

Lessee: \_\_\_\_\_ Witness: \_\_\_\_\_

Lessee: \_\_\_\_\_ Witness: \_\_\_\_\_

(SEAL)

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, KANAWHA COUNTY  
West Virginia

My commission expires: \_\_\_\_\_

**RESIDENT ASSISTANTS OFFICERS  
(POLICE OFFICERS) IN PUBLIC HOUSING**

**Lee Terrace:**

**Jason Webb  
1319 Lee Street, E., Apt.701  
Charleston, WV 25301  
437-2058 (cell)**

**Jarrett Terrace:**

**Courtney Johnson  
824 Central Avenue, Apt. 1108  
Charleston, WV 25302  
989-6568 (cell)**

**Carroll Terrace:**

**James Duncan  
1546 Kanawha Blvd. E., Apt. 1017  
Charleston, WV 25311  
395-2588 (cell)**

**Lippert Terrace:**

**John Garten  
4420 McCorkle Avenue, Apt. 701  
Charleston, WV 25304  
421-1894 (cell) 341-2750 (pager)**

**Hillcrest Village:**

**Scott Frame  
1020 Hillcrest Drive  
Charleston, WV 25311  
415-5074 (cell)**

**Oakhurst Village:**

**Craig Dickinson & Brian Kinnard  
1024 Lawndale Lane  
Charleston, WV 25314  
342-3847 (cell) 540-6568 (pager)**

**South Park Village:**

**Michael Pridemore  
667B South Park Road  
Charleston, WV 25304  
574-4806 (cell)**

**Orchard Manor:**

**Errol Randle  
2064 Lippert Street, Apt. 245  
Charleston, WV 25321  
546-0398 (cell) 330-1067 (pager)**

**CPD Record Division 348-6424**

**Sgt. Eric Johnson, Spec. Enforcement Unit 348-0530 (office), 561-7955 (cell)**

**Lt. Jim Sands, CPD Housing Unit 348-6853 (office), 340-9748 (pager)**

**Lt. Stephen Neddo, MDENT 348-6814 (office)**

**Charleston Police Dept., P. O. Box 2749, Charleston, WV 25330**

**Attachment M**

**RESIDENT COUNCILS AND RESIDENT MANAGEMENT CORPORATION**

<b>Carroll Terrace Resident Council</b>	<b>Nora Harris, Pres.</b>
<b>Hillcrest Village</b>	<b>Rose Jordan, Contact</b>
<b>Jarrett Terrace Resident Council</b>	<b>Karen Simons, Pres.</b>
<b>Lee Terrace Resident Council</b>	<b>Tammy Songer, Pres.</b>
<b>Lippert Terrace Resident Council</b>	<b>Leola Rose, Pres.</b>
<b>Littlepage Terrace Resident Council</b>	<b>David Wagner, Pres.</b>
<b>Oakhurst Village</b>	<b>Amber Pitts, Contact</b>
<b>Orchard Manor Resident Mgmt. Corp.</b>	<b>Virginia Nesmith, Pres.</b>
<b>South Park Village</b>	<b>Ruby Harris, Interim Pres.</b>
<b>Washington Manor</b>	<b>Ida Morris, Pres.</b>
<b>Albert Harris Apartments</b>	<b>Jessie Harmon, Contact</b>
<b>J. Douglas Anderson Apartments</b>	<b>Lillian Anderson, Contact</b>

**FOLLOW UP PLAN 2006/2007 to REAC SURVEY**  
**(NOTE: Charleston Housing was advised on 07/18/06 of results of REAC's 2006 Survey via computer REAC website)**

**590 Surveys Sent – 181 Surveys Returned– 33% Response Rate**

**Survey Sections:**

**1) Maintenance and Repair      Score 93.7%      National Avg. 87.4%**

**HUD does not require a Follow Up Plan for this Section.**

**2) Communication      Score 73.3%      National Avg. 74.3%**

**HUD requires a Follow Up Plan for this Section (under 75%).**

**Recommended Follow Up Plan:**

- a) Provide as much notice (via flyers and Resident Notices) as possible about maintenance and repair activities (for example: preventative maintenance work, major repairs, Capital Fund activities, etc.).**
- b) Review lease provisions with residents at move-ins and at recertifications. Also, consider having annual or semi-annual resident meetings at each development to review (as a refresher course) the provisions of the lease; periodically include lease as a topic at monthly Manager's meetings with the residents.**
- c) Provide as much information as possible to the residents about upcoming events and meetings (via flyers and notices).**
- d) Be responsive to residents' questions and concerns.**
- e) Be courteous and professional when dealing with the residents and with everyone in general.**
- f) Be supportive of resident council organizations; attend resident council meetings when invited; and, assist with and negotiate MOUs with resident councils.**
- g) Continue to have monthly Manager's meetings.**
- h) Continue to have quarterly meetings with Resident Council officers from each development.**



**FOLLOW UP PLAN to REAC SURVEY  
WV036 – Kanawha County Housing Authority  
REAC's 2006 Survey via computer REAC website)**

**24 Surveys Sent – 7 Surveys Returned – 37% Response Rate**

**Survey Sections:**

**1) Maintenance and Repair      Score 85.8%      National Avg. 87.8%**

**HUD does not require a Follow Up Plan for this Section.**

**2) Communication                      Score 78.2%      National Avg. 75.0%**

**HUD does not require a Follow Up Plan for this Section.**

**3) Safety                                      Score 75.3%      National Avg. 79.8%**

**HUD does not require a Follow Up Plan for this Section.**

**4) Services                                      Score 83.3%      National Avg. 91.4%**

**HUD does not require a Follow Up Plan for this Section.**

**5) Neighborhood Appearance      Score 70.1%      National Avg. 77.0%**

**HUD requires a Follow Up Plan for this Section (under 75%).**

**Recommended Follow Up Plan:**

- g) Continue to pick up litter/trash/debris at common areas.**
- h) Encourage residents and guests to refrain from littering.**
- i) Speed up the process for removing abandoned vehicles.**
- j) Continue to “turn” vacancies around as soon as possible.**
- k) Provide additional upkeep of playgrounds and outdoor facilities.**
- l) Continue with Capital Fund upgrades.**

**NOTE: The recommended follow-up plan is in keeping with the questions outlined in the survey.**

## Project-Based Vouchers

The City of Charleston and the HUD Office of Multi-Family Housing have negotiated a Memorandum of Understanding (MOU) to redevelop a project in Charleston known as Vista View Apartments (formerly known as Spring Hill Apartments). The MOU acknowledges the reduction of ninety-six (96) units from the project and further obligates the City to replace all the units with a guarantee that residents will pay no more than 30% of their adjusted income toward rent and utilities. Charleston-Kanawha Housing Authority and the Vista View developer, Mr. Scott Canel, are pursuing low-income housing tax credits through the West Virginia Housing Development Fund to build such replacement housing. The City has also requested that Charleston-Kanawha Housing Authority further partner with them in this endeavor by converting a like number of our tenant-based vouchers to project-based assistance in order to make the units affordable to low-income families.

Presently, Charleston-Kanawha Housing Authority administers about 2,800 Housing Choice Vouchers. Our program utilization rate generally runs from 95% to 100% depending upon fluctuating conditions, but there are over 1,400 families on the application waiting list.

Our turnover rate is about 40 vouchers per month, so it will take about 3 months to accumulate 96 vouchers for conversion to project-based assistance.

The positive is that new affordable quality housing will be constructed in Charleston/Kanawha County and available to low-income families. This should help address the concerns expressed by the community regarding the number of run-down, unkempt properties in the area. Another positive to this initiative is the resultant improvements to the housing stock at the Vista View apartment complex. Hopefully, all of this will inspire others to make improvements as well.

The negative, of course, is that this will leave a balance of approximately 2,700 Housing Choice Vouchers (2,800 minus 96).

The solicitation and administration of project-based vouchers is contained in our Section 8 Administration Plan. Since this is a special request for a specific project, this will necessitate a request to HUD for applicable waivers.

(NOTE: According to HUD regulations, not more than 20% of a PHA's Section 8 vouchers can be converted to Project-Based Vouchers; 20% of Charleston-Kanawha Housing Authority's voucher inventory is 560 units.)