

<b>1.0</b>	<b>PHA Information</b> PHA Name: Macon Housing Authority <span style="float: right;">PHA Code: GA007</span> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 01/2010
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<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 2,234 <span style="float: right;">Number of HCV units: 2,760</span>
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<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> <b>5-Year and Annual Plan</b> <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only
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<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH            HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				

<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.
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<b>5.1</b>	<b>Mission.</b> 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 for the next five years:  The mission of the Macon Housing Authority is to add value to our community and the lives of those we serve through quality housing, support services, and community development.
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<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plans.  Please see Attachment A.
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<b>6.0</b>	<b>PHA Plan Update.</b>  (a) Identify specifically which PHA Plan elements have been revised by the PHA since its last Annual Plan submission:  <b>Goals and Objectives</b>  <b>Public Housing Admissions &amp; Continued Occupancy Policy</b> <ul style="list-style-type: none"> <li>• Section C7.0, Application Ranking</li> </ul> <b>Section 8 Administrative Plan</b> <ul style="list-style-type: none"> <li>• Chapter 5-2, Project-Based Assistance units in senior-only designated properties</li> <li>• Chapter 20, Project-Based Vouchers</li> </ul> (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.  <b>Copies of the Five-Year and Annual PHA Plan are available for review at the following locations:</b> <ul style="list-style-type: none"> <li>• MHA's Central Office, 2015 Felton Avenue</li> <li>• Buck Melton Community Center, 150 Sessions St (Felton Homes and Resident Assoc offices)</li> <li>• MHA development offices:             <ul style="list-style-type: none"> <li>○ Tindall Heights, 985 Plant Street</li> <li>○ Bowden Homes, 2301 Houston Avenue</li> <li>○ Murphey Homes, 900 A Street</li> <li>○ Pendleton Homes, 3401 Houston Avenue</li> <li>○ Davis Homes, 905 Main Street</li> <li>○ Anthony Homes, 1793 Wren Avenue</li> </ul> </li> </ul>
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- McAfee Towers, 1212 Gray Highway
- Shakespeare Homes, 3928 Bloomfield Drive
- Grove Park Village, 1505 Clinton Road
- 2009 Vineville, 2009 Vineville Avenue
- MHA website: [www.maconhousing.com](http://www.maconhousing.com)

**7.0 HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** Include statements related to these programs as applicable.

**(a) Hope VI or Mixed Finance Modernization or Development.** *1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>*

MHA plans to submit a 2009 HOPE VI Revitalization Grant Application for Tindall Heights public housing development. The onsite revitalization plan calls for the demolition of 55 structures (412 dwelling units) and replace with four distinct housing types: single-family, historic design townhouse duplexes and triplexes, garden apartments, and a senior mid-rise. The off-site replacement housing plan calls for the construction of single-family houses.

The HOPE VI application submission deadline is November 17, 2009. MHA will submit its application prior to the deadline with an anticipated HOPE VI grant award in the first quarter of 2010.

**(b) Demolition and/or Disposition.** *With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See HUD's website: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm) **Note:** This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.*

If awarded the HOPE VI grant, MHA will request authorization to demolish all 412 existing structures at Tindall Heights, with the exception of a portion of the existing Hester Bivins Community Center to preserve a piece of the community's heritage and history. MHA is fully committed to acting in an environmentally conscious manner and will utilize deconstruction techniques to the greatest extent feasible.

**(c) Conversion of Public Housing.** *With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>*

MHA does not intend to convert any public housing to tenant-based assistance during 2010.

**(d) Homeownership.** *A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.*

Please see Attachment A.

**(e) Project-based Vouchers.** *If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.*

MHA plans to "project base" some tenant-based Section 8 vouchers in 2010. (Please see Attachment A.) Circumstances which indicate that unit project-basing, rather than tenant-basing of the same amount of assistance, include (1) access to neighborhoods outside of high poverty areas, and (2) the need to expand and/or preserve affordable housing opportunities for low to moderate income renters, both general occupancy and special needs groups, in a variety of neighborhoods.

The following developments will continue to utilize project-basing in 2010:

	<ul style="list-style-type: none"> <li>• Pearl Stephens Village, Napier Avenue – 54 units</li> <li>• Colony West Apartments, Bloomfield Road – 26 units</li> <li>• Vineville Christian Towers, Vineville Avenue – 25 units</li> <li>• Pinewood Park, Mercer University Boulevard – 30 units</li> <li>• Baltic Park, Hightower Road – 26 units</li> <li>• Grove Park Village, Old Clinton Road – 40 units</li> </ul>
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.
<b>8.1</b>	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> PHAs must complete the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:</p> <p>Please see Attachment B(1-3).</p> <ol style="list-style-type: none"> <li>1. FY 2010 CFP Annual Statement</li> <li>2. 2008 CFP Annual Statement/Performance and Evaluation Report</li> <li>3. 2007 CFP Annual Statement/Performance and Evaluation Report</li> </ol>
<b>8.2</b>	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <i>PHAs must submit the Capital Fund Program Five-Year Action Plan (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.</i></p> <p>Please see Attachment B(4).</p> <p>FY 2010–2014 CFP Five-Year Action Plan</p>
<b>8.3</b>	<p><b>Capital Fund Financing Program (CFFP).</b> <i>Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: <a href="http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm">http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm</a></i></p> <p><input checked="" type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. (Beginning FY 2011)</p>
<b>9.0</b>	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <i>Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).</i></p> <p>Please see Attachment A.</p>
<b>9.1</b>	<p><b>Strategy for Addressing Housing Needs.</b> 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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. .</b></p> <p>Please see Attachment A.</p>
<b>10.0</b>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p><b>(a) Progress in Meeting Mission and Goals.</b> Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. <i>PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan.</i></p> <p>Please see Attachment A.</p>

	<p><b>(b) Significant Amendment and Substantial Deviation/Modification.</b> PHA must provide the definition of “significant amendment” and “substantial deviation/modification”. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)</p> <p>Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which also require formal approval of the Board of Commissioners. Ordinary changes in operating policies and procedures will not normally be considered to be substantial deviations or significant amendments or modifications, even if approved by the Board of Commissioners, nor will changes in the lease or other policies so long as these policies affecting residents have been exposed to the posting and comment process where required.</p> <p><b>(c)</b> PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually). (N/A)</p>
<p><b>11.0</b></p>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>



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## GOALS AND OBJECTIVES

### **Goal 1: Expand the supply of assisted housing.**

- Apply for additional rental vouchers, when available.
- Leverage private and/or other public funds to create additional housing opportunities.

*Progress Statement: This is a new goal for FY 2010.*

### **Goal 2: Operate Public Housing and Section 8 programs to industry standards.**

- Obtain no less than "Standard Performer" designation based on the Public Housing Assessment System (PHAS).
- Obtain no less than "Standard Performer" designation based on the Section 8 Management Assessment Program (SEMAP).
- Operate all federally funded housing programs with no unresolved review findings carried over between reviews.
- Operate all MHA programs in compliance with all applicable fair housing and equal opportunity regulations.
- Maintain a Section 8 Administration Plan and a Public Housing Admissions and Continued Occupancy Policy in compliance with current regulations.

*Progress Statement: The Macon Housing Authority achieved all of its stated objectives. MHA exceeded the "Standard Performer" designation for both the Public Housing Assessment System and SEMAP, actually achieving "High Performer" in both. MHA operated its Public Housing and Section 8 programs with no unresolved review findings and in compliance with the Fair Housing and Equal Opportunity Regulations. To the best of our knowledge, our Section 8 Administration Plan and Public Housing Continued Admissions and Occupancy policy comply with the latest regulations, including those which followed the passage of QHWRA.*

### **Goal 3: Provide homeownership opportunities for low and moderate-income families.**

- Assist the City and non-profit developers in their efforts to provide first-time homeownership.
- Operate a Section 8 homeownership program.
- Continue to offer lease purchase homeownership program through HOPE VI
- Work with agency partners and others to provide homeownership opportunities to residents in public housing, if and when available.

*Progress Statement: To date, MHA has acquired 148 parcels for transmittal to developers of single family housing for first-time homebuyers, including MHA subsidiary In-Fill Housing, Inc., resulting in 96 new houses being built and/or sold to first-time homebuyers.*

*MHA completed both the HOPE 3 program and the 5(h) Program. The HOPE 3 program enabled 20 very low-income families to become first-time homeowners and resulted in significant improvements to a low income neighborhood. Through the 5(h) program, 15 public housing units were sold to low-income or very low-income first-time homeowners.*

*So far, MHA has sold 4 of the original 25 homes in the previous HOPE VI Lease-to-Purchase Homeownership Program and will continue to work with residents to sell the remaining 21 units. In the 2009 HOPE VI application, MHA plans to construct or rehabilitate 94 single-family units. Initially, the*

units will be rental, with the intent to convert to homeownership some or all units under the Section 32 Homeownership program or after the LIHTC compliance period.

After executing a feasibility analysis for an MHA-sponsored Section 8 Homeownership program, our Board of Commissioners approved the Section 8 Homeownership Program in October 2006. The first closing occurred before the end of 2006. To date, MHA has issued four (4) Section 8 Homeownership Vouchers.

**Goal 4: Operate federally funded housing programs in a fiscally responsible manner.**

- Maintain PH operating reserves at a level of at least 30% of one year's total routine expenditures. This assumes adequate funding which is defined as 90% or more of Operating Fund eligibility; below that level, the objective is 20% of total routine expenditures.
- Maintain Section 8 Administrative operating reserve to HUD standard levels when funding levels are appropriate.
- Operate without any unresolved fiscal audit findings carried over between fiscal audits.

*Progress Statement: The Authority has exceeded all of its objectives. Operating reserves for both Public Housing and Section 8 exceed target, and there are no unresolved fiscal audit findings carried over between fiscal years.*

**Goal 5: Provide a safe, opportunity-rich living environment in Public Housing neighborhoods.**

- Provide opportunities for social and economic development, leading to increased self-sufficiency and independence for families, seniors, and the handicapped.
- If funding is provided, operate the Family Self-Sufficiency program for Public Housing and Section 8 residents.
- Maintain on-site services leases and MOAs with at least 20 agencies.
- Operate the Family Investment Center and the Buck Melton Community Center so as to offer the services of at least ten agencies to a minimum of 1,000 people per year.
- Develop and maintain viable Resident Associations in non-scattered MHA sites. Objective is accomplished when five sites meet MHA funding criteria.
- Implement and administer the ROSS Elderly/Persons with Disability program and the ROSS Family and Homeownership program to 300 or more public housing residents.

*Progress Statement: The Macon Housing Authority has met the individual list of objectives. The Family Investment Center, the Family Self-Sufficiency, Resident Opportunity and Self Sufficiency (ROSS), the Resident Association program, and programs operated through cooperating agencies are all offered as described in the objectives.*

**Goal 6: Impact homelessness.**

- Maintain a local homeless preference system and referral MOUs with local agencies.
- Operate Grove Park Village as a 40-unit permanent supportive housing development.

*Progress Statement: The Macon Housing Authority provides a local homeless preference system and referral MOUs with local agencies. Using non-public housing funds, MHA has developed and successfully operates Grove Park Village, a 40-unit permanent supportive housing complex for formerly homeless families with a mental health and/or substance abuse history.*

**Goal 7: Maintain the Public Housing physical plant in no less than satisfactory condition.**

- Obtain PHAS unit inspection score of no less than 20 points under the current PHAS system.
- Complete all preventive maintenance routines in accordance with system plan.
- Complete 99% of emergency work requests within 24 hours.
- Complete 90% of non-emergency work orders before year-end.
- Expend Capital Grant Program funds within four years of award.

*Progress Statement: The Authority has achieved all of its described objectives. The most recent PHAS physical score was 29 out of a possible 30 points. All targets for preventive, emergency and non-emergency maintenance work were met. All comprehensive grant program funds are expended in less than three years after allocation.*

## PHA PLAN ELEMENTS

### 1. ELIGIBILITY, SELECTION AND ADMISSIONS POLICIES; DECONCENTRATION AND WAIT LIST PROCEDURES

(Summarized from the MHA *Admissions and Continued Occupancy Plan* and the *Section 8 Administrative Plan*. In the event of an apparent conflict between this section and Board-adopted policy, the full policy governs.)

#### A. Public Housing

(1) **Eligibility.** Eligibility verification for admission to public housing varies by market conditions, but is usually less than one month prior to offer, when waiting list size allows. To establish eligibility for admission to public housing, MHA utilizes the following screening factors:

- (a) rental history
- (b) housekeeping
- (c) criminal records from local and State law enforcement agencies.

(2) **Waiting List.** MHA primarily uses a community-wide public housing waiting list.

- (a) Conventional public housing waiting list. All applicants must apply at MHA's Central Office during regular business hours. From time to time however, MHA, at its sole discretion and after public notice, will temporarily close the MHA public housing waiting list as market conditions dictate.
- (b) Site-based waiting lists are used at select properties, usually mixed-finance and/or those managed by private third-party firms. To apply, interested persons must contact the site offices of developments with site-based waiting lists. Families may simultaneously apply to the **two** site-based waiting list developments that are in operation.

MHA will operate **two** site-based waiting lists in the coming year. However, upon further research and at its sole discretion, MHA may institute more site-based waiting lists in 2010 and beyond, depending upon local market conditions and Board approval.

Site-Based Waiting Lists – Previous Year				
Development Name:	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	% change between initial & current mix of Racial, Ethnic or Disability demographics
2009 Vineville	01/14/2005	70% Black / 30% White	74% Black / 25% White / 1% Asian	+4% Black / -5% White / +1% Asian
Tattnall Place	01/01/2006	74% Black / 26% White	66% Black / 29% White / 3% Asian / 2% Other	-8% Black / +3% White / +3% Asian / +2% Other

(3) **Selection.** Applicants are ordinarily given three or more vacant unit choices before falling to the bottom or being removed from the waiting list. Obviously, the two developments with site-based waiting lists can only make a single offer.

**(4) Admissions Preferences.** MHA plans to exceed the federal requirements by targeting more than 40% of all new public housing admissions to families at or below 30% of median area income. Transfers will take priority over new admissions in the following circumstances:

- (a) emergencies
- (b) over-housed by two bedrooms or more
- (c) medical justification
- (d) administrative reasons (e.g., for displacement/modernization work).

By definition, a transfer (including the over-housed and under-housed) represents a choice to give the transfer a priority over a possible admission from the waiting list. In general, MHA processes those transfers by development when vacancies and turnover are low.

In addition to date and time of application, MHA applies several preferences for admission to Public Housing. Please refer to *Public Housing Admissions Preferences*, p. A-14.

**(5) Deconcentration & Income Mixing.** MHA has 18 family public housing developments covered by the deconcentration rule, none of which have average incomes above or below 85% to 115% of the average incomes of all such developments.

#### **B. Housing Choice Voucher / Section 8 Tenant-Based Assistance**

**(1) Eligibility.** To establish eligibility for admission to the housing choice voucher (HCV) program, MHA utilizes the following screening factors:

- (a) Previously evicted or has an outstanding debt to MHA; and
- (b) Criminal records from local and State law enforcement agencies.

**(2) Waiting List.** Interested persons may apply for admission to the HCV program at the Authority's Central Office and at sites determined and publicly advertised when the waiting list becomes open. As an alternative, MHA may also choose to announce application by telephone or alternate method.

**(3) Search Time.** MHA issues all vouchers for initial period of 120 days. Extensions beyond this are reviewed on a case-by-case basis, at the Authority's discretion and according to HUD policy and the MHA Administrative Plan.

**(4) Admissions Preferences.** MHA plans to exceed the federal targeting requirements by targeting more than 75% of all new HCV program admissions to families at or below 30% of median area income.

After the HCV waiting list is closed, applicants are ranked according to admissions preference. MHA applies the following order of preference to applicants:

- (a) Those who meet a local homeless and/or disabled definition **AND** are referred through a local agency memorandum of understanding (MOU).
- (b) Those who meet a local displacement definition.
- (c) Those who meet the elderly or disabled definition; no MOU required.
- (d) All others or those who do not meet any of the aforementioned preferences.

Among applicants with equal preference status on the waiting list, each is assigned a number determined by way of a lottery/random choice technique. Refer to *Establishing Preferences and Maintaining PHA Section 8 Waiting List*, p. A-18, for additional information.

## 2. FINANCIAL RESOURCES

<b>Financial Resources Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2010 grants)</b>		
a) Public Housing Operating Fund	\$8,384,944	
b) Public Housing Capital Fund	3,755,655	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for HCV Assistance	14,962,423	
f) Resident Opportunity and Self-Sufficiency Grants	259,522	
g) Community Development Block Grant		
h) HOME		
i) Other Federal Grants		
<b>2. Prior Year Federal Grants (unobligated funds only)</b>		
Capital Fund FY 2007	117,217	PH Capital Improvements
Capital Fund FY 2008	839,557	PH Capital Improvements
Capital Fund FY 2009	3,755,655	PH Capital Improvements
Public Housing Capital Fund (ARRA)	4,660,139	PH Capital Improvements
Capital Fund Recovery Competition (CFRC)	8,579,227	PH Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>	2,039,000	PH Operations
<b>4. Other income</b>		
Miscellaneous Income	150,000	PH Operations
<b>5. Non-federal sources</b>		
Interest Income	18,000	PH Operations
<b>TOTAL RESOURCES</b>	<b>\$47,521,359</b>	

## 3. RENT DETERMINATION

(Summarized from the MHA *Admissions and Continued Occupancy Plan* and the *Section 8 Administrative Plan*. In the event of an apparent conflict between this section and Board-adopted policy, the full policy governs.)

### A. Public Housing.

- (1) **Income-Based Rent.** MHA employs discretionary policies for determining income-based rent, with minimum rent set at \$50. In the event of a hardship, the tenant may request an exemption. Exemptions are granted at MHA discretion with appropriate verification congruent with 24 CFR 5.630. No rents are set at less than 30% of adjusted income, nor does MHA employ ceiling rents.

Regarding rent re-determination, families with income-based rent are required to report any change in family composition at the time of occurrence. Such families should report decreases in income at the time of occurrence and increases in income at annual re-examination or at the times specified in the policy.

- (2) **Flat Rent.** Families with flat rents are required to report any change in family composition at the time of occurrence, with changes in income reported at recertification every three years.

In setting market-based flat rents, the following sources are used to establish comparability:

- a. Section 8 rent reasonableness study of comparable housing
- b. Survey of similar unassisted units in the neighborhood

- c. Survey of similar unassisted units outside the neighborhood adjusted for market differences.

#### **B. Section 8/HCV Dwelling Units.**

MHA utilizes a payment standard which is 100% of Fair Market Rate. Payment standards are re-evaluated at least annually for adequacy. In considering its assessment of the adequacy of the payment standard, the Authority considers the success rates and rent burdens of assisted families. The Authority may also make changes in the payment standard when necessary for budget and/or cash management purposes. MHA's minimum rent for tenant-based assistance is \$50. A discretionary minimum rent hardship exemption policy has not been adopted.

#### **4. OPERATION AND MANAGEMENT**

The Macon Housing Authority maintains its dwelling units and properties in decent, safe, and sanitary condition and makes necessary repairs within a reasonable time frame. In order to fulfill our mission, it is essential that MHA's maintenance operation be adequately planned, staffed and monitored, and its results evaluated. Maintenance operating procedures are contained in a document entitled, *Standard Operating Practices of the Maintenance Department*, which is available for inspection upon request.

MHA staff provides routine maintenance to Public Housing units, while HCV landlords maintain voucher properties in accordance with HQS requirements. MHA inspects each dwelling unit prior to move-in, at move-out, and annually during occupancy. A supervisor or other qualified person regularly conducts quality control inspections of unit samplings to ensure each inspector is conducting accurate and complete inspections and there is consistency in application of Housing Quality Standards (HQS).

If damages have been caused by a household member or guest, the family can be charged for reasonable cost of repairs. MHA may also determine it necessary to take lease enforcement action against the family, if appropriate. Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, purposely disengage the unit's smoke detector, or cause damage to the unit are in violation of the lease. In such cases, the MHA provides proper notice of lease violation. When applicable, families are charged for maintenance and/or damages according to the MHA's current schedule. Work not covered in this schedule is charged according to actual cost of labor and materials to make the needed repairs.

MHA contracts with outside vendors for a variety of specialty service including, but not limited to, landscaping/lawn maintenance, custodial, apartment renovation, elevator maintenance, garbage pickup, security monitoring systems, HVAC systems, and pest control.

Warm temperatures and high humidity associated with the Deep South can make it extremely difficult to keep cockroaches and other pests under control. Because of the potential for and existence of infestation problems in various dwelling units, it is essential that certified pest control professionals be engaged for the treatment, eradication, and prevention of pests, so MHA awards an exterminating service contract annually. In addition to treating every dwelling unit on an annual basis, all vacant dwelling units which are made ready for occupancy are also treated, so as to minimize the infestation of roaches and pests. Any resident who experiences rodent, cockroach, and/or other pest problems in between scheduled treatments can call the Maintenance Operations Center to schedule additional treatment for the unit. Supplementary pest control may be ordered by MHA staff upon detection of evidence of infestation while performing inspections or routine maintenance.

## 5. GRIEVANCE PROCEDURES

(Summarized from MHA's *Public Housing Tenant Grievance Procedure*. In the event of an apparent conflict between this section and Board-adopted policy, the full policy governs.)

- A. **Residents.** MHA has adopted a grievance procedure to be used by public housing tenants seeking effective and efficient settlement of grievances against the Macon Housing Authority. The *Public Housing Tenant Grievance Procedure*, p. A-24, sets forth the requirements, standards, and criteria established to assure residents an opportunity for a hearing in connection with any MHA action or failure to act involving a resident's lease, rights, or welfare.
- B. **Applicants.** With regard to admissions, MHA allows denied applicants the right to an informal hearing as required by federal regulation. All hearing requests should be made in writing using the Hearing Request form, included as part of the admission denial notification letter. Applicants are encouraged to utilize legal services or other interpretation and are allowed to access their applicant files as necessary.

## 6. DESIGNATED HOUSING FOR ELDERLY AND DISABLED FAMILIES

McAfee Towers (GA007-011) and 2009 Vineville (GA007-25) have 197 and 104 units respectively designated as Elderly Only. MHA is in the process of completing the HUD-required documents needed to renew the designation of McAfee Towers and 2009 Vineville as "Elderly Only" projects. MHA intends to submit the required documentation by 09/30/2009.

## 7. COMMUNITY SERVICE AND SELF-SUFFICIENCY

- A. **Community Services and Amenities.** MHA provides year-round supportive services programs for upward mobility and self sufficiency to residents in public housing via its many active community service partners. The majority of the social service agencies we work with have executed leases and/or Memorandums of Agreement with MHA to offer and provide supportive services at nominal or no cost that will help remove barriers to family self sufficiency and are housed on site in two of our one-stop service centers, namely the Family Investment Center and the Buck Melton Community Center. Such partners include the Department of Family & Children Services for childcare assistance; River Edge Behavioral Health Center for mental health services; Central Georgia Technical College for adult education; Community Health Works for medical services to non or underinsured; Middle Ga. Council on Drugs for drug prevention education and intervention; Violence Intervention and Prevention program for domestic violence prevention and education; Macon-Bibb Economic Opportunity Council for energy and emergency assistance and for early childhood education in Head Start classroom; Family Counseling Center for individual, group family, and/or marital counseling; Motivating Youth Foundation and Phillips Performing Arts Studio for summer and after school program; Family Care Solutions for home health care training, certification and job placement; Boys & Girls Club for comprehensive after school program; Women, Infants and Children's program for pre-natal care and nutrition education/counseling, food assistance to pregnant women and their children; Aunt Maggie's Kitchen Table, an outreach service learning program from Wesleyan College to children and senior adults; City of Macon Police Department's AmeriCorp Cadet Program for crime prevention; and Meals on Wheels for meals to homebound residents.
- B. **Economic/Social Self-Sufficiency.** MHA supports public housing residents through the case management and direct services available through the ROSS Family & Homeownership program, the ROSS Elderly and Persons with Disabilities program, the ROSS Family Self Sufficiency program, and the HOPE VI Endowment Trust. These programs currently serve more than 500 residents. In support of the upward mobility and family self sufficiency initiatives, each year the MHA Board of Commissioners accepts and approves a resolution for the economic uplift of

residents in Public Housing highlighting the services and programs offered to assist residents with upward mobility.

- C. Community Service.** In accordance with HUD regulations, every adult resident (18 or older) who lives in public housing is required to perform eight (8) hours of community service each month, or to participate in a self-sufficiency program for a minimum of eight (8) hours each month, or participate in a combination of community service and self-sufficiency programming totaling eight (8) hours. This does not apply to those persons who are already working, elderly, disabled, exempted from work requirements under State welfare-to-work programs, or receiving assistance under a State program in compliance with such a community service program. This requirement is a part of the resident lease [Section 7(q)] signed by all public housing residents of the Macon Housing Authority. The MHA requires public housing residents to verify compliance annually, at least thirty (30) days before the expiration of the lease term. Third party verification must be provided by the entity with which the resident is performing the community service or training; self-certification by residents is not acceptable. As of 9/25/2009, of 357 residents covered under the community service requirement, 85.1% were in compliance.

Please note that in Macon, as with many other jurisdictions, local civil court justices are reluctant to evict families whose sole lease violation is non-compliance in the community service requirement. In the event that court evictions for non-compliance become actually or practically impossible to obtain, MHA will no longer seek them.

Under the provision of the law, noncompliance with the community service and self-sufficiency requirement is a lease violation and is grounds for non-renewal of the lease at the end of a 12-month lease term, but not for termination of tenancy during the course of the 12-month term. The non-renewal of the lease will result in the issuance of a 30-day notice to vacate. Upon the issuance of the notice, the MHA will move to evict the non-compliant household.

Regarding the treatment of income changes resulting from welfare program requirements, MHA complies with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 by:

- (1) Adopting appropriate changes to the Authority's public housing rent determination policies and training staff to carry out those policies;
- (2) Informing residents of new policy on admission and reexamination;
- (3) Actively notifying residents of new policy at times in addition to admission and reexamination; and
- (4) Establishing a protocol for exchange of information with all appropriate TANF agencies

## **8. SAFETY AND CRIME PREVENTION**

MHA utilizes the following to ensure the safety of its public housing residents and to reduce crime to the greatest extent possible in our neighborhoods.

### **A. Admissions Screening**

- (1) Families must meet eligibility criteria. Admission can be denied any applicant who has engaged in prohibited criminal activity or if the Authority has reasonable cause to believe a household member's current or past use of illegal drugs may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (2) The MHA may obtain police and court records within the past five years to screen applicants for admission to its Public Housing program and check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or eviction. MHA will

consider information from drug abuse treatment facilities or other evidence of rehabilitation if requested by the applicant.

**B. Lease Enforcement**

- (1) The Authority's security coordinator performs a monthly review of police reports involving our residents and/or our property, which may identify any lease violators.
- (2) Residents are routinely counseled on potential problems that could lead to lease violations, arrest, and/or eviction.
- (3) Appropriate action is taken on serious or continued lease violations.

**C. Law enforcement**

- (1) The MHA maintains close liaison with all local, state and federal law enforcement to improve their effectiveness in and around public housing.
- (2) The MHA employs six (6) part-time off-duty law enforcement officers to patrol public housing properties and conduct home visits to help ensure the safety of residents.
- (3) Local law enforcement K9 units are utilized to search for drugs.
- (4) MHA utilizes the barring of individuals from all MHA properties believed to be a threat to the health and safety.
- (5) The MHA cooperates with the STRIKE/FOCUS team, which is used for the purpose of getting guns off the streets.
- (6) MHA participates in *National Night Out*, a crime/drug prevention event which strengthens neighborhood spirit and police-community partnerships in the fight against local crime.

**D. Physical Security**

- (1) Housing Management staff performs routine checks of street lights in all public housing neighborhoods.
- (2) Fencing and lighting are installed to deter criminal activity.
- (3) Units are made burglary-resistant through the use of high quality doors, windows, security screens, and deadbolt locks.
- (4) Graffiti in public housing neighborhoods is removed within 24 hours to deter gang activity.
- (5) MHA is committed to presenting outstanding curfew appeal for deterring crime.

**E. Community Partnerships**

In an effort to keep public housing youth involved in positive alternatives and out of trouble, MHA partners with several community organizations to provide programs in public housing neighborhoods, including Boys & Girls Club, Joshua House, summer feeding programs, and various sports camps. Of course, our most important community partnership is that with our Resident Associations, with which we work on planning all of the above activities.

**9. PETS**

(Summarized from the MHA *Admissions and Continued Occupancy Plan* (ACOP). In the event of an apparent conflict between this section and Board-adopted policy, the full policy governs.)

MHA allows pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pet, including the cost of fumigating or cleaning their units. In exchange for this right, a resident assumes full responsibility

and liability for the pet and agrees to hold the Macon Housing Authority harmless from any claims caused by an action or inaction of the pet. This policy exempts assistive animals which are allowed in all public housing facilities with deposits and weight restrictions waived. Pets are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to prevent disturbing their neighbors. Additional details of this policy can be found in the Public Housing ACOP, Section G.10.

## **10. CIVIL RIGHTS CERTIFICATION**

The Macon Housing Authority certifies that it (1) examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; (2) addresses impediments in a reasonable fashion within available resources; (3) works with the local jurisdiction to implement its initiatives to affirmatively further fair housing; and (4) assures that the Annual Plan is consistent with the Consolidated Plan for the City of Macon, Georgia.

It is the policy of the Macon Housing Authority to comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and to affirmatively further fair housing.

MHA routinely procures the services of a third-party consultant to audit its activities regarding compliance with all handicap accessibility requirements. The last review was conducted in August, 2007 with no findings to report at that time. MHA currently has one unresolved fair housing complaint pending which involves a disabled resident of McAfee Towers; the MHA vigorously disagrees with the complaint and fully expects resolution in the Authority's favor.

MHA has won several awards for its development of specialized housing for the disabled and has been a pioneer in the concept of housing visitability. We have addressed housing programs for special needs persons through multiple memoranda of understanding with agencies such as Disability Connections for Medicare waivers and Habitat for Humanity for Section 8 homeownership opportunities.

Previous MHA outreach ventures for persons with disabilities include:

- Provision of applicant preferences for persons requiring special accommodations.
- Provision of Section 8 applicant preference for "Medicare Waiver" clients referred by Disability Connections under the terms of our MOU.
- Coordination of services to help elderly/disabled residents stay in their units rather than have to move to assisted living or nursing home facilities.
- Modification of existing dwelling units and public areas to accommodate the mobility, seeing, and hearing impaired (reasonable accommodation).
- New construction of properties with the needs of elderly and disabled in mind.

In addition, MHA contracts with an internal auditor to examine files for any compliance issues pertaining to public housing management, including fair housing. This auditor works directly with management to ensure that all compliance issues are addressed as expediently as possible. The Authority also works closely with the City of Macon in implementing any initiatives identified in the City's Analysis of Impediments to affirmatively further fair housing and consults with the City to ensure that the Authority's Annual Plan is consistent with the City's Consolidated Plan.

The management of MHA meets periodically to analyze demographic data of its residents, Section 8 and Public Housing waiting lists, and the local jurisdiction to determine if there are any classes that are being underserved by the MHA. The basis of the analysis does not reveal that any protected class

is underserved at the present time, although it does appear that Caucasians, who are not a protected class, may be somewhat underserved. Hispanic/Latino participation figures do not deviate substantially from census data, but we are concerned that, due to the growth of this class, actual numbers are likely to exceed census data. For this reason, we will seek community advocacy organizations in the local area which can refer eligible low-income Hispanic families to MHA for housing services and assist MHA with targeted outreach to the Hispanic community in Macon.

In the past, such analysis was generally accepted as sufficient and was probably the best available under the circumstances. The Authority desires, however, to take extra steps to ensure that it is in compliance with all Fair Housing rules and regulations. Therefore, we have budgeted funds in our Annual and Five-Year Plan to procure a third-party contractor to conduct an analysis of impediments to fair housing choice, with the following objectives:

- Analyze and eliminate housing discrimination in the MHA community.
- Promote fair housing choice for all persons.
- Provide opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin.
- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

#### **11. FISCAL YEAR AUDIT**

For Fiscal Year Ending December 31, 2007, the Macon Housing Authority received an Unqualified auditor's opinion on compliance for major programs and there were no material weaknesses or significant deficiencies identified in its financial statements.

#### **12. ASSET MANAGEMENT**

In 2008, the MHA implemented Asset Management and Project-Based Budgeting. We have compiled Approximately 15 scattered sites were grouped into 7 Asset Management Projects (AMPs) and 1 central office. AMPs were determined on the basis of physical proximity, size, tenancy, building type, and management needs. Each AMP has a project manager and an appropriate number of maintenance and support staff, depending on the size and management needs; maintenance is provided by project-based maintenance staff, central crews, and contract with third parties, as appropriate.

All revenues and expenses are tracked according to the AMP, each of which has a separate budget. Each AMP pays a property management, bookkeeping/IT, and asset management fee to the central office. Project revenues and expenses are continually analyzed by our Director of Asset Management with input from the directors of Finance, Housing Management, and Technical Services.

Long term operating, capital investment, rehabilitation, modernization, and disposition are performed centrally with input from each AMP manager.

#### **13. VIOLENCE AGAINST WOMEN ACT (VAWA)**

In 2008, the MHA Board of Commissioners adopted policies satisfying all requirements of the Violence Against Woman Act VAWA, Public Law 109-162; refer to *MHA Policy Adopting VAWA*, p. A-54. As part of its policies, MHA ensures that participants and residents are notified of their rights under VAWA by way of newsletters, bulletins, community billboards, and lease-up interviews.

Additionally, MHA entered into a Memorandum of Understanding (MOU) with the Violence Intervention and Prevention Program (VIPP) to accept referrals from MHA's public housing and Section 8 managers and caseworkers to assist individuals and families who may be confronted with

domestic violence, dating violence, sexual assault, or stalking situations. The objective of VIPP is to prevent and end domestic violence and sexual assault through empowerment, education, awareness, and advocacy. Services are extended to men, women, and children. When an MHA employee learns of a situation involving domestic violence, dating violence, sexual assault, or stalking, under the terms of the MOU with VIPP, a referral will be made and VIPP will work to provide counseling, education and further referral services to other professional organizations for additional help, as needed.

## PUBLIC HOUSING ADMISSIONS PREFERENCES

The Macon Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Incentives are expected to be used primarily to encourage working families to accept a unit in lower income developments where such families are underrepresented. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. Specific incentives will be individually approved by the Board of Commissioners.

It is the policy of MHA to fully implement the rental choice provisions of QHWRA (flat rents) to insure that the market based rents of the lowest income developments reflect the actual value of such units. This will enable such developments to compete more effectively with internal and external competition for the working poor. This policy is also intended to ameliorate disincentives to employment and encourage existing residents to increase their incomes.

### **1. Application Ranking (ADOPTED 3/2003)**

The Macon Housing Authority at its sole discretion hereby adopts admission preferences provided by the May 1, 2001 Federal Register (24 CFR Part 960.206).

Applications will be filed first by unit size and by unit type required (regular, elderly or handicapped). Within each category of unit size and type, the order of preference to select applications is as follows:

- A. First Preference  
Applicant families, otherwise eligible, who are elderly, handicapped or disabled families as defined in 24 CFR 5.603 who are receiving Social Security, SSI benefits or other disability benefits as a result of their inability to work.
- B. Second Preference  
Applicant families, otherwise eligible, who are currently employed and have been employed for 90 days or more and working an average of 20 hours per week as of the date on the application. "Employed" is defined as working for legal monetary compensation.
- C. Third Preference  
Applicant families, otherwise eligible, who are currently employed but have been employed less than 90 days and/or working an average of less than 20 hours a week as of the date on the application.
- D. Fourth Preference  
Applicant families, otherwise eligible, with income from Temporary Aid to Needy Families (TANF).
- E. Fifth Preference  
All other families.

### **2. Homeless Priority Within Each Preference**

Applicant families, otherwise eligible, who meet the definition of homeless. 'Homeless' is defined as any individual or family who:

- A. Lacks a fixed, regular, and adequate nighttime residence, AND

- B. Is living in a homeless shelter (or other temporary housing provided by an agency serving the homeless) both at the time of application as well as at the time of selection. The applicant must be living in a homeless shelter (or other temporary housing shelter provided by an agency serving the homeless) that is controlled in whole by an agency that has a current Memorandum of Understanding on file with the Macon Housing Authority. An applicant family must also be referred by such agency. Referrals in this regard must be accompanied by an official certification by the referring agency as to the homeless status of the applicant.

This priority cannot be claimed by:

- (1) An individual or family who is residing with relatives
- (2) An individual or family who has created a homeless situation for the sole purpose of obtaining the priority. Creating a homeless situation includes, but is not limited to:
  - a. purposely setting fire to existing shelter
  - b. being evicted from a rental unit for violation of the lease
  - c. voluntarily moving from an otherwise suitable unit

An applicant family, who qualifies for this priority will receive only one offer for a public housing unit. If this offer is refused, the homeless priority is void and the applicant will be ranked in the preference category for which they qualify.

Within each preference, applications will be ranked by priority along with the date and time of application as described in Section C7.0(2) of this policy.

MHA reserves the right to enter into a Memorandum of Understanding with any homeless agency at its sole discretion. The existence of homeless shelters in addition to the existence of a homeless priority does not create a property right actual or implied by any homeless shelter or related agency to enter into a Memorandum of Understanding with the Macon Housing Authority. The specific terms of any agreement are detailed by the Memorandum of Understanding itself.

None of the above preferences create a property right to claim a preference actual or implied for applicant families. The burden to provide verification for any preference claimed rests solely on the applicant individual or family. Failure to provide verification will result in denial of claimed preference.

If MHA determines that an individual or family does not qualify for a claimed preference, the procedures found in Section C7.0 (4) of this policy, "Grounds for Denial of Preference" will be followed.

### **3. Dwelling Unit Offers**

Matching the "ranking rentable unit" to the applicant at the top of the waiting list will be accomplished by offering that applicant the rental unit of the appropriate bedroom size that has been vacant the longest. However, the applicant is allowed the choice of any "available unit" in the applicant's appropriate bedroom size in that neighborhood where the "ranking rentable unit" is located. "Available unit" means any vacancy that has been prepared for re-occupancy and for which there is no other applicant commitment or acceptance of any previous MHA offer. The second-ranked applicant will be offered the rental unit of the appropriate bedroom size that is the next-longest vacancy. Matching other units to other applicants will proceed in this manner.

However, other provisions of this Section notwithstanding, homeless applicants within each priority will receive only one offer for the "ranking rentable unit" available at the time their eligibility is determined. If such applicants reject this offer, their priority (based on documented homelessness) will no longer be valid. In these instances such applications will be assigned to the appropriate classification, for continued processing in accordance with this Section.

When the applicant at the top of the waiting list 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:

- A. As an application moves near the top of the waiting list, the MHA 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.
- B. Upon offer of an apartment, the applicant shall have one business day to accept or reject the apartment. An additional business day may be granted, if necessary, to allow the applicant to inspect the apartment. The applicant's failure to give an answer within this time period shall be counted as rejection of the offer. The Resident Services Coordinator (RSC) is required to make a reasonable effort to show the vacant apartment to the applicant during this time period.
- C. 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, home visit by the RSC, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of acceptance of the offer but may be extended to a maximum of five additional days at the discretion of the MHA when it believes it necessary to alleviate hardship.

Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

#### **4. Refusal by Applicant of an Offer**

When an applicant refuses the offer of the "ranking rentable unit," the applicant will be offered at that time the longest vacant unit in all other neighborhoods, not otherwise obligated, that is ready for occupancy, and for which the applicant is eligible based on bedroom size. If this second offer is refused, a third offer in the same manner will be made to the applicant. This offer will be the next unit, vacant the longest and ready for occupancy in a neighborhood different from the first two, not otherwise obligated, for which the applicant is eligible based on bedroom size. As with the first offer, the applicant is allowed the choice of any "available unit" located in the neighborhoods where the second and/or third offer is made.

If all these offers are refused, the application shall be returned to the waiting list, with the "third offer rejection date" serving as the new "date of application." Provided, however, if the applicant presents satisfactory evidence that acceptance of any offered unit will result in undue hardship not related to race, color or national origin, the refusal will not count. Valid "hardship" includes: lack of transportation to employment when no automobile is owned; special school, health, child care or elderly needs are unavailable in the offered neighborhood's location; or, an employer has location requirements as to proximity of residence to the place of employment. Upon return to the top of the waiting list, three offers will again be made as noted above. If these three offers are refused, the application will be removed from the waiting list and placed in a permanent, inactive status. The applicant will be informed of the need to re-apply for housing assistance.

When a second or third offer cannot be immediately made because no unobligated vacancies exist at that time, the application will be placed in a "pending" status. When vacancies do occur for which that applicant will be eligible, second and third offers will be made to that applicant, prior to any initial offer being made to a family on the waiting list.

## **5. Grounds for Denial of Preference and Opportunity for Hearing**

If it is determined that an applicant does not meet the criteria for receiving a claimed preference, MHA will promptly provide the applicant with written notice of the determination. The Notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the MHA's designee to review it. The person designated by the MHA to conduct the informal hearing may be the person who made or reviewed the determination. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, handicap, familial status or national origin.

## **ESTABLISHING PREFERENCES AND MAINTAINING THE SECTION 8 WAITING LIST**

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

### **INTRODUCTION**

MHA's objective is to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the three local preferences which MHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains MHA's system of applying them. Placement on the waiting list in no way guarantees acceptance to the Section 8 program. MHA reserves the right to remove any individual or family from the waiting list for supplying false information, or not supplying MHA with requested information.

By maintaining an accurate waiting list, MHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

### **A. WAITING LIST** [24 CFR 982.204]

MHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for special admissions, applicants will be selected from the MHA waiting list in accordance with policies and preferences and income targeting requirements defined in this chapter.

The waiting list contains the following information for each applicant listed as listed on each pre-application:

1. Applicant name
2. Family unit size (number of bedrooms family qualifies for under MHA subsidy standards)
3. Date and time of application
4. Qualification for any local preference
5. Racial or ethnic designation of the head of household, for demographic research purposes only
6. Annual (gross) family income
7. Number of persons in family
8. Any other information which MHA or HUD may require from time to time

MHA reserves the right to stop application-taking at any time. The existence of a waiting list does not guarantee placement on the list. Placement on the waiting list only occurs when MHA opens the waiting list for application-taking. MHA opens the list at its discretion when it is estimated that additional applications can be processed in a timely manner, generally within the next eighteen months to two years.

### **B. SPECIAL ADMISSIONS** [24 CFR 982.203]

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. MHA maintains separate records of these admissions.

These types of admissions only occur when HUD awards MHA special funding that is targeted to specific families for specific reasons. Additionally meeting the following criteria for special admissions does not guarantee admission to the Section 8 program. Special admission applicants must otherwise qualify for admission to the program. Some examples of special admissions include:

1. A family displaced because of demolition or disposition of a public or Indian housing project as outlined in the Displacement Preference Policy;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project as outlined in the Displacement Preference Policy;
3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Additionally, the HUD office of the Inspector General and/or the U.S. Attorney's Office from time to time, contacts MHA wanting to house families or individuals under the Witness Protection Program. In these types of situations, MHA will at its discretion enter into an agreement with the Inspector General's Office or the U.S. Attorney's Office to house individuals who must otherwise qualify for Section 8. The HUD Inspector General may waive other provisions under this and HUD policy as it deems necessary to accomplish its purposes.

**C. LOCAL PREFERENCES** [24 CFR 982.207]

MHA has three local (not to be confused with any federal definitions) preferences:

1. Homeless Preference
2. Displacement Preference
3. Disabled Preference

**D. HOMELESS PREFERENCE**

1. For purposes of this policy, a homeless family lacks a fixed, regular and adequate night time residence; AND
2. Has a primary night time residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

**Memoranda of Understanding:**

All individuals or families who claim a homeless preference must present a letter from an agency that has a memorandum of understanding with MHA to certify that the particular individuals or families are homeless with respect to the above definition. Memoranda of understanding are currently on file with the following agencies:

1. Bibb County Department of Family & Children's Services
2. Macon-Bibb County Economic Opportunity Council, Inc.
3. Macon Rescue Mission, Elderly Division
4. Macon Rescue Mission, Women's Division
5. Macon Outreach

MHA reserves the right to add or remove agencies from this list at any time. MHA retains the sole right to determine whether an applicant meets the criteria for the homeless preference and may consider any other available information in making this determination.

## **E. DISPLACEMENT PREFERENCE**

From time to time, there is a need for low-income families to obtain a Section 8 voucher because their current place of residence (either a unit rented or owned by a low-income individual or family), is being considered for purchase to be demolished by an agency of the United States or by any state or local governmental body or agency, including the Macon Housing Authority (MHA), for the purpose of developing a public improvement program. When this occurs, MHA may offer assistance through the Section 8 rental assistance program in accordance with this policy.

### **Policy:**

1. At its sole discretion, MHA may enter into a memorandum of understanding, contract, or other type of agreement with Federal, state or local governments or agencies who are in the process of purchasing and disposing of homes or rental units for the purpose of developing public improvement programs.

When an agreement is reached between MHA and an appropriate agency, MHA will give preference to those families or individuals who are or will be affected by displacement action imposed by that Federal, state or local government or agency.

- a. "Displacement" means that a low-income individual or family will not have a suitable place of residence to reside in if action is taken to acquire and/or demolish their home or rental unit.
  - b. "Preference" means that an individual or a family, who is or will be affected by displacement action, will be given the opportunity to apply for a Section 8 voucher without having to be placed on the regular Section 8 waiting list and will receive a higher ranking than others on the waiting list, regardless of date of application. Among families equally qualified under this preference, those with the earliest date and time of application will normally be selected first, but MHA reserves the right to coordinate the actual issuance of vouchers to meet the scheduling needs of the cooperating agency, or for other business reasons.
2. If the individual or family is determined to be eligible, and has provided proper certification that displacement will occur, the individual or family will be issued a voucher to find Section 8 housing. The family or individual may also be issued a voucher to find Section 8 housing because of MHA initiated displacement.
    - a. "Eligible" means that an individual or family meets all the requirements found at CFR 982.201, Subpart E, and any other requirements as specified in the MHA Administrative Plan and memorandum of understanding, contract or agreement between MHA and the entity engaging in action which will displace a low-income family. Also, to be eligible, a low-income individual or family must provide proper certification that they will be displaced. MHA retains the sole right to determine eligibility.
    - b. "Proper Certification" means that the low income individual or family must obtain a letter, with such supporting documentation as MHA may require, from the agency with which MHA has entered into a signed agreement. The letter must include a statement that the low-income individual or family will be displaced because of the actions undertaken by the agency. The letter must also include a recommendation that the individual or family receive the displacement preference. MHA retains the sole right to determine the adequacy of the certification.
    - c. "MHA Initiated Displacement" means that MHA may cause displacement of Section 8 eligible families as a result of its own housing or redevelopment programs. In such cases, MHA shall document the displacement and determine eligibility at the outset of the project on an individual basis in the same manner as with an outside agency.

3. If a low income individual or family is approved for Section 8 rental assistance, the individual or family will be required to adhere to all Federal regulations and MHA policy pertaining to Section 8 continued occupancy.
4. Nothing in this policy creates a property right for any individual or family to receive the displacement preference. Additionally, this policy does not create a right for any governmental body or agency to enter into a memorandum of understanding, agreement or contract with MHA to provide the displacement preference.
5. When a need has been identified, MHA will develop an agreement which will include specific time limits, eligibility requirements, and any other lawful requirements which must be met before MHA will allow a low-income individual or family who is being displaced to apply for Section 8 assistance and receive a displacement preference.

#### **F. DISABLED PREFERENCE**

1. For the purposes of this policy, a person or family must meet the following definition for disabled to be considered for admission to the Section 8 program under this preference [24 CFR 5.403]:
  - a. Has a disability, as defined in 42 U.S.C. 423;
  - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    - i. Is expected to be of long-continued and indefinite duration;
    - ii. Substantially impedes his or her ability to live independently, and
    - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
    - iv. Has a developmental disability as defined in 42 U.S.C. 6001.
    - v. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
    - vi. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
    - vii. Means "individual with handicaps", as defined in §8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
2. In addition to the above criteria, any agency which MHA has entered into a MOU with, must also certify that the applicant in question would be able to live independently only with the housing assistance.
3. Any person or family claiming this preference must obtain a letter from an agency that has a Memorandum of Understanding with MHA to certify that the particular individual or family has a disability with respect to the above definitions in (1) and (2) above. Currently, MHA has a Memorandum of Understanding with Disability Connections, Inc., but may from time to time enter into Memorandum of Understandings with other agencies as circumstances warrant.

#### **G. LOCAL PREFERENCE SUMMARY**

Individuals or families who claim any of the local preferences as defined by this policy do not assume an automatic right of acceptance to the MHA Section 8 program. All local preference claims will be verified by MHA staff. Once a local preference has been verified, the applicant must meet all other MHA and

HUD prescribed eligibility criteria as defined in this policy. MHA reserves the right to reject any applicant who provides false information or fails to cooperate in obtaining information.

In the event that MHA receives applicants who claim one of MHA's established local preferences (homeless, displaced, disabled) at the same time, MHA will process the applications on a first come, first serve basis, by date and time. Also, in the event that a natural disaster strikes creating too many applicants needing assistance through the local preference system as defined herein, to be processed timely, MHA reserves the right to freeze all applications and make ordinal decisions or modification to this policy as needed.

#### **H. TREATMENT OF SINGLE APPLICANTS**

Single applicants will be treated as any other eligible family on the waiting list.

#### **I. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year MHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." MHA will admit families who qualify under the Extremely Low-Income limit to meet the income-targeting requirement, regardless of preference.

MHA's income targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

MHA is also exempted from this requirement where MHA is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out, as directed by HUD.

#### **J. CROSS-LISTING OF DIFFERENT HOUSING PROGRAMS AND SECTION 8**

MHA will not merge its waiting lists. However, if the Section 8 waiting list is open and the applicant has been placed on the public housing waiting list, or any project-based, or any moderate rehabilitation program waiting list, MHA will offer to place the family on its tenant-based assistance list.

#### **K. OTHER HOUSING ASSISTANCE** [24 CFR 982.205(b)]

Other housing assistance means a federal, state or local housing subsidy, as determined by HUD, including public housing. MHA will not take any of the following actions because an applicant has applied for, received, or refused other housing [24 CFR 982.205(b)]:

1. Refuse to list the applicant on the MHA waiting list for tenant-based assistance;
2. Deny any admission preference for which the applicant is currently qualified;
3. Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the MHA selection policy; or
4. Remove the applicant from the waiting list.

However, MHA may remove the applicant from the waiting list for tenant-based assistance if MHA has offered the applicant assistance under the voucher program.

#### **L. ORDER OF SELECTION** [24 CFR 982.207(e)]

MHA's method for selecting applicants from a preference category is designed to have a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this Administrative Plan. Selection from the waiting list will be made without regard to race, color, sex,

religion, creed, national or ethnic origin, familial status, ancestry, place of birth, handicap, disability or source of income.

Applications are filed using a computer-generated lottery system. Applications are filed and selected as follows:

1. Applicants otherwise eligible who claim one of the three MHA local preferences are assigned the designation of "P2".
2. Applicants otherwise eligible who do not claim any preference are assigned the designation of "P3".
3. Applicants otherwise eligible who are already recipients of other assisted housing are assigned the designation of "P4". "Assisted housing" means an applicant who is living in public housing or other Section 8 assisted housing (Section 236 properties, for instance). To be compliant with CFR 982.207(4), MHA will not deny a local preference or exclude a family from the program because the family is receiving subsidy assistance elsewhere. However, it is MHA's policy to help families who are not receiving any assistance first. When MHA has exhausted all "P3" applications, MHA will then undertake to mail "still interested" cards to all those applicants who are determined to be "P4" applicants. The "still interested" cards will state the deadline by which applicants must respond. If an applicant fails to respond within the stated reasonable timeframe, the applicant will be considered uninterested and the application will be removed from the waiting list. Those applicants who do respond within the stated deadline will be processed according to the lottery ranking assigned.

**M. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The waiting list will be purged approximately every two to three years by mailing a "still interested" card to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest. Any mailings to the applicant which require a response will state that failure to respond within ten days will result in the applicant's name being removed from the waiting list.

An extension of thirty days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. However, an applicant who claims a disability bears the full burden of providing all requested information by MHA regarding the said disability.

If a letter is returned by the U.S. Postal Service without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Executive Director or the Housing Assistance Director determines there were circumstances beyond the person's control, such as severe life threatening situations of the applicant as documented by a physician.

## PUBLIC HOUSING TENANT GRIEVANCE PROCEDURE

Note: Applies only to residents of Public Housing units located in Asset Management Projects (AMPs).

### **I. PURPOSE**

This Grievance Procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective, and efficient settlement of grievances against the Macon Housing Authority (MHA).

### **II. GOVERNING LAW**

The law governing this Grievance Procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec 1437(k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50–966.57).

### **III. APPLICABILITY**

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and MHA with the following two exceptions:

- A. This Grievance Procedure is not applicable to disputes between Tenants not involving MHA, or to class grievances involving groups of Tenants. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and MHA's Board of Commissioners.
- B. HUD had issued a due process determination that the law of the State of Georgia requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, MHA has elected to determine that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of MHA, or
  - (2) Any drug-related criminal activity on or near such premises.

### **IV. DEFINITIONS**

The following definitions of terms shall be applicable to this Grievance Procedure:

- A. **Grievance**. Any dispute which a Tenant may have with respect to an action or a failure to act by MHA in accordance with the individual Tenant's lease or MHA regulations, which adversely affects the individual Tenant's rights, duties, welfare, or status.
- B. **CFR**. The code of federal regulations, which contains the federal regulation governing this Grievance Procedure.
- C. **Complainant**. Any Tenant (as defined in this section below) whose grievance is presented to the Housing Authority Manager of the neighborhood or project in accordance with the requirements set forth in this policy.
- D. **Drug-related criminal activity**. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

- E. MHA or "Authority". The Macon Housing Authority, a body corporate organized and existing under the laws of the State of Georgia.
- F. Elements of due process. The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
  - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the Tenant to be represented by counsel;
  - (3) Opportunity for the Tenant to refute the evidence presented by MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
  - (4) A decision on the merits.
- G. Hearing Officer. An impartial person (or persons) selected in accordance with 24 CFR sec. 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.
- H. HUD. The United States Department of Housing and Urban Development.
- I. Notice. As used herein the term 'notice' shall, unless otherwise specifically provided, mean written notice.
- J. The "Regulations". The HUD regulations contained in subpart B of 24 CFR part 966.
- K. Tenant. The adult person (or persons) other than a live-in aid:
  - (1) Who resides in the unit and who executed the lease with MHA as a lessee of the dwelling unit, or if no such person resides in the unit,
  - (2) The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- L. Business Days. Monday through Friday of each week, except for legal holidays recognized by the federal government.

## **V. INCORPORATION IN LEASES**

This Grievance Procedure shall be incorporated by reference in all leases between Tenants and MHA at all public housing dwelling leases between Tenants and MHA.

## **VI. INFORMAL SETTLEMENT OF GRIEVANCES**

- A. Initial Presentation. Any Grievance must be personally presented, and any grievance shall be presented either orally by the Tenant or in writing by the Tenant or his authorized representative to the Housing Manager of the project in which the Complainant resides not later than ten (10) calendar days after the Authority's action or failure to act (unless the grievance is a result of a Termination of Tenancy due to non-payment of rent) which is the basis for the grievance, so that it may be discussed informally and settled without a hearing. It is the intent of this Grievance Procedure that those grievances resulting from the tenancy being terminated for non-payment of rent be resolved within fourteen (14) days from the date of service of the notification of termination of tenancy, when possible, the date of service to count as the first day of the notice period. Therefore, Complainant must file the grievance within three (3) calendar days after receipt of the Notice of Termination of Tenancy. In the event that the third day falls on a Saturday, Sunday or legal holiday, the Complainant may make the request on the next regular business day. Housing Managers and staff will aid Complainants in putting their oral grievance

into written form. Any necessary assistance will be provided by staff to the extent possible. The Complainant will be requested to sign the written complaint.

- B. Informal Settlement Conference. If the grievance is not determined by MHA to fall within one of the two exclusions mentioned in Section III B(1) and III B(2) above, then MHA will, within five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. Written Summary. Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by MHA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in the Complainant's tenant file.

## **VII. FORMAL GRIEVANCE HEARING**

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:

- A. Request for Hearing. If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to the Housing Authority Manager of the neighborhood or project no later than five (5) business days after the date Complainant receives the summary of discussion as required under Section VIII below.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance;
  - (2) The action or relief sought by the Complainant;
  - (3) If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a hearing during the next ten (10) business days.
- B. Failure to Request Hearing. If the Complainant fails to request a formal hearing within five (5) business days after receiving the written summary of the informal settlement conference, MHA's decision rendered at the informal hearing becomes final and MHA is not thereafter obligated to offer the Complainant a formal hearing.

## **VIII. COMPOSITION AND SELECTION OF HEARING OFFICERS**

All grievance hearings shall be conducted by three (3) hearing officers of which there must be one (1) hearing officer from the following groups:

- (1) Each grievance hearing panel of three (3) officers must consist of one (1) hearing officer who is a resident of the Macon Housing Authority.
- (2) Each grievance hearing panel of three (3) officers must consist of one (1) hearing officer who is an employee of the Macon Housing Authority.
- (3) Each grievance hearing panel of three (3) officers must consist of one (1) hearing officer who is a resident of Bibb County but is neither an employee of the Macon Housing Authority nor a resident of the Macon Housing Authority.

- A. Selection of Hearing Officers. The selection of persons to be hearing officers shall be governed by the following procedures:
- (1) The Management of the Macon Housing Authority will select a pool of five (5) employees of the Macon Housing Authority to serve as grievance hearing officers.
  - (2) The presidents of the Inter Neighborhood Resident Association shall nominate and elect a pool of five (5) Macon Housing Authority Residents to serve as grievance hearing officers.
  - (3) The presidents of the Inter Neighborhood Resident Association shall nominate, vote on, and recommend eight (8) Bibb County residents who are neither Macon Housing Authority residents nor employees of the Macon Housing Authority to serve as grievance hearing officers. Of those eight (8) recommended Bibb County residents, the Management of the Macon Housing Authority may choose five (5) Bibb County residents to serve as grievance hearing officers. In the event the Macon Housing Authority is not satisfied with the first list of eight (8) Bibb County residents supplied by the twelve presidents of the Inter Neighborhood Resident Association, the Inter Neighborhood Resident Association shall submit a second list of eight (8) Bibb County residents who are neither Macon Housing Authority residents nor employees of the Macon Housing Authority. The Management of the Macon Housing Authority then, from these two (2) combined lists totaling sixteen (16) Bibb County residents, shall choose five (5) Bibb County residents to serve as grievance hearing officers.
- B. Qualification of Hearing Officer. No person shall be elected or serve as a hearing officer for the Macon Housing Authority grievance procedure unless this person meets the following qualifications:
- (1) Each person serving as a grievance officer must be at least eighteen (18) years of age and willing to serve as hearing officer.
  - (2) Each person serving as a hearing officer must state that they are willing and able to attend hearings they are scheduled to conduct.
- C. Term of Office. The term of office of each of the Macon Housing Authority grievance hearing officers shall be two (2) years from the date of selection.
- D. Resignation and Removal of Hearing Officer. Any hearing officer may resign at any time by giving written notice to the Director of Housing Management at the central office of the Macon Housing Authority. In the event, during the unexpired portion of the hearing officer's two-year tenure, the hearing officer does not meet the qualifications as described above, the hearing officer may be removed by the Macon Housing Authority.
- E. Vacancy.
- (1) A vacancy in the office of a hearing officer who is an employee of the Macon Housing Authority shall be filled for the unexpired portion of the term by the management of the Macon Housing Authority.
  - (2) A vacancy in the office of a hearing officer who is a resident of the Macon Housing Authority shall be filled for the unexpired portion of the term by the presidents of the Inter Neighborhood Resident Association's nomination and election of a Macon Housing Authority resident.
  - (3) A vacancy in the office of a hearing officer who is a Bibb County resident, but is neither a resident of the Macon Housing Authority nor an employee of the Macon Housing Authority, shall be filled for the unexpired portion of the term by the Management of the

Macon Housing Authority's selection from three (3) recommendations provided by the presidents of the Inter Neighborhood Resident Association. Of the three (3) recommended, the Management of the Macon Housing Authority shall choose one (1) to fill the unexpired portion of the term. In the event the Macon Housing Authority is not satisfied with the first list of three (3) Residents supplied by the twelve presidents of the Inter Neighborhood Resident Association, the Inter Neighborhood Resident Association shall submit a second list of three (3) Bibb County residents who are neither Macon Housing Authority residents nor employees of the Macon Housing Authority. The Management of the Macon Housing Authority then, from these two (2) combined lists totaling six (6) Bibb County residents, shall choose one (1) Bibb County resident to serve as grievance hearing officer.

F. Designation of Hearing Officer. The designation of hearing officer for grievance hearings shall be governed by the following procedures:

- (1) All hearings will be held before a panel of three (3) hearing officers consisting of one (1) hearing officer from each of the three (3) pools consisting of five people. The three (3) pools are the following:
  - (a) The pool of five (5) hearing officers that are residents of the Macon Housing Authority;
  - (b) The pool of five (5) hearing officers that are employees of the Macon Housing Authority; and
  - (c) The pool of five (5) hearing officers who are Bibb County residents but are neither residents nor employees of the Macon Housing Authority.
- (2) Services of a hearing officer will be performed on a rotating basis of the alphabetical listing of the names of each hearing officer in the three (3) pools of grievance officers.
- (3) Furthermore, each hearing officer is expected to disqualify himself or herself as a hearing officer in a particular case if the hearing officer is not fully capable of impartiality. The person designated to serve on a particular panel must disqualify himself or herself from hearing the grievance on any particular panel if the grievance involves personal friends, relatives, persons with whom they have any business relationship, persons who reside in the same neighborhood or are part of the same individual Macon Housing Authority Resident Association, or if the grievance involves any matter which the hearing officer has a personal interest. If for any reason, the hearing officer cannot serve as a hearing officer on any particular panel, the hearing officer will not serve again until the next rotation of the above described alphabetical listing of hearing officers. Each grievance hearing officer who is a Macon Housing Authority employee must disqualify himself or herself if he or she made, participated in, or approved the Macon Housing Authority action which is under review in the grievance procedure or if he or she is a subordinate of such person that made or approved of the action which is under review in this grievance procedure.

In the event a hearing officer fails to disqualify himself or herself as required in this Grievance Procedure, the Macon Housing Authority will remove the panel member from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should, but did not, disqualify himself or herself, and schedule a new hearing with a new panel of hearing officers.

## **IX. SCHEDULING OF HEARINGS**

A. Hearing Prerequisites. A complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following requisites to such a hearing:

- (1) The Complainant has requested a hearing in writing.
- (2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

B. Time, Place, Notice.

- (1) Upon Complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the Complainant and the MHA not later than the tenth (10) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate MHA official, who, unless otherwise designated, shall be the Director of MHA.

## **X. PROCEDURES GOVERNING HEARINGS**

A. Fair Hearings. The hearings shall be before a panel of three hearing officers as described in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any MHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to make copies of any such documents at the Complainant's expense. If MHA does not make a document available for examination upon request by the Complainant, MHA may not rely on such document at the grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statement on the Complainant's behalf.
- (3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by MHA, and to confront and cross examine all witnesses upon whose testimony or information the MHA or its management relies.

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

B. Failure to Appear. If the Complainant or MHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and MHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the Complainant may have to contest MHA's disposition of the grievance in an appropriate judicial proceeding.

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

D. Informality of Hearing. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be

received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

- E. Orderly Conduct Required. The hearing officer shall require MHA, the Complainant, counsel and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- F. Assignment of Duties. The members of the hearing panel shall arrange among themselves for division of duties, questioning, time, and such other matters as pertain to the joint execution of duties.
- G. Transcript of Hearing. The Complainant or the MHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. Accommodation to Disabled Persons. MHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

#### **XI. DECISION OF THE PANEL OF HEARING OFFICERS**

At or subsequent to the completion of the grievance hearing, the panel of hearing officers shall make a determination as to the merits of the grievance. The determination of the panel must be made by the majority of the panel (at least two panel members). The following provisions shall govern:

- A. A panel hearing officer member voting in the majority shall be selected to prepare a written decision. The hearing panel member selected to prepare a written decision shall prepare a written decision, together with the reason for the decision, within ten (10) business days after the completion of the hearing. The panel hearing officer may request assistance from the Macon Housing Authority or the Macon Housing Authority's attorney in drafting the written decision of the hearing panel.
  - (1) A copy of the decision shall be sent to the Complainant and the MHA. MHA shall retain a copy of the decision in the Complainant's tenant folder.
  - (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by MHA and made available for inspection by any prospective Complainant, his/her representative, or the hearing officer.
- B. Binding Effect. The written decision of the hearing officers shall be binding upon MHA, which shall take all action, or refrain from any actions, necessary to carry out the decision unless MHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:
  - (1) The grievance does not concern MHA action or failure to act in accordance or involving the Complainant's lease, or MHA's regulations, which adversely affect the Complainant's rights, duties, welfare, or status; or
  - (2) The decision of the hearing officers is contrary to applicable federal, state or local law, HUD regulations, or requirements of the Annual Contributions Contract between HUD and the MHA.
- C. Continuing Right of Complainant to Judicial Proceedings. A decision by the hearing officers or Board of Commissioners in favor of MHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights

of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **XII. NOTICES**

All notices under this Grievance Procedure shall be deemed delivered postage prepaid, First Class by the U.S. Postal Service.

If a tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

## **XIII. MODIFICATION**

This Grievance Procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of MHA, present at regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by MHA, before final adoption of any amendments hereto.

## **XIV. MISCELLANEOUS**

- A. Captions. Captions or paragraph headings set forth in the Grievance Procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. Concurrent Notice. If a Tenant has filed a request for grievance hearing hereunder in a case involving MHA's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under federal law run concurrently. Therefore, if the hearing officer upholds MHA's action to terminate the tenancy, MHA may commence an eviction action in court upon the latter of two, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of the hearing officer to Complainant.

## **HOMEOWNERSHIP VOUCHER PROGRAM OPTION**

### **I. GENERAL PROVISIONS**

Under 24 CFR 982.625, PHAs may elect to provide Housing Choice Voucher assistance to an eligible family that purchases, rather than rents, a dwelling unit that will be occupied by the family. The homeownership option does not require, and HUD does not provide, additional or separate funding. Macon Housing Authority (MHA) will use the voucher program funding previously established under existing Annual Contributions Contracts (ACC) for the Housing Choice Voucher program to fund the Homeownership Voucher program option.

However, at any time, and at MHA's discretion, the homeownership option may be discontinued due to lack of funding or for any reason as determined by MHA.

Nothing in this chapter shall constitute a right by a Section 8 participant, financial institution, real estate developer, agent, or any other interested parties to participate in MHA's Section 8 homeownership option.

The program will provide additional affordable housing opportunities for low-income families who qualify and encourage self-sufficiency among Housing Choice Voucher Program participants.

### **II. INITIAL ELIGIBILITY REQUIREMENTS**

A Housing Choice Voucher program applicant or participant, who wishes to utilize their voucher subsidy to purchase, rather than rent a home, must meet the following initial eligibility requirements:

1. A family must meet the general requirements for admission to or continued participation in the MHA Housing Choice Voucher program.
2. Current Housing Choice Voucher Program participants must be in full compliance with their lease and Housing Choice Voucher program requirements and must terminate their current lease arrangement in compliance with the lease (at least a 30-day notice is required).
3. The family must be "first-time homeowners", meaning that a family member must not have owned title to a principal residence in the last three (3) years. Residents of limited equity cooperatives are eligible for the homeownership program.
4. The head of household or spouse must be employed full-time (employment must average a minimum of 30 hours per week) and have been continuously employed before commencement of homeownership assistance. "Continuously employed" is defined as a person who has been employed for not less than one (1) year with not less than a four (4) week interruption (this includes a person who is self employed).
5. The family must have at least \$15,000 annual income. Public assistance income may not be used for meeting the income requirements when the family is not elderly or disabled. "Public assistance" includes federal housing assistance or the housing component of a welfare to work grant; TANF assistance, SSI that is subject to an income eligibility test; food stamps; general or other assistance provided under a federal, state or local program that provides assistance available to meet family living or housing expenses. Seasonal employees such as teachers must be certified annually instead of on an interim basis when income decreases for a short period of time (i.e. summer vacation).

- a. A head of household who is elderly or disabled is not required to meet the employment requirement in #4 above. Additionally, an elderly or disabled head of household is not required to meet the income requirements in #5 above. An elderly or disabled head of household is only required to meet their lender's income/working requirements. Furthermore, if a family other than an elderly or disabled family includes a person with disabilities, MHA may grant an exemption from the employment requirement if MHA, at its sole discretion, determines that an exemption is needed as a reasonable accommodation to allow full access to the program.
  - b. There may be occasions when a family does not meet MHA's minimum income qualification. However, the family that can demonstrate that it has been pre-qualified or pre-approved for financing with their current income may use that income to qualify for participation in the program. However, the pre-qualified or pre-approved financing must meet MHA's established requirements for financing the purchase of the home. And, the pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets MHA's HQS standards in MHA's jurisdiction.
6. The family must not owe money to MHA or any other housing authority.
  7. A head of household or spouse who has previously defaulted on a mortgage obtained through the Homeownership Voucher program is not eligible to purchase another home with voucher assistance.
  8. A married head of household, who is physically separated (does not share residence) but not legally divorced from his or her spouse, must either divorce or include the spouse (and his/her income) in the household for the eligibility
  9. If an applicant wishes to buy a home with a co-applicant, the co-applicant must be included in the applicant's Housing Choice Voucher at the time of application.

### **III. PARTNER AGENCIES**

At its sole discretion, MHA may enter into a Memorandum of Understanding (MOU) with agencies that it determines will help MHA best achieve the goal of assisting qualified Section 8 residents to obtain homeownership.

This includes, but is not limited to, agencies who may have clients with special physical or mental needs. Additionally, by using a MOU, MHA, at its sole discretion, may waive certain provisions of this plan (with the exception of required HUD regulations or lender requirements), when, in the interest of a potential homebuyer or group of homebuyers, MHA determines that by waiving such provisions, the potential homeowner or group of potential homeowners along with the community will benefit by such action. Again, MOUs are entered into at the sole discretion of MHA. Nothing in this policy gives any agency group or other interested party the right, implied or otherwise, to enter into a MOU for any reason.

### **IV. HOMEBUYER EDUCATION**

HUD requires that families receive pre-purchase homebuyer education (8 hour minimum) before they are eligible to receive assistance through the Homeownership Voucher Program option. The family will not be considered eligible to use their voucher to purchase a home until they have completed the homebuyer education requirements and secured appropriate financing to purchase a home. All eligible applicants will be given information regarding a MHA approved agency that offers homebuyer education. At a minimum, the homebuyer education will include the following:

- Budgeting and money maintenance
- Credit counseling
- Knowing key personnel and their roles in the home buying process
- How to negotiate the purchase price
- Preparation for loan qualification and application
- How to obtain homeownership financing
- How to find a home
- Advantages of purchasing and how to locate a home in the area that does not have a high concentration of low-income families
- Maintaining a home
- Avoiding delinquencies, defaults, and foreclosures

Upon completion of the pre-purchase homebuyer education, MHA voucher holders should have an understanding of how to do the following:

- Determine if homeownership is right for them
- Budget and manage their credit
- Determine what they can afford to spend on a home
- Identify what they want and need in a home
- Shop for a home that meets their needs
- Decide how much to offer for a house
- Obtain and use a home inspection
- Shop for an affordable mortgage
- Know what to expect at closing and settlement
- Meet the ongoing financial obligations of homeownership and avoid default
- Care for the home after purchase
- Budget and save for expected and unexpected home repairs
- Take advantage of financial opportunities that come with homeownership

Once the applicant has successfully completed the homeownership program, the applicant must provide MHA with a certificate or other documentation verifying successful program completion.

**V. SECTION 8 HOMEOWNERSHIP COMMITTEE EVALUATION CRITERIA**

Once a participant has made application (in a form prescribed by MHA), the application will be forwarded to the Section 8 Homeownership Committee, hereafter known as the “Committee” for review.

The Committee shall consists of representatives from MHA and various agencies chosen by MHA, who, in MHA’s sole judgment are able to fairly apply the selection criteria as outlined herein. Nothing in this Plan gives any individual or agency the right to become a member of the committee. Committee members are chosen by MHA at its sole discretion.

The Committee shall apply the following affordability and suitability criteria when selecting potential homebuyers for the program:

*NOTE:* The scoring criteria contained in Sections 1(a) and 1(c) below will not be applied to an elderly or disabled head of household or to a household that contains a person with disabilities that has been determined by MHA, at its sole discretion, to be exempt from these requirements as a reasonable accommodation. Families who are in this category must meet all other requirements unless specifically noted, have sufficient income (in the sole judgment of MHA) to sustain homeownership, and will have to score within the applicable ranges contained in Sections 1(b) and 1(d) below.

1. Scoring Criteria: Each applicant will be evaluated using a system based on a one hundred (100) point scale as follows:
2. a. Total Annual Income
  - Income at or above \$20,000 = 35 points
  - Income between \$18,000 and \$19,000 = 25 points
  - Income between \$17,000 and \$17,999 = 20 points
  - Income between \$16,000 and \$16,999 = 10 points
  - Income between \$15,000 and \$15,999 = 5 points
  - Income below \$15,000 = Not Eligible
- b. Credit Scores

Credit scores will be assessed based on reports obtained from Equifax, Experian, and Transunion.

  - Beacon score of 600 or above = 35 points
  - Beacon score of 500 to 599 = 25 points
  - Beacon score of 400 to 499 = 15 points
  - Beacon score of less than 400 = Not Eligible
- c. Employment History
  - Employed for more than 3 years = 15 points
  - Employed for more than 2 years = 10 points
  - Employed for more than 1 year = 5 points
  - Employed less than 1 year = Not Eligible
- d. Section 8 Participant History

Participant has not had a counseling report filed with the Section 8 department at MHA and has not violated any Section 8 Family Obligations during the past 24 months and does not have a criminal record involving crimes of a physical violence nature against persons or property including drug related crimes in the past five (5) years.

  - No history = 15 points
  - History = 0 points

In addition to the scoring mechanism herein, the Committee will also review the applicant's initial eligibility requirements to determine eligibility. Once the Committee reaches a decision regarding a Section 8 Homeownership applicant, the applicant will be notified in writing within 10 business days. A favorable review by the Committee does not guarantee that an applicant will ultimately obtain a home since lenders, among other factors, have their own set of requirements that are separate from MHA's requirements. If an unfavorable decision is rendered, the applicant may request an informal hearing according to the provisions of this Administrative Plan.

## **VI. FINANCING**

Participating families are responsible for securing financing for the purchase of a home that is insured or guaranteed by the state or Federal government, complies with secondary mortgage market underwriting requirements, or complies with generally accepted private sector underwriting standards. Although MHA will not direct families to any particular lender, Rural Development, Fannie Mae, other lenders, and other non-profit entities currently offer affordable mortgages to low income families participating in the Homeownership Voucher program.

The proposed financing terms (HUD-1 Settlement) must be submitted to and approved by MHA prior to the close of escrow. MHA staff will review the terms of financing for each family to protect the family from predatory or abusive lending practices. The following terms are not acceptable:

- Loans that have total closing costs that exceed 6%
- Loans which have origination costs which exceed 1%
- Loans that include high credit insurance premiums
- Loans with balloon payments or adjustable rate mortgages (ARMS) that will not be paid of by the subsidy before maturity
- Loans with above-market interest rates or discount points
- Loans with pre-payment penalties
- Loans with excessive fees or fees that have not been adequately explained to the borrower
- Loans that are originated by sub prime lenders
- Loans that do not include amounts for tax and insurance escrows
- Loans that are seller financed (except in the case where, at MHA's sole discretion, MHA has entered into a Memorandum of Understanding with an agency or entity that owns homes and wishes to finance part or all of the sale)

#### **A. Financing Models**

Participating families may use one of three (3) financing models in the Homeownership Voucher program.

##### **1. Mortgages Under the Section 8 Homeownership Option, General:**

Mortgages under the Section 8 Homeownership option allow the Homeownership Voucher Program participant (borrower) to secure a first mortgage that covers the entire purchase price of the home. HUD's September 7, 2001 Mortgagee Letter (2001-20), advises lenders to assume the housing assistance payment will continue for at least three years. The Mortgagee Letter (2001-20) also advises lenders of acceptable underwriting methods when working with Homeownership Voucher participants. The following are acceptable underwriting methods for loans made to Homeownership Voucher Program participants:

- Add the subsidy payment (HAP) to borrower's income as an "other" source of income. The subsidy payment may be "grossed up" 25 percent.
- Deduct the subsidy payment (HAP) from the principal, interest, taxes, and insurance (PITI). Housing debt to income ratio is based upon the "net housing obligation" of the borrower.

The participant makes a payment for his portion of the monthly mortgage payment (approximately 30% of his monthly adjusted income) directly to the lender, and MHA pays the remainder of the mortgage payment directly to the lender or loan servicing company. At the end of the maximum term (15 years), the Housing Choice Voucher mortgage assistance payment ends, and the family is responsible for the full mortgage payment (for disabled families, the assistance payment continues for the loan term).

The following models are for illustrative purposes only and are intended to aid applicants and lenders in structuring loans and payment terms:

**Model #1 - Example of the 15 Year Mortgage Model:**

Mortgage Term	15 years
Price of home	\$80,000.00
Required down payment by purchaser	\$ 800.00
Required down payment by other	\$ 1,600.00
Loan amount	\$77,600.00
Interest rate	6%
Payment (P & I only)	\$ 654.83
Total Payment (T, I, PMI)	\$ 764.83

**Section 8's Contribution (Model #1):**

Yearly income of head	\$18,000.00
Deductions (2 children)	\$ 960.00
Adjusted yearly income	\$17,040.00
Adjusted monthly income	\$ 1,420.00
S8 total tenant payment (AMI x .30)	\$ 426.00
S8 payment to lender (PS – TTP)	\$ 326.00
Homeowner share	\$ 438.83
Total monthly payment to lender	\$ 764.83

**Model #2 - Example of the 30-Year Loan Model with Refinancing for 30 Additional Years @ Year 15:**

Original loan amount	\$77,600
Total paid by HAP & owner @ end of Year 15	\$22,466
Loan balance @ end of Year 15	\$55,133
REFI @ 16 <sup>th</sup> year @ 6% for 30 years	(360)
Payment (P & I)	\$330.56
Total payment (T & I)	\$365.00

**Section 8 Contribution for Model #2:**

Section 8's contribution would no longer apply in Model #2 once the initial 15 year amortization was complete. Refinancing at beginning of year 16 allows the homeowner to reduce total out of pocket monthly payments thus keeping the purchase affordable.

**Model #3 - Example of the 30 Year Model (Subsidy Ends at End of Year 15):**

Mortgage term	30 years
Price of home	\$80,000
Required down payment by purchaser	\$ 800
Required down payment by other	\$ 1,600
Loan amount	\$77,600
Interest rate	6%
Payment (P & I only)	\$465.25
Total payment (T, I, PMI)	\$575.25

**Section 8 Voucher Contribution for the 30 Year Model (Model #3):**

Yearly income of head	\$18,000
Deductions (2 children)	\$ 960
Adjusted Yearly Income	\$17,040

Adjusted Monthly Income	\$ 1,420
S8 Total Tenant Payment (AMI x .30)	\$ 426
S8 payment to lender (PS – TTP)	\$326.40 until Year 16
Owner share until year 16	\$249.25 (\$575.25 @ Year 16)
One mortgage payment	\$575.25

**B. Down Payment**

A minimum down payment of three (3) percent of the purchase price is required for participation in the Homeownership Voucher program. At least one percent of the purchase price must come from the family’s personal resources. The family may use grants or any other type of resources or funding to cover the remainder of the down payment and the closing costs.

**VII. FINAL ELIGIBILITY DETERMINATION**

To ensure an accurate HAP figure for the lender, the family’s income will be recertified again when MHA is notified of the loan closing date.

**VIII. VOUCHER ISSUANCE AND TIMEFRAME FOR UTILIZATION**

A voucher for homeownership purposes will be issued to the family following the final eligibility determination. Once the Homeownership Voucher is issued, the family will have a maximum of 120 days from the issue date of the voucher to find a home and enter into a “sales contract”.

Any extensions beyond 120 days will be at the sole discretion of MHA’s Director of Housing Assistance or the Executive Director and will be based on verifiable events that are beyond the participant’s control (i.e., extended hospital stays, family emergencies, etc.).

**IX. SUBSIDY STANDARDS**

Because the family may not compensate for family composition changes by relocating without selling their home, an exception to the regular Housing Choice Voucher program subsidy standards is necessary. For purposes of the Homeownership Voucher Program and determining which payment standard to use in the calculation of the owner’s portion, the family will not be required to share bedrooms. The subsidy standard will be one bedroom per household member unless it is determined that a family needs additional bedrooms as a reasonable accommodation.

**X. SALE CONTRACT AND INSPECTION REQUIREMENTS**

This section details the requirements of the “Sales Contract” and the inspection of units in the Homeownership Voucher program.

**A. Sales Contract**

Participants in the Homeownership Voucher program must complete a “Sales Contract” or Residential Purchase Agreement (herein “Agreement”) with the owner of the property to be purchased. The Agreement should include at least the home’s price and terms of sale, the purchaser’s pre-purchase inspection requirements and notice that the sale is conditional on the purchaser’s acceptance of the inspection report, and an agreement that the seller is obligated to pay for necessary repairs. The sales contract must be approved by MHA.

**B. Independent Inspection**

The participant must obtain an independent professional home inspection of the unit’s major systems at the participant’s expense. The inspection must cover major building systems and

components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems.

### **C. Housing Quality Standards Inspection**

MHA will conduct a Housing Quality Standards (HQS) inspection according to the HUD guidelines and will review the independent professional inspection of the unit's major system to determine if the unit may be approved for program participation.

MHA will perform at least one additional HQS inspection at the family's first annual recertification. MHA may elect to conduct other HQS inspections at the request of a partner agency or lender (not to exceed three in a two-year period). Based on the inspection(s), the family will be sent a list of suggested repairs. MHA will not, however, conduct a re-inspection to determine if the repairs have been completed. In contrast to the rental assistance program, the family will not be considered non-compliant with the program if they fail to make repairs within a certain time frame. The HQS report may be shared with the lender at the lender's request to allow the lender to work with the family on securing financing for any major repairs necessary to maintain the quality of the home.

If the home was constructed within sixty (60) days of the Contract for Sale and has remained unoccupied during that time, the use and occupancy letter from the local code administrator can be substituted for the pre-purchase inspection.

MHA retains the right to disqualify the unit for inclusion in the homeownership program based on either the HQS inspection or the professional inspection report findings.

## **XI. PORTABILITY**

Families who are determined eligible for homeownership assistance may exercise their right to relocate outside of MHA's jurisdiction if the receiving public housing authority is administering a Homeownership Voucher program and is accepting new families into its Homeownership Voucher program.

However, in accordance with 24 CFR 982.353(2)(ii), a family wishing to exercise the portability option can only do so at the end of the initial twelve (12) month period from the time that the family first purchased the home *IF* the family purchased the home as a newly admitted participant to the Section 8 program. Otherwise, a family may choose to exercise the portability option at any other time if all other requirements have been satisfied that govern portability moves as well as continued Section 8 occupancy in general.

## **XII. PERMITTED UNIT TYPES**

The unit must be an existing dwelling (the foundation must be poured or the unit must be under construction) before the Contract of Sale is executed. Most single family unit types are eligible, such as single family homes, condominiums or town homes, manufactured homes (must have permanent foundation) or modular or pre-fabricated homes. If the family does not own fee title to the real property on which the home is located (e.g. manufactured housing on a land lease property), the family must have the right to occupy the site for a period of at least forty (40) years to qualify for participation. MHA will approve units on a case-by-case basis.

## **XIII. PERMITTED OWNERSHIP ARRANGEMENTS**

To be approved for the program, a home must either be under construction or already existing at the time MHA makes the final eligibility decision. The homeownership option may be utilized in the following two types of housing:

1. A unit owned by the family, where one or more family members hold title to the home, including homes previously occupied under a lease-purchase agreement;
2. A cooperative unit, where one or more family members hold membership shares in the cooperative (applies only to elderly and disabled persons as a reasonable accommodation).

The participant must determine and document whether or not the unit is in a flood hazard area. Units in flood hazard areas must be insured at the expense of the participant for flood damage.

#### **XIV. HOMEOWNERSHIP ASSISTANCE PAYMENT**

The participant's monthly mortgage assistance payment will equal the lower of the following:

1. The voucher payment standard minus the Total Tenant Payment (TTP) (the greater of 30% of monthly adjusted income or 10% of monthly income); or
2. The monthly homeownership expenses minus the TTP.

Homeownership expenses include principal and interest on the mortgage debt, mortgage insurance premiums, real estate taxes and homeowner insurance, MHA allowance for utilities (as published by MHA at time of purchase, i.e., date of purchase contract), MHA allowance for Maintenance and Repairs and other costs as MHA determines necessary, including the cost of making the home accessible for a family member with disabilities if necessary as a reasonable accommodation.

Because the homeownership expenses as defined by HUD as found in 24 CFR 982.635(c) usually sum to be greater than the TTP, MHA will usually use the Payment Standard minus the TTP method in determining the HAP portion. However, to be compliant with 24 CFR 982.635(a), MHA will determine which method to use in determining the HAP amount on a case-by-case basis.

Mortgage assistance payments will be made by MHA directly to the approved mortgage lender, loan servicing company, or other lender.

The household must include at least one employed member at all times during participation in the Homeownership Voucher program earning a minimum of \$15,000 annually, unless the head or spouse is disabled. The household is responsible for the first mortgage payment in full at all times.

In the event of a loss of employment that results in employment income of less than \$15,000 annually, the household will be offered six months to secure new employment earning at least \$15,000 annually. If at least one household member does not secure new employment income of at least \$15,000 annually with the six month time period, the assistance will be terminated.

An exception to the six month timeframe for securing new employment may be considered when a household member loses his job due to no fault of their own, such as a factory closing or layoff. An exception may also be considered for long-term medical incapacitation or as a reasonable accommodation. In this case, the household must send a letter requesting an exception to MHA's Director of Housing Assistance or its Executive Director. Documentation of the job loss or medical necessity or need for reasonable accommodation, will also be required.

#### **XV. PAYMENT STANDARD**

At initial move-in to the Homeownership Voucher program, the payment standard used for the family is the regular payment standard applicable by bedroom size in Bibb County.

The payment standard for subsequent years (after the initial year) will be based on the higher of the following:

1. The payment standard in effect at commencement of the homeownership assistance; or
2. The payment standard in effect at the most recent regular recertification of the family's income and size.

#### **XVI. REQUIRED HOME MAINTENANCE ESCROWS**

At the commencement of homeownership, homeowner shall place in escrow (savings account) monies on a monthly basis to be used for future major home repairs. The following items are considered by MHA to be "major" and require that monies be escrowed to repair/replace when needed:

- Hot water heater (gas or electric)
- Package heating and a/c unit
- Roof (shingles only)

The following schedule shall be followed and may be changed at any time due to inflation or general cost and price increases:

Refrigerator	\$ 450
Hot water heater	\$ 450
Package heating/air unit	\$3000
Roof (shingles only)	\$3000
TOTAL	\$6900
Monthly escrow	\$6,900/15/12
	= \$6,000/15 = \$460
	= \$460/12 = \$38.00 per mo.

Therefore, homeowner will be required to place in escrow \$38.00 a month during the entire term of the Section 8 subsidy.

By requiring a Section 8 homeowner to maintain a maintenance escrow account, MHA does not warranty any of the work materials obtained by the homeowner in the course of procurement, replacement, or repair work.

#### **XVII. UTILITY ALLOWANCE**

The regular Housing Choice Voucher program utility allowance will only be utilized for the Homeownership Voucher program when it is determined that MHA must use the monthly homeowner expense minus the Total Tenant Payment method in determining the HAP portion of the monthly mortgage payment.

#### **XVIII. MAXIMUM SUBSIDY TERM**

Homeownership assistance will only be provided for the time period the family is in residence in the home. Housing Choice Voucher assistance may be provided for a maximum of fifteen (15) years if the initial mortgage secured to finance the purchase of the home has a term that is twenty (20) years or longer. Elderly and disabled families are exempt from the 15-year maximum time limit. The participant will be recertified on an annual basis to determine income eligibility. In the event that the participant's income increases to the point that they are no longer eligible to receive a mortgage subsidy (i.e. zero mortgage assistance payment), MHA will notify the lender(s) or loan servicing company of the family's increased financial responsibility for the payment. The family,

however, remains eligible for the program, in the event that their income decreases, for 180 days from the date of the change (zero HAP period).

#### **XIX. FAMILY OBLIGATIONS**

Before commencement of homeownership assistance, the participant must execute a "Statement of Family Obligations for the Homeownership Program" in the form prescribed by MHA. To continue to receive homeownership assistance, a participant must comply with the following family obligations:

1. The participant must comply with the terms of any mortgage securing the debt incurred to purchase the home, and any refinancing of such debt.
2. During the period of time the participant is receiving homeownership assistance, the family may not sell, convey, or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
3. During the period of time the participant is receiving homeownership assistance, the family may not take out a home equity loan without the written consent of MHA (and mortgage lender).
4. During the period of time the participant is receiving homeownership assistance, the family must supply required information regarding income and family composition in a timely manner in order to calculate correctly total tenant payment and homeownership assistance.
5. During the period of time the participant is receiving homeownership assistance, the family must provide information on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt, and any sale or other transfer of interest in the home.
6. During the period of time the participant is receiving homeownership assistance, the family must notify MHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
7. During the period of time the participant is receiving homeownership assistance, the family must notify MHA before the family moves out of the home.
8. At annual recertification, the participant must document that he or she is current on mortgage, insurance, and utility payments.
9. At annual recertification, homeowner must present MHA with an accounting of required home maintenance escrows.
10. The household must include at least one employed member at all times during participation in the Homeownership Voucher program earning a minimum of \$15,000 annually, unless the head or spouse is elderly or disabled. In the event of loss of employment that results in annual income of less than \$15,000, the household will be offered six months to secure new employment.
11. The family must disclose and verify social security numbers as provided by 24 CFR Part 5, Subpart B and must sign and submit consent forms for obtaining information in accordance with the same.
12. The family must not sublease or otherwise rent the house.
13. Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the Section 8 Housing Choice Voucher Homeownership program.

14. Members of the household may not engage in drug related criminal activity, violent activity, or other criminal activity that threatens the health, safety, and right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the home.
15. Members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the home.
16. Any and all information supplied by the family as it relates to the Section 8 Homeownership voucher must be true, complete, and accurate.

## **XX. TERMINATION OF ASSISTANCE**

The family must comply with all Family Obligations as outlined in this Administrative Plan. Failure to comply with the Family Obligations of the Homeownership Voucher program may result in termination of the family's assistance.

In addition to a breach of the family obligations, the following will also be grounds for termination of assistance:

1. A participant defaults on his or her mortgage loan (i.e. fails to fulfill a monthly payment obligation as required by the Deed of Trust note on a timely basis), as determined by the lender.
2. The family is dispossessed from the home due to a judgment or order of foreclosure.
3. The family transfers or conveys the ownership of the home.
4. The family has been unemployed for six months.

If MHA proposes to terminate assistance, the family will be given an opportunity to have a hearing. Hearings will be offered and administered in compliance with the policies contained in this Administrative Plan.

If a family is terminated from the Homeownership Voucher program, they must reapply for the program in order to receive rental assistance under the general Section 8 Housing Choice Voucher program, at such a time as prescribed by MHA, i.e., when the waiting list is open.

## **XXI. LEASE TO PURCHASE AGREEMENTS**

Lease-to-purchase agreements are considered rental property and subject to the normal Housing Choice Voucher program rules and regulations. The family will be subject to the homeownership requirements at the time the family is ready to exercise the homeownership option under any lease-to-purchase agreement.

## **XXII. HOME SALE**

The family must sell their current home purchased as a "first time homebuyer" under the Section 8 Homeownership program in order to purchase another home with Homeownership Voucher assistance. If the family requests to purchase another home with Housing Choice Voucher assistance after they have sold their first home, they must meet the eligibility requirements for participation in the homeownership program (e.g. must meet income and employment requirements). The maximum term of homeownership assistance applies to the cumulative time the family receives homeownership assistance. The family may not move more than once in any twelve (12) month period.

### **XXIII. ANNUAL RECERTIFICATION**

At least ninety (90) days prior to the family's annual recertification date, MHA will contact the family and request updated income and other verification information and, when necessary, schedule an HQS inspection. The family must cooperate with the recertification process in order to remain eligible to receive assistance through the Homeownership Voucher program.

### **XXIV. INTERIMS**

As a matter of practicality, MHA will not require that participants in the Section 8 Homeownership program report increases in their income on an interim basis. However, increases to income must be reported at annual recertification. Increases to the family's portion due to an increase in income will become effective on the 1<sup>st</sup> day of the month following their recertification.

Decreases in income must be reported within ten (10) days of the occurrence. In the event that a participant fails to report a decrease in income timely, the resulting decrease in their portion of the mortgage payment will not become retroactive, but will become effective on the 1<sup>st</sup> day of the month after it is reported.

## SECTION 8 PHA PROJECT-BASED ASSISTANCE

The Macon Housing Authority (MHA) continues to diversify its housing programs in order to provide much needed housing assistance in ways that traditional assisted housing programs have not. In 2000, MHA created a subsidiary non-profit, In-Fill Housing, Inc. (In-Fill), which has been involved in a variety of new housing initiatives. In-Fill is the managing General Partner for Baltic Park, L.P., which developed an 80-unit Low Income Housing Tax Credit apartment community (Baltic Park Apartments) for seniors and others aged 55 or older. Baltic Park Apartments was completed in 2003.

Another MHA-affiliated non-profit, Grove Park Village, Inc. borrowed \$3.2 million in Permanent Supportive Housing Program funds from the Georgia Department of Community Affairs (DCA) for a 40-unit development known as Grove Park Village. Grove Park Village was completed in 2005. In-Fill was also the developer of Grove Park Village.

For both of these developments, the use of Project-Based Assistance (PBA) was needed. For Baltic Park Apartments, In-Fill's application for tax credits included the use of PBA for 8 of the 80 units. Baltic Park Apartments is located in south Macon, which has had no new multi-family units in more than 30 years. MHA wanted to make certain that at least a minimal number of units were available and affordable for lower income people. MHA later allocated 28 PBA units to Baltic Park in September 2003, ensuring affordability for at least that many very low income families.

Baltic Park Apartments offers numerous amenities attractive to lower income seniors, including a variety of supportive services from local agencies. Although the unit rents are well below market – \$415 for a 1BR unit and \$480 for a 2BR – they still exceed the rent that a fixed-income senior can afford. The use of PBA for this development is therefore consistent with the MHA Agency Plan and MHA's mission to provide new affordable housing for lower income families.

For Grove Park Village, the use of PBA was a DCA program requirement. Grove Park Village is for special needs populations – people with a disability and who have also been homeless, and who cannot afford a market rate unit. DCA's requirement that Permanent Supportive Housing Program developments receive PBA assistance is to ensure the affordability of these units for very low income families.

In 2006, a third new PBA-assisted multi-family housing development in Macon opened. Located at 4755 Mercer University Drive, Pinewood Park Apartments has received 30 units of Project-Based Assistance from MHA. This development also received tax credits and HOME funds from DCA and is a welcome addition to the Mercer University Drive area.

In 2008, MHA supported two tax additional credit projects that received financing from DCA. Pearl Stephens Village is an adaptive reuse of an older elementary school, located on Napier Avenue in west Macon. This 61-unit development now includes 54 PBA units for very low income seniors aged 62 and older.

Colony West Apartments is a recently completed “gut rehab” of an older 76-unit development located on Bloomfield Road in south Macon. MHA is providing 26 units of PBA for this development.

MHA's Board of Commissioners will on occasion authorize management to seek PBA proposals from interested owners and managers. Applications were received on August 9, 2006 and rated/reviewed by

MHA staff soon thereafter. This process led to the selection of Vineville Christian Towers, an elderly high-rise development, which has received 25 PBA units. Vineville Christian Towers is not affiliated with MHA.

Looking ahead, MHA is contemplating PBA for Bartlett Crossing, a pending tax credit application at DCA. Bartlett Crossing will be 75 single-family units in the Napier Avenue area. MHA is considering submitting a PBA Plan to the MHA Board of Commissioners for review and approval in the near future.

MHA is committed to the strategic use of PBA to expand and/or preserve affordable housing supply, as well as providing assistance to affordable housing development identified as a high priority in our community. This includes worthy projects proposed by non-profit or for-profit third parties, whether or not affiliated these entities are with MHA. It also includes the use of PBA in the redevelopment of existing public housing, whether through HOPE VI or other mixed-finance methods.

General locations: Baltic Park Apartments is located in south Macon at 860 Hightower Road. Grove Park Village is located at 1505 Old Clinton Road, near the intersection of Old Clinton Road and Shurling Drive. Pinewood Park Apartments is located at 4755 Mercer University Drive, less than ½ mile from the Macon Mall. Pearl Stephens Village is located at 3321 Napier Avenue. Colony West Apartments is located at 5224 Bloomfield Road. Vineville Christian Towers is located at 2394 Vineville Avenue.

Projected number of units for PBA: MHA is well below the 20% unit limitation for PBA. MHA has allocated a total of 201 PBA vouchers for the developments described above. The maximum number of units that MHA can allocate PBA is 552.

Conformity to fair housing and nondiscrimination requirements: Ensuring decent affordable housing and promoting new housing opportunities for people with disabilities is consistent with MHA's mission and the Agency Plan. MHA certifies that all PBA developments were selected in conformance with the PBA selection requirements at that point in time, and particularly, in accordance with the requirements of the January 16, 2001 Federal Register Notice which was in effect at that time for Baltic Park, Grove Park Village and Pinewood Park. MHA certifies that the October 13, 2005 requirements in the PBA Final Rule have been followed for the most recent developments, including Pearl Stephens Village, Colony West Apartments and Vineville Christian Towers.

## HOUSING NEEDS

### Housing Needs of Families on Public Housing Waiting Lists (as of 09/09/09)

	# of families	% of total families	Annual Turnover
Waiting list total	2,536		586
Extremely low income <=30% AMI	2,371	93.49%	
Very low income >30% but <=50% AMI	154	6.07%	
Low income >50% but <80% AMI	11	0.43%	
Families with children	2,309	91%	
Elderly families	30	1%	
Families with Disabilities	197	8%	
Race: African American	2,403	94.76%	
Race: Caucasian	119	4.69%	
Race: Hispanic	14	0.55%	
<b>Bedroom Size (PH)</b>			
1BR	946	37.30%	
2 BR	899	35.45%	
3 BR	443	17.47%	
4 BR	232	9.15%	
5 BR	16	0.63%	
5+ BR	—	—	
Is the waiting list closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

### Housing Needs of Families on Section 8/HCV Waiting List (as of 09/09/09)

	# of families	% of total families	Annual Turnover
Waiting list total	2,019		234
Extremely low income <=30% AMI	1,514	75%	
Very low income >30% but <=50% AMI	444	22%	
Low income >50% but <80% AMI	61	3%	
Families with children	1,486	74%	
Elderly families	281	14%	
Families with Disabilities	252	12%	
Race: African American	2,016	99.85%	
Race: Caucasian	3	0.15%	
Is the waiting list closed? <input checked="" type="checkbox"/> Yes If yes: HOW LONG HAS IT BEEN CLOSED? <b>24 months</b> Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" 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 checked="" type="checkbox"/> Yes – Homeless / displaced, per local preference / Disability Connections referrals.			

## **Strategies for Addressing Housing Needs**

### **I. Shortage of affordable housing for all eligible populations**

#### **A. Maximize the number of affordable units available to the PHA within its current resources.**

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

#### **B. Increase the number of affordable housing units.**

1. Apply for additional Section 8 units should they become available
2. Leverage affordable housing resources in the community through the creation of mixed-finance housing
3. Pursue housing resources other than public housing or Section 8 tenant-based assistance

### **II. Families at or below 30% of median**

#### **A. Target available assistance to families at or below 30 % of AMI**

1. Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
2. Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance
3. Adopt rent policies to support and encourage work

### **III. Families at or below 50% of median**

#### **A. Target available assistance to families at or below 50% of AMI**

1. Employ admissions preferences aimed at families who are working
2. Adopt rent policies to support and encourage work

### **IV. The Elderly**

#### **A. Target available assistance to the elderly**

1. Seek designation of public housing for the elderly
2. Public housing admission preferences for the elderly

**V. Families with Disabilities**

**A. Target available assistance to Families with Disabilities**

1. Carry out the modifications needed in public housing based on the Section 504 Needs Assessment for Public Housing
2. Apply for special-purpose vouchers targeted to families with disabilities, should they become available
3. Affirmatively market to local non-profit agencies that assist families with disabilities)
4. PH admission preferences for disabled and Disability Connections referrals

**VI. Races or ethnicities with disproportionate housing needs**

**A. Conduct activities to affirmatively further fair housing**

1. Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
2. Market the Section 8 program to owners outside of areas of poverty /minority concentrations
3. Develop a broad range of affordable housing opportunities in inner-city, mid-town, and suburban locations.

**Reasons for Selecting Strategies**

The following factors influenced MHA's selection of strategies to pursue:

- Funding constraints
- Staffing constraints
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available
- 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
- Long-term commitment to providing housing choices while reducing low income concentration

## RESIDENT ADVISORY BOARD COMMENTS

The Annual and Five-Year Capital Fund Plan for FYs 2010-2014 was presented to the Resident Advisory Board (RAB) on September 17, 2009 at 9:00 AM in the Anthony Homes Community Center.

RAB members present:

Azilene Lowe	McAfee Towers
Vondell Powell	Pendleton Homes
Connie Singleton	McAfee Towers
David Scott	Pendleton Homes
Annie Walker	Tindall Heights
Beverly Nesbitt	Felton Homes
Constance Graham	McAfee Towers
Ruby Smith	Anthony Homes

MHA staff present:

- John H. Hiscox, Executive Director
- Tracy Barlow, Technical Services Director
- Michael Colbert, Housing Management Director
- Mohan Aggarwal, Modernization Coordinator
- Kathy Rowlands, Planning & Evaluation Coordinator
- Trysha Stephens, Resident Organization Specialist

Others: Tom Sitten, City of Macon Economic & Community Development Department

Executive Director John Hiscox thanked everyone for attending the meeting held to solicit input from resident leaders on the Authority's 2010 Agency Plan. He emphasized the importance of the meeting as millions of dollars in capital funding would be spent over the next several years and decisions made today could impact the future of MHA neighborhoods in terms of how they look and operate.

Referring to the Five-Year Capital Fund Plan (CFP), Mr. Hiscox explained the term "fungibility". He stated that as a High-Performer agency, HUD allows us flexibility to transfer funds from item to item in any year and for any project within the five-year plan. He then introduced Mohan Aggarwal to review the proposal and report on capital improvements planned for the next five years.

Mr. Aggarwal distributed copies of Budget Revisions and Performance & Evaluation Reports for Fiscal Years (FY) 2006, 2007, and 2008; Budget Revision for FY 2009; American Recovery and Reinvestment Act (ARRA) grant funding for FY 2009 with revised budget; and the Capital Fund Program Proposed Budget for FYs 2010–2014.

Mr. Aggarwal asked the group to review the handout with him. He explained that the majority of the Capital Fund for FY2006 (\$3,522,084) was spent on the addition of community space at Felton Homes through renovation of the McKenna Armory (\$1.89 million). Other improvements included community center renovations at Tindall Heights, Bowden Homes, Felton Homes, Davis Homes, and Anthony Homes; Central Office building roof replacement; cable/security system upgrades and renovation/addition of common space at McAfee Towers. Mr. Aggarwal reported that all work under this program had been completed and funds expended.

Reporting on the FY 2007 CFP, Mr. Aggarwal stated that of \$3.5M, \$3.17M had been expended; work at the Felton Homes community center is still in progress. Other improvements included: Replacement of A/C equipment at Tindall and Mounts; addition/renovation of Felton community space; scheduled replacement of refrigerators at Davis Homes; and landscaping at McAfee Towers.

Next, Mr. Aggarwal reviewed improvements executed from the FY08 CFP. He reported that four units previously occupied by HeadStart and Women Infants and Children were being returned to occupancy and the old Felton community center was being converted into office space for Housing Management. Other improvements included: new roofs at Murphey, Pendleton, Bloomfield, and McAfee Towers; replacement of floor tiles, plumbing repairs, and new kitchen cabinets/faucets at Pendleton homes; Felton community center; replacement of refrigerators at Davis, Bobby Jones, Shakespeare, and scattered sites; and replacement of hot water heaters and elevator equipment at McAfee Towers. Referring to roof replacements, Mr. Hiscox noted that MHA's first priority is to put a roof over the heads of our residents. Regarding the McAfee elevators, Mr. Barlow stated that those repairs should be completed around the end of October 2009. Mr. Hiscox added that, while it had been a major inconvenience to have only one elevator at times, making improvements to the McAfee elevators was the right thing to do. McAfee resident Connie Singleton stated that improvements were already visible.

Referring to Page 5, American Recovery & Reinvestment Act (ARRA) Formula Funding for FY 2009, Mr. Aggarwal stated that this was windfall funding received from the congressional economic stimulus package. He explained that these funds would be spent for partial modernization of Pendleton Homes. Planned improvements include replacement of the following: windows; exterior and interior doors; vinyl flooring; kitchen appliances; kitchen cabinets, sinks, and faucets. Site improvements will include sidewalks, landscaping, and fencing; and the resurfacing of parking areas and roads. ARRA funding will also be used to upgrade bathrooms, plumbing fixtures and electrical equipment at Pendleton, as well as clothesline removal and installation of dryer connections.

Mr. Hiscox stated that, not only would Pendleton residents benefit from the stimulus funds, there was something to be gained by residents of all MHA neighborhoods. He explained that Pendleton was next on the Authority's list for modernization and, as a result of the ARRA windfall, money that had been set aside for Pendleton could now be released for other uses. He added that management was actively seeking additional stimulus funding, as well as researching the feasibility of leveraging CFP funds. Hiscox explained that, when the ARRA funding was announced, time was of the essence as the stimulus funds were to be used for "shovel ready" projects, i.e., those that could be executed immediately. As a result, we promptly engaged an architect and the work is now out for bid.

Tindall Heights resident Annie Fields asked if it would be possible to install a side door at Pendleton units. Mr. Hiscox responded that it would be difficult to do that and noted that most apartments have only one exit door. Pendleton resident Vondell Powell asked about additional fencing. Mr. Colbert responded that, if money is available, we plan to install fencing around the entire Pendleton property.

The discussion then moved to regular capital funding for FY 2009. Noting the difference between Original Budget and Revised Budget for the new funding, Mr. Aggarwal explained that we received \$125,000 less than anticipated based on previous year allocations. Referencing the Tindall Heights line item, he noted that those funds were reallocated since we are not yet ready to proceed on reconstruction and since a HOPE VI application for Tindall is underway. While much of this CFP will be used for Pendleton Homes, other plans include: landscaping at scattered sites; roof replacement at Felton and Mounts; new refrigerators at Willingham and Roff/Markwalter; upgrade of the central office computer system; and repair of twin underground storm pipes at Anthony Homes. Mr. Hiscox noted that underground pipes is one of those items that residents would never be aware of until it collapses. While

there may be a general tendency to repair/improve only those items that can be seen, he stated that MHA residents have always understood that certain unseen maintenance is a necessity.

Mr. Hiscox reported that MHA had submitted an application for the Capital Fund Recovery Competition (CFRC) on behalf of Felton Homes; awards are to be announced no later than September 30<sup>th</sup>. He stated that a successful bid for CFRC funds would be an enormous boost to the Felton/Tindall corridor. He also explained that, under HUD's new asset management approach, each project (AMP) must now stand on its own. Funding goes directly to each AMP, which in turn pays a management fee to Central Office (COCC) for operational services. He added that the Housing Management department could be compared to a private property management office and Technical to a private maintenance company.

Mr. Aggarwal proceeded to review the proposed Capital Fund Program for FYs 2010-2014 (Five-Year Plan). He explained that 'soft costs' are anything other than bricks and mortar, such as salaries, operating costs, computer-related costs, and the like. He then went through the works projects proposed for each year. Mr. Hiscox noted that almost \$6.5 million had been earmarked for Tindall Heights and, though we hope for another HOPE VI, we recognize the need for alternatives in the event that the HOPE VI is not forthcoming.

Mr. Hiscox stated that, in order to utilize tax credits as an additional source of revenue for public housing, organizational changes would be necessary. He noted that MHA cannot leverage funds for something it does not own. For example, we cannot use leveraging tools at 2009 Vineville because it is owned by a partnership. Mr. Hiscox commented that MHA would probably make some changes over the next several years as to how we do business, as doing so would facilitate the means for creative financing to obtain the money needed for our developments. He noted that this was no surprise to anyone in the room, as it had been discussed for years. Mr. Hiscox stated that, regardless of how MHA is structured, our loyalty will be to our residents and our neighborhoods. He noted that, to compete in today's housing market, it is more important than ever that we act and operate in the same manner as successful private businesses. While we manage our properties very well, we need to do so at the same cost or less than is charged by private property managers. He also noted that, in order to survive, we must become skilled at comparing ourselves with private businesses rather than other PHAs. Mr. Hiscox stated that most other housing authorities in our size range have 115 employees in maintenance alone, whereas we have less than 50, including custodians. It is imperative that our maintenance department be able to deliver the same services provided by private companies; add to that tax credits and bond financing, and the result is a complicated system. As discussed with residents for several years, MHA will certainly make organizational changes necessary to improve our access to and utilization of our leveraging tools.

Referring to Page 7 of the handout, Amortization of Mixed-Finance Bonds, Mr. Hiscox explained that HUD would allow us to borrow up to one-third of our CFP against annual allocations. He noted that we could also utilize bond issues for the redevelopment of older neighborhoods which would simultaneously allow us to qualify for tax credits. He stated that this tool (amortization of mixed-finance bonds) could very well be the most significant thing that MHA has done since the Oglethorpe HOPE VI, and it could impact all neighborhoods.

Pendleton Homes resident David Scott wanted to know about the prospect of installing dryer connections in other MHA neighborhoods. Mr. Hiscox responded that this very topic was raised at the Board planning retreat in August. He explained that, starting with the modernization of Davis, kitchens were configured to accommodate washer and dryer connections, something not done in previous modernizations. Since that time, we have allowed residents to install dryer connections at their own expense (\$250). Unfortunately, last year we took a beating in PHAS inspections from apartments where residents had dryers installed so that they blocked the back door, although all kitchens had a window and there was no rear exit door requirement. Between that, poor installations, and the cost to residents, Mr. Hiscox stated

that we promised our Board that we would research options for placing dryer connections in all neighborhoods except Tindall. In some, the kitchen layout will result in a less-than-perfect solution, but the resident would at least have a choice. All residents present agreed that this was something MHA should install dryer connections where feasible and eliminate the \$250 installation charge for other units.

McAfee resident Constance Graham asked if it would be possible to vacate a unit in order to set up a laundromat or common laundry area in those communities where dryer connections would be difficult. Mr. Hiscox responded that management would certainly look into the possibility. Felton resident Beverly Nesbitt observed that if we start installing dryer connections for free, residents who paid for the connection will complain. Mr. Hiscox stated that there would be no refunds for previous installations.

Returning to the discussion of the Five-Year Plan, Mr. Aggarwal stated that the first four items (Operations, Management Improvements, Administration, and A/E Fees) are constant every year. He noted that \$200K is targeted for relocation of residents at Tindall Heights, as something will be done for Tindall. In addition, \$6.49M over the next five years has been allocated for Tindall improvements. Mr. Hiscox stated that, considering the steep price tag for revitalizing Tindall, if we don't get the HOPE VI, this money should be considered a placeholder only.

Mr. Aggarwal concluded his report by noting that the set aside for Felton Homes was a placeholder in case we don't get the CFRC grant, and the other significant improvement listed is for the construction of single-family houses at Bartlett Crossing.

Anthony Homes resident Ruby Smith wanted to know how often appliances are replaced. Mr. Barlow responded that the replacement schedule is 12 years for refrigerators and 15 years for ranges. Ms. Smith also asked about her bathroom exhaust fan. Mr. Barlow responded that, since this seemed to be an individual case, he would speak with her after the meeting.

Noting that the Capital Fund Plan is the largest part of the Agency Plan, Mr. Hiscox stated that there were no significant changes or changes that would affect residents. He noted that small things may crop up from time to time, at which time Management would discuss them with residents. Mr. Hiscox asked the RAB members if there were any changes they would like to see. There were no responses. He then asked the Advisory Board for approval regarding funding for the program presented. By a show of hands, Advisory Board members expressed unanimous agreement with the Capital Fund Plan as presented.

Mr. Hiscox stated that resident input on the Agency Plan would be accepted through October 5, 2009. He noted that two other meetings to solicit input would be held on Monday, October 5, at Anthony Homes Community Center. Residents and local government representatives will meet at 2:00 PM, followed by a Public Hearing at 3:00 PM.

Mr. Hiscox concluded the meeting by thanking Advisory Board members for their service and their participation at 2010 Agency Plan meeting. He asked for additional comments or questions. There being none, he thanked residents and staff for attending.

The meeting was adjourned at 11:25 AM.

/krr

## MHA POLICY ADOPTING VAWA

### I. SUMMARY

On January 5, 2006, the Violence Against Women Act of 2005 (VAWA) was signed into law. The Act is intended to protect the rights of victims of domestic violence, dating violence, sexual assault, or stalking.

#### A. Notification

1. MHA shall provide notice to tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, and to employees of MHA of their rights and obligations.
2. MHA shall provide notice to property owners who are Section 8 participants of their obligations and rights under VAWA.

#### B. Purpose

The purpose of this policy is to implement the provisions of the VAWA.

#### C. Applicability

MHA shall not deny admission or evict any person who is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for admission or continued participation.

#### D. Certification

1. MHA may request that an individual claiming relief under this section certify that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking. Upon request from the MHA, the individual shall provide documentation, signed by an employee, agent, or volunteer of a victim service provider, an attorney, a member of the clergy, a medical professional, or any other professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or the effects of abuse (or) provide a Federal, State, or local police or court record. Should the individual fail to provide the certification within 14 business days, assistance may be terminated or an eviction initiated.
2. Certification shall be provided on a HUD-approved certification form signed under penalty of perjury.

#### E. Confidentiality

All information provided to the MHA, including the fact that an individual is a victim of domestic violence, sexual assault, or stalking, shall be retained in confidence by the MHA, and shall not be entered into any shared database, nor provided to any related housing agency, assisted housing provider, owner, or manager, except to the extent that disclosure is either requested or consented to by the individual in writing; or otherwise required by applicable law.

#### F. Bifurcation of lease

MHA may evict an individual perpetrator for such actions and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance.

## **G. Termination**

MHA may terminate assistance or evict for any violation not involving domestic violence; or upon discovery of evidence that the individual alleging domestic violence failed to take necessary steps to support MHA action to protect the individual or other residents or employees of the MHA. Further, MHA may terminate assistance if an actual and imminent threat to other residents or those employed at or providing service to the property can be demonstrated.

## **H. Definitions**

The following definitions apply to the administration of the VAWA policies as outlined in both MHA's public housing Admissions and Continued Occupancy Plan (ACOP) and Section 8 Administration Plan.

1. The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the state of Georgia, City of Macon, County of Bibb receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship
  - b. The type of relationship
  - c. The frequency of interaction between the persons involved in the relationship
3. The term *stalking* means:
  - a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - b. To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - c. In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
4. The term *immediate family member* means, with respect to a person:
  - a. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - b. Any other person living in the household of that person and related to that person by blood and marriage.

## **II. PUBLIC HOUSING**

The following sections are excerpts from ACOP Sections C2.0 and D1.0 and the Public Housing Lease, as amended to comply with VAWA.

**A. Purpose**

The purpose of this policy (hereinafter the "Policy") is to implement the provisions of the Violence Against Women Act of 2005 (VAWA) which Congress passed in 2006. This law protects the rights of applicants for public housing from discrimination based on acts of violence committed against them. The law also protects residents of public housing from eviction based on acts of violence committed against them. This policy shall be applicable to the administration by the MHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1937). This Policy is gender-neutral, and the protections provided herein are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

**B. Applicability**

The MHA shall not deny housing to an applicant for public housing who is a victim of domestic violence, dating violence, sexual assault or stalking. Likewise, the MHA shall not evict a resident because that individual is a victim of domestic violence, dating violence, sexual assault or stalking.

However, the MHA may refuse assistance for public housing and initiate eviction proceedings to a victim of domestic violence for reasons other than being a victim of domestic violence. The MHA may also evict an individual perpetrator for acts of domestic violence and continue to allow the victim or other household members to remain in the dwelling unit.

The MHA may initiate eviction of a resident if an actual and imminent threat to other residents or those employed at or providing services to the property can be demonstrated. The MHA may also initiate eviction upon discovery of evidence that an individual alleging domestic violence fails to take necessary steps to support MHA action to protect the individual or other residents or employees of the MHA.

**C. Certification**

The MHA may request that an individual claiming relief under VAWA certify that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking. Should the MHA request certification, the individual or resident shall respond as follows:

1. Resident shall submit on a HUD- approved certification form, signed under penalty of perjury, a statement by an employee, agent, or volunteer of a victim service provider, an attorney, a member of the clergy, a medical professional, or any other professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or the effects of abuse; (or)
2. Resident shall sign a HUD-approved certification form under penalty of perjury and provide a Federal, State, or local police or court record concerning the incident or incidents of domestic violence.

A HUD- approved certification form may be obtained in either the office of the RSC of the resident's neighborhood or the central office. Should the resident fail to provide the certification form within 14 business days of the request by Management, the MHA may seek eviction.

**D. Confidentiality**

All information provided by a resident or individual to the MHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence by the MHA, and shall not be entered into any shared database, or provided to any related housing agency, assisted housing provider, owner, or manager, except to

the extent that disclosure is either requested or consented to by the individual in writing; or otherwise required by applicable law.

**E. Notification**

The MHA shall provide notice to tenants of their rights under this section, including their right to confidentiality and the limits thereof, and to owners and managers of their rights and obligations under this section.

**III. SECTION 8**

The following sections are excerpts from MHA's Administrative Plan, as amended to comply with VAWA.

**Administrative Plan – Section 2-8:**

**P. Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking**

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

5. That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

**Notification and Victim Documentation**

MHA Policy

MHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under MHA's policies. Therefore, if MHA makes a determination to deny admission to an applicant family, MHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and:

**One** of the following:

1. A police or court record documenting the actual or threatened abuse, **OR**
2. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal review or must request an extension in writing at that time. If the applicant so requests, and at MHA's discretion, MHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant MHA determines the family is eligible for assistance, no informal review will be scheduled and MHA will proceed with admission of the applicant family.

### **Perpetrator Removal or Documentation of Rehabilitation**

#### MHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, MHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

### **PHA Confidentiality Requirements**

All information provided to MHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

### **Administrative Plan – Section 15-11:**

#### **I. Terminating the Assistance of Domestic Violence, Dating Violence, or Stalking Victims and Perpetrators [Pub.L. 109-162, Pub.L. 109-271]**

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking.”

VAWA also gives MHA the authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

VAWA does not limit the authority of MHA to terminate the assistance of any participant if the PHA “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”

## **Victim Documentation**

### MHA Policy

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or immediate family member of the participant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, MHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and

**One** of the following:

1. A police or court record documenting the actual or threatened abuse, *or*
2. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to MHA within 14 business days after MHA issues a written request. The 14-day deadline may be extended at MHA’s sole discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, MHA may proceed with assistance termination.

If MHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant’s tenancy is not terminated, MHA will bypass the standard process and proceed with the immediate termination of the family’s assistance.

## **Terminating the Assistance of a Domestic Violence Perpetrator**

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives MHA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if MHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance in compliance with Pub.L. 109-271.

### MHA Policy

When the actions of a participant or other family member result in MHA's decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, MHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, MHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, MHA will proceed with termination of the family's assistance.

If MHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, MHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

### **MHA Confidentiality Requirements**

All information provided to MHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

**Annual Statement / Performance and Evaluation Report**  
**Capital Fund Program, Capital Fund Program Replacement Housing Factor**  
**and Capital Fund Financing Program**

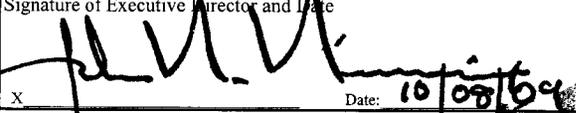
U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0226 (Exp. 4/30/2011)

<b>Part I: Summary</b>		
HA Name <b>Housing Authority of the City of Macon, Georgia</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No. <u>GA06P00750110</u> Replacement Housing Factor Grant No. _____ Date of CFFP: _____	FFY of Grant : <b>2010</b> FFY of Grant Approval: <b>2010</b>

Original Annual Statement    
  Reserve for Disasters/Emergencies    
  Revised Annual Statement/Revision Number  
 Performance and Evaluation Report for Program Year Ending    
  Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost (1)	
		Original	Revised (2)	Obligated	Expended
1	Total non-CFP Funds	\$0.00			
2	1406 Operations ( May not exceed 20% of line 20)	\$116,800.00			
3	1408 Management Improvements	\$40,000.00			
4	1410 Administration (May not exceed 10% of line 20)	\$363,080.00			
5	1411 Audit	\$0.00			
6	1415 Liquidated Damages	\$0.00			
7	1430 Fees and Costs	\$0.00			
8	1440 Site Acquisition	\$0.00			
9	1450 Site Improvement	\$200,000.00			
10	1460 Dwelling Structures	\$1,510,918.00			
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00			
12	1470 Non-dwelling Structures	\$0.00			
13	1475 Nondwelling Equipment	\$0.00			
14	1485 Demolition	\$0.00			
15	1492 Moving to Work Demonstration	\$0.00			
16	1495.1 Relocation Costs	\$200,000.00			
17	1499 Development Activities (4)	\$1,200,000.00			
18 a	1501 Collateralization or Debt Service paid by the PHA	\$0.00			
	Collateralization or Debt Service paid Via System of Direct				
18ba	9000 Payment	\$0.00			
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00			
20	<b>Amount of Annual Grant (Sum of lines 2 - 19)</b>	<b>\$3,630,798.00</b>			
21	Amount of line 20 Related to LBP Activities	\$35,125.00			
22	Amount of line 20 Related to Section 504 Compliance	\$11,530.00			
23	Amount of line 20 Related to Security- Soft Cost	\$5,000.00			
24	Amount of line 20 Related to Security- Hard Cost	\$5,000.00			
25	Amount of line 20 Related to Energy Conservation Measures	\$0.00			

(1) To be completed for the Performance and Evaluation Report     (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations     (4) RHF funds shall be included here.

Signature of Executive Director and Date  Date: <u>10/08/09</u>	Signature of Public Housing Director and Date  Date: _____
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Part II: Supporting Pages								
HA Name Housing Authority of the City of Macon, Georgia				Grant Type and Number Capital Fund Program Grant No. <u>GA06P00750110</u> Replacement Housing Factor Grant No. _____ CFFP (Yes/No):			FFY of Grant: 2010	
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of work
				Original	Revised (2)	Funds Obligated (1)	Funds Expended (1)	
<b>PHA-WIDE</b>	<b>OPERATIONS</b>							
	MHA Operations	1406.00	L.S.	\$90,000.00				
	Tattnall Place Operations	1406.00	L.S.	\$6,000.00				
	2009 Vineville Housing Operations	1406.00	L.S.	\$20,800.00				
	<b>Sub Total</b>			<b>\$116,800.00</b>				
<b>PHA-WIDE</b>	<b>MANAGEMENT IMPROVEMENTS</b>							
	Resident Job Development	1408.00	L.S.	\$5,000.00				
	Minority Business Enterprise/ Section 3 Involvement	1408.00	L.S.	\$20,000.00				
	Consultant Fee/ Staff Training/ Incidentals	1409.00	L.S.	\$5,000.00				
	Lead Based Paint Risk Assessment	1408.00	L.S.	\$5,000.00				
	Security	1408.00	L.S.	\$5,000.00				
	<b>Sub Total</b>			<b>\$40,000.00</b>				
<b>PHA-WIDE</b>	<b>ADMINISTRATION</b>							
	Staff Salaries and Fringe Benefits	1410.00		\$363,080.00				
	<b>Sub Total</b>			<b>\$363,080.00</b>				
<b>PHYSICAL IMPROVEMENTS</b>								
GA007000001 Tindall Heights	Abate lead based paint	1460.00	8 Units	\$30,125.00				
GA007000001 Tindall Heights	Handicap units (504 Compliance)	1460.00	8 Units	\$11,530.00				
GA007000001 Tindall Heights	Replace Flooring	1460.00	8 Units	\$39,970.00				
GA007000001 Tindall Heights	Replace Entry locks	1460.00	8 Units	\$5,160.00				
GA007000001 Tindall Heights	Install New window shades	1460.00	8 Units	\$5,160.00				
GA007000001 Tindall Heights	Repair Exterior Door Jambs	1460.00	8 Units	\$5,160.00				
GA007000001 Tindall Heights	Installed vented range hood	1460.00	8 Units	\$13,100.00				
GA007000001 Tindall Heights	Interior Painting	1460.00	8 Units	\$31,770.00				
GA007000001 Tindall Heights	Replace Screen Doors and Hardware	1460.00	8 Units	\$9,560.00				
GA007000001 Tindall Heights	Modernization of Bathrooms	1460.00	8 Units	\$75,430.00				
GA007000001 Tindall Heights	Modernization of Kitchens	1460.00	8 Units	\$63,520.00				
GA007000001 Tindall Heights	Misc. Electrical	1460.00	8 Units	\$31,800.00				
GA007000001 Tindall Heights	Misc. Plumbing lines	1460.00	8 Units	\$43,670.00				
GA007000001 Tindall Heights	Replace Hot Water Heaters	1460.00	8 Units	\$14,690.00				
GA007000001 Tindall Heights	Reconfigure dwelling units	1460.00	8 Units	\$19,420.00				
GA007000001 Tindall Heights	Replace Weather-stripping on exterior doors	1460.00	8 Units	\$17,875.00				
GA007000001 Tindall Heights	Replace interior doors	1460.00	8 Units	\$21,250.00				
GA007000001 Tindall Heights	Hydronic Heating	1460.00	8 Units	\$55,990.00				
GA007000001 Tindall Heights	Air-conditioning	1460.00	8 Units	\$29,985.00				
GA007000001 Tindall Heights	Roof Replacement	1460.00	94 Units	\$180,753.00				
	<b>Sub Total</b>			<b>\$705,918.00</b>				

Part II: Supporting Pages								
HA Name Housing Authority of the City of Macon, Georgia			Grant Type and Number Capital Fund Program Grant No. <u>GA06P00750110</u> Replacement Housing Factor Grant No. _____ CFFP (Yes/No):			FFY of Grant : <b>2010</b>		
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of work
				Original	Revised (2)	Funds Obligated (1)	Funds Expended (1)	
<b>MISC. IMPROVEMENTS</b>								
GA 007000003 Felton Homes	Site Work	1450.00	LS	\$200,000.00				
GA 007000003 Felton Homes	Upgrade Building Exteriors/ Façade	1460.00	100 Units	\$400,000.00				
GA 007000002 Bowden Homes	Clothe Dryer Connections/Vents in units	1460.00	92 Units	\$165,000.00				
GA 007000003 Murphey Homes	Clothe Dryer Connections/Vents in units	1460.00	182 Units	\$103,000.00				
GA 007000004 Mounts Homes	Clothe Dryer Connections/Vents in units	1460.00	86 Units	\$42,000.00				
GA 007000004 Willingham Courts	Clothe Dryer Connections/Vents in units	1460.00	24 Units	\$15,000.00				
GA 007000007 Scattered Sites	Clothe Dryer Connections/Vents in units	1460.00	70 Units	\$38,000.00				
GA 007000007 Roff/Markwalter	Clothe Dryer Connections/Vents in units	1460.00	24 Units	\$12,000.00				
GA 007000007 Bloomfield Way	Clothe Dryer Connections/Vents in units	1460.00	50 Units	\$25,000.00				
PHA Wide	Security Improvements Various Sites	1460.00	L.S.	\$5,000.00				
	<b>Sub Total</b>			<b>\$1,005,000.00</b>				
GA007000001 Tindall Heights	Relocation	1495.10	L.S	\$200,000.00				
<b>PHA- WIDE</b>	<b>Mod used for Development</b>	1499.00	L.S.	<b>\$1,200,000.00</b>				
<b>GRAND TOTAL</b>				<b>\$3,630,798.00</b>				



Annual Statement / Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor  
 and Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0226 (Exp. 4/30/2011)

Part II: Supporting Pages								
HA Name Housing Authority of the City of Macon, Georgia			Grant Type and Number Capital Fund Program Grant No. GA06P00750108 Rev. # 3 Replacement Housing Factor Grant No. _____ CFFP (Yes/No): _____				FFY of Grant : 2008	
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of work
				Original	Revised (2)	Funds Obligated (1)	Funds Expended (1)	
PHA-WIDE	<b>OPERATIONS</b>							
	MHA Operations	1406.00	L.S.	\$90,000.00	\$140,000.00	\$41,750.00	\$0.00	In Progress
	Tatnall Place Operations	1406.00	L.S.	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	Completed
	2009 Vineville Housing Operations	1406.00	L.S.	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	Completed
	<b>Sub Total</b>			<b>\$116,800.00</b>	<b>\$166,800.00</b>	<b>\$68,550.00</b>	<b>\$26,800.00</b>	
PHA-WIDE	<b>MANAGEMENT IMPROVEMENTS</b>							
	Resident Job Development	1408.00	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	Minority Business Enterprise/ Section 3 Involvement	1408.00	L.S.	\$20,000.00	\$30,000.00	\$0.00	\$0.00	
	Consultant Fee / Fair Housing AI	1408.00	L.S.	\$0.00	\$25,000.00	\$0.00	\$0.00	
	Consultant Fee/ Staff Training/ Incident	1408.00	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	Lead Based Paint Risk Assessment Security	1408.00	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	<b>Sub Total</b>			<b>\$40,000.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
PHA-WIDE	<b>ADMINISTRATION</b>							
	Staff Salaries and Fringe Benefits	1410.00		\$375,565.00	\$375,565.00	\$375,565.00	\$0.00	
	<b>Sub Total</b>			<b>\$375,565.00</b>	<b>\$375,565.00</b>	<b>\$375,565.00</b>	<b>\$0.00</b>	
GA 7-2/ 2A Tindall Heights PHA-WIDE	<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>							
	A & E Fee and Planning Consultant Costs	1430.00	L.S.	\$350,000.00	\$310,993.44	\$103,132.90	\$0.00	
	Consultant Fee Asset Management Study	1430.00	L.S.	\$0.00	\$52,500.00	\$50,000.00	\$0.00	Fungibility from FFY 2007
	<b>Sub Total</b>			<b>\$350,000.00</b>	<b>\$363,493.44</b>	<b>\$153,132.90</b>	<b>\$0.00</b>	

Annual Statement / Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor  
 and Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0226 (Exp. 4/30/2011)

Part II: Supporting Pages								
HA Name Housing Authority of the City of Macon, Georgia			Grant Type and Number Capital Fund Program Grant No. <u>GA06P00750108</u> Rev. # 3 Replacement Housing Factor Grant No. _____ CFFP (Yes/No): _____				FFY of Grant : 2008	
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of work
				Original	Revised (2)	Funds Obligated (1)	Funds Expended (1)	
GA 7-4 Murphey Homes	Restore Non- Dwelling units to Dwelling Units	1460.00	2 Units	\$25,000.00	\$25,000.00	\$0.00	\$0.00	Completed
GA 7-4 Murphey Homes	Replace Roofs	1460.00	182 Units	\$150,000.00	\$91,593.75	\$91,593.75	\$91,593.75	
GA 7-5 Pendleton Homes	Replace Kitchen Cabinets, Faucets	1460.00	50 Units	\$0.00	\$150,000.00	\$0.00	\$0.00	Completed
GA 7-5 Pendleton Homes	Replace Roofs	1460.00	250 Units	\$165,000.00	\$139,024.75	\$139,024.75	\$139,024.75	
GA 7-6 Felton Homes	Restore Non- Dwelling units to Dwelling Units	1460.00	10 Units	\$200,000.00	\$103,751.00	\$0.00	\$0.00	At completion Stage. This work Item is part of Renovation/Addition of Community Space, In progress
GA 7-6 Felton Homes	Renovation/ Addition of Community Space	1470.00	L.S.	\$1,649,765.00	\$1,320,532.50	\$1,318,736.94	\$1,052,751.42	
GA 7-6 Felton Homes	Community Space Office Furniture/ equipment	1475.00	L.S.	\$0.00	\$129,513.46	\$129,513.46	\$56,430.00	
GA 7-6 Felton Homes	Renovate Office space in the existing AMC Building & replace HVAC System	1470.00	LS	\$65,000.00	\$235,000.00	\$157,216.50	\$0.00	Completed
GA 7-9 Davis Homes	Replace Refrigerators	1465.10	126 Units	\$53,347.00	\$53,347.00	\$53,347.00	\$53,347.00	
GA 7-11 McAfee Tower	Replace Roof	1460.00	L.S.	\$50,000.00	\$54,616.85	\$0.00	\$0.00	Completed
GA 7-11 McAfee Tower	Replace HWH	1460.00	1	\$3,500.00	\$13,000.00	\$0.00	\$0.00	
GA 7-14 Scattered Sites	Replace Refrigerators	1465.10	74 Units	\$31,274.00	\$31,274.00	\$31,274.00	\$31,274.00	Completed
GA 7-19 Bloomfield Way	Replace Roof	1460.00	L.S.	\$135,000.00	\$102,188.25	\$102,188.25	\$102,188.25	Completed
GA 7-21 Bobby Jones/ Shakespeare	Replace Refrigerators	1465.10	91 Units	\$39,011.00	\$38,105.00	\$38,105.00	\$38,105.00	Completed
GA 7-11 McAfee Tower	Replace Elevators Equipment	1475.00	2	\$276,393.00	\$257,850.00	\$257,850.00	\$109,602.00	In Progress
PHA Wide	Security Improvements Various Sites	1470.00	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	<b>Sub Total</b>			<b>\$2,848,290.00</b>	<b>\$2,749,796.56</b>	<b>\$2,318,849.65</b>	<b>\$1,674,316.17</b>	
PHA- WIDE	Mod used for Development	1499.00	L.S..	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
<b>GRAND TOTAL</b>				<b>\$3,755,655.00</b>	<b>\$3,755,655.00</b>	<b>\$2,916,097.55</b>	<b>\$1,701,116.17</b>	

**Annual Statement / Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor  
and Capital Fund Financing Program**

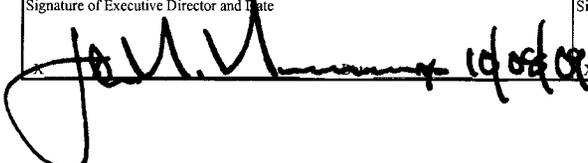
U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0226 (Exp. 4/30/2011)

<b>Part I: Summary</b>		
HA Name <b>Housing Authority of the City of Macon, Georgia</b>	Grant Type and Number Capital Fund Program Grant No. <u>GA06P00750107</u> Rev. # 4 Replacement Housing Factor Grant No. _____ Date of CFFP: _____	FFY of Grant : <b>2007</b> FFY of Grant Approval: <b>2007</b>

Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement/Revision Number 4  
 Performance and Evaluation Report for Program Year Ending 06/30/2009     Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost (1)	
		Original	Revised (2)	Obligated	Expended
1	<b>Total non-CFP Funds</b>				
2	1406 Operations ( May not exceed 20% of line 20)	\$136,800.00	\$141,066.48	\$141,066.48	\$124,538.70
3	1408 Management Improvements	\$20,000.00	\$15,867.09	\$15,867.09	\$13,139.81
4	1410 Administration (May not exceed 10% of line 20)	\$352,373.00	\$352,373.00	\$352,373.00	\$352,373.00
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	\$615,405.00	\$474,083.09	\$474,083.09	\$316,706.24
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$99,007.50	\$99,007.50	\$99,007.50	\$99,007.50
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11	1465.1 Dwelling Equipment - Nonexpendable	\$24,443.00	\$24,443.00	\$24,443.00	\$24,443.00
12	1470 Non-dwelling Structures	\$2,265,701.50	\$2,416,889.84	\$2,299,672.84	\$2,246,949.50
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities (4)	\$10,000.00	\$0.00	\$0.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant (Sum of lines 2 - 19)</b>	<b>\$3,523,730.00</b>	<b>\$3,523,730.00</b>	<b>\$3,406,513.00</b>	<b>\$3,177,157.75</b>
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Compliance	\$32,145.00	\$32,144.99	\$32,144.99	\$32,144.99
23	Amount of line 20 Related to Security- Soft Cost	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security- Hard Cost	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

(1) To be completed for the Performance and Evaluation Report    (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations    (4) RHF funds shall be included here.

Signature of Executive Director and Date 	Signature of Public Housing Director and Date Date: _____	form HUD-50075.1 (4/2008)
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**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFP RHF)**  
**Part II: Supporting Pages**

PHA Name: Housing Authority of the City of Macon, Georgia		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No:		Capital Fund Program GA06P00750107 N/A		Federal FY of Grant: FFY 2007 Revision # 4		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	<b><u>OPERATIONS</u></b>							
	MHA Operations	1406.00	L.S.	\$110,000.00	\$114,266.48	\$114,266.48	\$97,738.70	Work in progress
	Tattnall Place Operations	1406.00	L.S.	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	Completed
	2009 Vineville Housing Operations	1406.00	L.S.	\$20,800.00	\$20,800.00	\$20,800.00	\$20,800.00	Completed
	<b>Sub Total</b>			<b>\$136,800.00</b>	<b>\$141,066.48</b>	<b>\$141,066.48</b>	<b>\$124,538.70</b>	
PHA-WIDE	<b><u>MANAGEMENT IMPROVEMENTS</u></b>							
	Resident Job Development	1408.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	In Progress
	Minority Business Enterprise/ Section 3 Involvement	1408.00	L.S.	\$20,000.00	\$15,867.09	\$15,867.09	\$13,139.81	
	Consultant Fee/ Staff Training/ Incidentals	1409.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	
	Lead Based Paint Risk Assessment	1408.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	
	Security	1408.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Sub Total</b>			<b>\$20,000.00</b>	<b>\$15,867.09</b>	<b>\$15,867.09</b>	<b>\$13,139.81</b>	
PHA-WIDE	<b><u>ADMINISTRATION</u></b>							
	Staff Salaries and Fringe Benefits	1410.00		\$352,373.00	\$352,373.00	\$352,373.00	\$352,373.00	
	<b>Sub Total</b>			<b>\$352,373.00</b>	<b>\$352,373.00</b>	<b>\$352,373.00</b>	<b>\$352,373.00</b>	
GA 7-2/ 2A Tindall Heights GA 7-5 Pendleton Homes PHA Wide PHA Wide	<b><u>ARCHITECTURAL &amp; ENGINEERING FEES</u></b>							
	A & E Fee and Planning Consultant Costs	1430.00	L.S.	\$423,410.00	\$284,229.91	\$284,229.91	\$226,352.42	In Progress
	A & E Fee and Planning Consultant Costs	1430.00	L.S.	\$57,850.00	\$108,642.84	\$108,642.84	\$18,142.84	In Progress
	Consultant Fee Asset Management study	1430.00	L.S.	\$102,000.00	\$49,065.35	\$49,065.35	\$40,065.99	In Progress
	Consultant Costs for Section 504 study	1430.00	L.S.	\$32,145.00	\$32,144.99	\$32,144.99	\$32,144.99	In Progress
	<b>Sub Total</b>			<b>\$615,405.00</b>	<b>\$474,083.09</b>	<b>\$474,083.09</b>	<b>\$316,706.24</b>	

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFP RHF)**

**Part II: Supporting Pages**

PHA Name: Housing Authority of the City of Macon, Georgia		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No:		Capital Fund Program GA06P00750107 N/A		Federal FY of Grant: FFY 2007 Revision # 4		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>PHYSICAL IMPROVEMENTS</b>							
GA 7-2 Tindall Heights	Replacement of HVAC Equipment in AMC Building	1470.00	LS	\$14,765.00	\$14,765.00	\$14,765.00	\$14,765.00	Completed
GA 7-5 Pendleton Homes	Replacement of HVAC Equipment in AMC Building	1470.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	Deleted
GA 7-6 Felton Homes	Renovation/ Addition of Community Space	1470.00	L.S.	\$2,230,201.50	\$2,381,389.84	\$2,264,172.84	\$2,211,449.50	In Progress
GA 7-7 Mounts Homes	Replacement of HVAC Equipment in AMC Building	1470.00	LS	\$20,735.00	\$20,735.00	\$20,735.00	\$20,735.00	Completed
GA 7-8 Davis Homes	Replace Refrigerators	1465.10	58 Units	\$24,443.00	\$24,443.00	\$24,443.00	\$24,443.00	Completed
GA 7-11 McAfee Tower	Landscaping	1450.00	L.S.	\$99,007.50	\$99,007.50	\$99,007.50	\$99,007.50	Completed
PHA Wide	Modifications of side walks for accessibility to Comply with Section 504 Requirements	1450.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	Deleted
PHA Wide	Upgrade Computer System	1475.00	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	Deleted, moved to FFY 2009
	<b>Sub Total</b>			<b>\$2,389,152.00</b>	<b>\$2,540,340.34</b>	<b>\$2,423,123.34</b>	<b>\$2,370,400.00</b>	
PHA- WIDE	Mod used for Development	1499.00	L.S..	\$10,000.00	\$0.00	\$0.00	\$0.00	Deleted
	<b>GRAND TOTAL</b>			<b>\$3,523,730.00</b>	<b>\$3,523,730.00</b>	<b>\$3,406,513.00</b>	<b>\$3,177,157.75</b>	

Capital Fund Program Five-Year Action Plan

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0226 (Exp. 4/30/2011)

Part I: Summary

PHA Name The Housing Authority of city of Macon, Georgia		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:				
A.	Development Number/ Name/HA-Wide	Year 1 FFY Grant : 2010	Work Statement for Year 2 FFY Grant: 2011 PHA FY: 2011	Work Statement for Year 3 FFY Grant: 2012 PHA FY: 2012	Work Statement for Year 4 FFY Grant: 2013 PHA FY: 2013	Work Statement for Year 5 FFY Grant: 2014 PHA FY: 2014
	<b>PHYSICAL IMPROVEMENTS:</b>	Annual Statement (Attached)	Revitalization/ Reconstruction Phase (II)	Revitalization/ Reconstruction Phase (III)	Revitalization/ Reconstruction Phase (IV)	Revitalization/ Reconstruction Phase (V)
	GA 007000001 Tindall Heights		\$2,030,918.00	\$118,000.00	\$2,080,918.00	\$1,998,568.00
	GA 007000002 Bowden Homes		\$0.00	\$0.00	\$0.00	\$0.00
	GA 007000003 Murphey Homes		\$0.00	\$0.00	\$0.00	\$82,350.00
	GA 007000004 Mounts Homes		\$0.00	\$0.00	\$0.00	\$0.00
	GA 007000004 Davis Homes		\$0.00	\$17,100.00	\$0.00	\$0.00
	GA 007000004 Davis Homes		\$0.00	\$37,200.00	\$0.00	\$0.00
	GA 007000005 Anthony Homes		\$50,000.00	\$135,000.00	\$0.00	\$0.00
	GA 007000007 Scattered Sites		\$0.00	\$21,500.00	\$0.00	\$0.00
	GA 007000004 Willingham Courts		\$0.00	\$7,000.00	\$0.00	\$0.00
	GA 007000007 Roff/Markwaller		\$0.00	\$7,000.00	\$0.00	\$0.00
	GA 007000007 Bloomfield Way		\$0.00	\$25,000.00	\$0.00	\$0.00
	GA 007000007 Bobby Jones/ Shakespeare		\$0.00	\$26,800.00	\$0.00	\$0.00
	GA 007000007 Martin Place		\$0.00	\$14,000.00	\$0.00	\$0.00
	Security Improvements Various Sites		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
B.	SUB-TOTAL for Physical Improvements		\$2,085,918.00	\$2,085,918.00	\$2,085,918.00	\$2,085,918.00
C.	Management Improvements		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
D.	PHA- Wide Non- Dwelling Structures and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
E.	Administration Costs	\$363,080.00	\$363,080.00	\$363,080.00	\$363,080.00	
F.	Other	\$0.00	\$0.00	\$0.00	\$0.00	
G.	Operations	\$116,800.00	\$116,800.00	\$116,800.00	\$116,800.00	
H.	Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
I.	Development	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
J.	Capital Fund Financing- Debt Service	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
K.	Total CFP Funds	\$3,630,798.00	\$3,630,798.00	\$3,630,798.00	\$3,630,798.00	
L.	Total Non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>GRAND TOTAL</b>	<b>\$3,630,798.00</b>	<b>\$3,630,798.00</b>	<b>\$3,630,798.00</b>	<b>\$3,630,798.00</b>	

Capital Fund Program  
Five-Year Action Plan

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

Part II: Supporting  
Pages—Work Activities

OMB Approval No. 2577-0226 (Exp. 4/30/2011)

Activities for Year 1 FFY 2010					Activities for Year: 2 FFY Grant: 2011 PHA FY: 2011					Activities for Year: 3 FFY Grant: 2012 PHA FY: 2012				
Development Number/ Name		General Description of Major Work Categories		Quantity	Estimated Cost	Development Number/ Name		General Description of Major Work Categories		Quantity	Estimated Cost			
Annual Statement (Attached)					PHA - WIDE					PHA - WIDE				
					Operations					Operations				
<b>PHYSICAL IMPROVEMENTS:</b>					<b>PHYSICAL IMPROVEMENTS:</b>									
GA 007000001 Tindall Heights		Landscaping		LS	\$ 185,713.00	GA 007000001 Tindall Heights		Landscaping		LS	\$ 148,800.00			
(Phase II)		Replace sidewalks, add fencing, rework playground, resurface parking areas.		LS	\$ 172,750.00	(Phase III)		Replace sidewalks, add fencing, rework playground, resurface parking areas.		LS	\$ 155,888.00			
		Abate lead based paint		25 Units	\$ 43,195.00			Abate lead based paint		23 Units	\$ 191,590.00			
		Handicap units (504 Compliance)		25 Units	\$ 30,880.00			Handicap units (504 Compliance)		23 Units	\$ 17,825.00			
		Replace Flooring		25 Units	\$ 204,400.00			Replace Flooring		23 Units	\$ 117,900.00			
		Replace Entry locks		25 Units	\$ 9,580.00			Replace Entry locks		23 Units	\$ 5,520.00			
		Install New window shades		25 Units	\$ 12,780.00			Install New window shades		23 Units	\$ 7,370.00			
		Repair Exterior Door Jamb		25 Units	\$ 9,580.00			Repair Exterior Door Jamb		23 Units	\$ 5,520.00			
		Installed vented range hood		25 Units	\$ 31,940.00			Installed vented range hood		23 Units	\$ 18,425.00			
		Interior Painting		25 Units	\$ 79,850.00			Interior Painting		23 Units	\$ 46,055.00			
		Replace Screen Doors and Hardware		25 Units	\$ 20,760.00			Replace Screen Doors and Hardware		23 Units	\$ 11,980.00			
		Renovate Bathrooms		25 Units	\$ 191,625.00			Renovate Bathrooms		23 Units	\$ 110,530.00			
		Renovate Kitchens		25 Units	\$ 159,685.00			Renovate Kitchens		23 Units	\$ 92,110.00			
		Misc. Electrical		25 Units	\$ 79,850.00			Misc. Electrical		23 Units	\$ 46,060.00			
		Misc. Plumbing lines		25 Units	\$ 79,850.00			Misc. Plumbing lines		23 Units	\$ 46,065.00			
		Replace Hot Water Heaters		25 Units	\$ 37,050.00			Replace Hot Water Heaters		23 Units	\$ 21,370.00			
		Reconfigure dwelling units		25 Units	\$ 154,550.00			Reconfigure dwelling units		23 Units	\$ 102,035.00			
		Replace Weather-stripping on exterior doors		25 Units	\$ 44,700.00			Replace Weather-stripping on exterior doors		23 Units	\$ 25,785.00			
		Replace interior doors		25 Units	\$ 51,090.00			Replace interior doors		23 Units	\$ 29,470.00			
		Hydronic Heating		25 Units	\$ 287,440.00			Hydronic Heating		23 Units	\$ 165,805.00			
		Air-conditioning		25 Units	\$ 76,650.00			Air-conditioning		23 Units	\$ 44,210.00			
		Misc. ( Contingency )			\$ 67,000.00			Misc. ( Contingency )			\$ 262,005.00			
		<b>Sub Total</b>			<b>\$ 2,030,918.00</b>			<b>Sub Total</b>			<b>\$ 1,672,318.00</b>			
<b>Misc. Physical Improvements</b>					<b>Misc. Physical Improvements</b>									
GA 007000005 Anthony Homes		Concrete Side Walks		L.S.	\$ 50,000.00	GA 007000002 Bowden Homes GA 007000004 Davis Homes GA 007000004 Davis Homes GA 007000005 Anthony Homes GA 007000007 Scattered Sites GA 007000004 Willingham Courts GA 007000007 Roff/Markwaller GA 007000007 Bloomfield Way GA 007000007 Bobby Jones/ Shakespeare GA 007000007 Martin Place		Replace Roofs		101 Units	\$ 118,000.00			
PHA Wide		Security Improvements			\$ 5,000.00	PHA Wide		Replace Ranges		86 Units	\$ 17,100.00			
		<b>Sub Total for Misc. Physical Improvements</b>			<b>\$ 55,000.00</b>			Replace Ranges		126 Units	\$ 37,200.00			
								Replace Refrigerators		274 Units	\$ 135,000.00			
								Replace Ranges		74 Units	\$ 21,500.00			
								Replace Ranges		24 Units	\$ 7,000.00			
								Replace Ranges		24 Units	\$ 7,000.00			
								Replace Refrigerators		50 Units	\$ 25,000.00			
								Replace Ranges		91 Units	\$ 26,800.00			
								Replace Refrigerators		28 Units	\$ 14,000.00			
								Security Improvements			\$ 5,000.00			
								<b>Sub Total for Misc. Physical Improvements</b>			<b>\$ 413,600.00</b>			
<b>Management Improvements</b>					<b>Management Improvements</b>									
		Resident Job Development Program		LS	\$ 5,000.00			Resident Job Development Program		LS	\$ 5,000.00			
		Minority Business Enterprise/ Section 3 Involvement		LS	\$ 20,000.00			Minority Business Enterprise/ Section 3 Involvement		LS	\$ 20,000.00			
		Consultant Fee/ Staff Training/ Incidentals		LS	\$ 5,000.00			Consultant Fee/ Staff Training/ Incidentals		LS	\$ 5,000.00			
		Lead Based Paint Risk Assessment		LS	\$ 5,000.00			Lead Based Paint Risk Assessment		LS	\$ 5,000.00			
		Security		LS	\$ 5,000.00			Security		LS	\$ 5,000.00			
		<b>Sub Total</b>			<b>\$ 40,000.00</b>			<b>Sub Total</b>			<b>\$ 40,000.00</b>			
<b>Administration Costs</b>					<b>Administration Costs</b>									
		Staff Salaries			\$ 363,080.00			Staff Salaries			\$ 363,080.00			
<b>PHA-WIDE</b>					<b>PHA-WIDE</b>									
		Mod For Development			\$ 25,000.00			Mod For Development			\$ 25,000.00			
<b>PHA-WIDE</b>					<b>PHA-WIDE</b>									
		Capital Fund Financing- Debt Service			\$ 1,000,000.00			Capital Fund Financing- Debt Service			\$ 1,000,000.00			
<b>Total CFP Estimated Cost</b>					<b>Total CFP Estimated Cost</b>									
					<b>\$ 3,630,798.00</b>						<b>\$ 3,630,798.00</b>			

Capital Fund Program  
Year Action Plan

Five-

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

Part II: Supporting Pages—Work  
Activities

OMB Approval No. 2577-0226 (Exp. 4/30/2011)

Activities for Year: 4 FFY Grant: 2013 PHA FY: 2013				Activities for Year: 5 FFY Grant: 2014 PHA FY: 2014			
Development Number/ Name	General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/ Name	General Description of Major Work Categories	Quantity	Estimated Cost
<b>PHA - WIDE</b>	<b>Operations</b>		<b>\$ 116,800.00</b>	<b>PHA - WIDE</b>	<b>Operations</b>		<b>\$ 116,800.00</b>
<b>PHYSICAL IMPROVEMENTS:</b>				<b>PHYSICAL IMPROVEMENTS:</b>			
<u>GA 007000001</u> <u>Tindall Heights</u>	Landscaping	LS	\$ 246,095.00	<u>GA 007000001</u> <u>Tindall Heights</u>	Landscaping	LS	\$ 197,840.00
	Replace sidewalks, add fencing, rework playground, resurface parking areas.	LS	\$ 139,838.00		Replace sidewalks, add fencing, rework playground, resurface parking areas.	LS	\$ 264,343.00
<b>(Phase IV)</b>	Abate lead based paint	26 Units	\$ 149,460.00	<b>(Phase V)</b>	Abate lead based paint	25 Units	\$ -
	Handicap units (504 Compliance)	26 Units	\$ 29,460.00		Handicap units (504 Compliance)	25 Units	\$ 30,210.00
	Replace Flooring	26 Units	\$ 195,000.00		Replace Flooring	25 Units	\$ 199,935.00
	Replace Entry locks	26 Units	\$ 18,780.00		Replace Entry locks	25 Units	\$ 9,380.00
	Install New window shades	26 Units	\$ 18,545.00		Install New window shades	25 Units	\$ 12,495.00
	Repair Exterior Door Jambs	26 Units	\$ 15,500.00		Repair Exterior Door Jambs	25 Units	\$ 9,370.00
	Installed vented range hood	26 Units	\$ 30,475.00		Installed vented range hood	25 Units	\$ 31,235.00
	Interior Painting	26 Units	\$ 76,170.00		Interior Painting	25 Units	\$ 78,100.00
	Replace Screen Doors and Hardware	26 Units	\$ 38,890.00		Replace Screen Doors and Hardware	25 Units	\$ 20,300.00
	Renovate Bathrooms	26 Units	\$ 182,815.00		Renovate Bathrooms	25 Units	\$ 187,435.00
	Renovate Kitchens	26 Units	\$ 152,340.00		Renovate Kitchens	25 Units	\$ 156,190.00
	Misc. Electrical	26 Units	\$ 76,170.00		Misc. Electrical	25 Units	\$ 78,100.00
	Misc. Plumbing lines	26 Units	\$ 76,170.00		Misc. Plumbing lines	25 Units	\$ 78,100.00
	Replace Hot Water Heaters	26 Units	\$ 67,150.00		Replace Hot Water Heaters	25 Units	\$ 36,240.00
	Reconfigure dwelling units	26 Units	\$ 149,130.00		Reconfigure dwelling units	25 Units	\$ 173,015.00
	Replace Weather-stripping on exterior doors	26 Units	\$ 42,855.00		Replace Weather-stripping on exterior doors	25 Units	\$ 43,735.00
	Replace interior doors	26 Units	\$ 48,750.00		Replace interior doors	25 Units	\$ 49,985.00
	Hydronic Heating	26 Units	\$ 159,000.00		Hydronic Heating	25 Units	\$ 147,720.00
	Air-conditioning	26 Units	\$ 73,125.00		Air-conditioning	25 Units	\$ 74,970.00
	Misc. ( Contingency )		\$ 95,400.00		Misc. ( Contingency )		\$ 119,870.00
	<b>Sub Total</b>		<b>\$ 2,080,918.00</b>		<b>Sub Total</b>		<b>\$ 1,998,568.00</b>
<b>Misc. Physical Improvements</b>				<b>Misc. Physical Improvements</b>			
<b>PHA Wide</b>	<b>Security Improvements</b>	<b>LS</b>	<b>\$ 5,000.00</b>	<b>PHA Wide</b>	<b>Security Improvements</b>	<b>LS</b>	<b>\$ 5,000.00</b>
	<b>Sub Total for Misc. Physical Improvements</b>		<b>\$ 5,000.00</b>		<b>Sub Total for Misc. Physical Improvements</b>		<b>\$ 87,350.00</b>
<b>Management Improvements</b>				<b>Management Improvements</b>			
	Resident Job Development Program	LS	\$ 5,000.00		Resident Job Development Program	LS	\$ 5,000.00
	Consultant Fee/ Staff Training/ Incidentals	LS	\$ 5,000.00		Consultant Fee/ Staff Training/ Incidentals	LS	\$ 5,000.00
	Minority Business Enterprise/ Section 3 Involvement	LS	\$ 20,000.00		Minority Business Enterprise/ Section 3 Involvement	LS	\$ 20,000.00
	Lead Based Paint Risk Assessment	LS	\$ 5,000.00		Lead Based Paint Risk Assessment	LS	\$ 5,000.00
	Security	LS	\$ 5,000.00		Security	LS	\$ 5,000.00
	<b>Sub Total</b>		<b>\$ 40,000.00</b>		<b>Sub Total</b>		<b>\$ 40,000.00</b>
<b>Administration Costs</b>				<b>Administration Costs</b>			
	Staff Salaries		\$ 363,080.00		Staff Salaries		\$ 363,080.00
<b>PHA-WIDE</b>	<b>Mod For Development</b>		<b>\$ 25,000.00</b>	<b>PHA-WIDE</b>	<b>Mod For Development</b>		<b>\$ 25,000.00</b>
<b>PHA - WIDE</b>	<b>Capital Fund Financing- Debt Service</b>		<b>\$ 1,000,000.00</b>	<b>PHA - WIDE</b>	<b>Capital Fund Financing- Debt Service</b>		<b>\$ 1,000,000.00</b>
	<b>Total CFP Estimated Cost</b>		<b>\$ 3,630,798.00</b>		<b>Total CFP Estimated Cost</b>		<b>\$ 3,630,798.00</b>

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2010, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

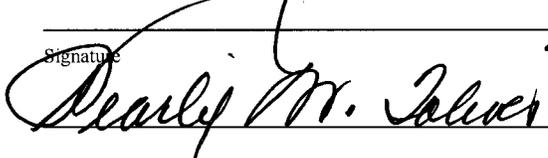
Macon Housing Authority  
PHA Name

GA007  
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 2010 - 2014

Annual PHA Plan for Fiscal Years 2010 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Pearlie M. Toliver	Title Chair, Board of Commissioners
Signature 	Date October 8, 2009

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

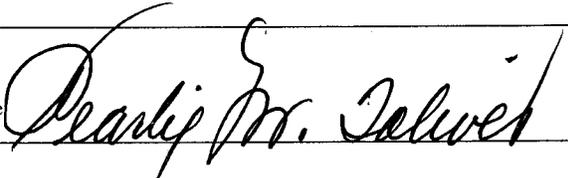
The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Macon Housing Authority

GA 007

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)			
Name of Authorized Official	Pearlie M. Toliver	Title	Chair, Board of Commissioners
Signature		Date	10/08/2009

Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Robert A. B. Reichert the Mayor of the City of Macon, Georgia certify that the Five Year and  
Annual PHA Plan of the Macon Housing Authority is consistent with the Consolidated Plan of  
The City of Macon, Georgia prepared pursuant to 24 CFR Part 91.

Robert A. B. Reichert Oct. 5, 2009

Signed / Dated by Appropriate State or Local Official

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

The Housing Authority of the City of Macon, Georgia

Program/Activity Receiving Federal Grant Funding

Five-Year Plan for Fiscal Years 2010-2014 and Annual Plan for Fiscal Year 2010

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

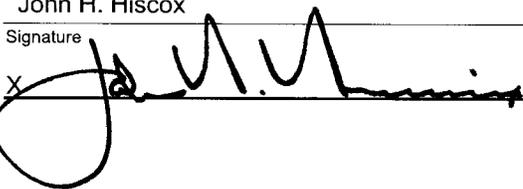
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official John H. Hiscox	Title Executive Director
Signature 	Date October 8, 2009

# Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the City of Macon, Georgia

Program/Activity Receiving Federal Grant Funding

Five-Year Plan for Fiscal Years 2010-2014 and Annual Plan for Fiscal Year 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

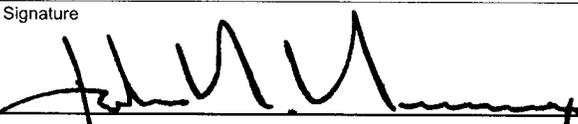
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official John H. Hiscox	Title Executive Director
Signature 	Date (mm/dd/yyyy) 10/08/2009

Previous edition is obsolete

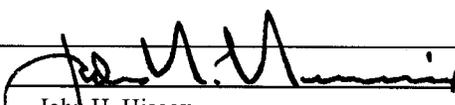
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> A a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> A a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: John H. Hiscox Title: Executive Director Telephone No.: (478) 752-5070      Date: 10/08/2009	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)