PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: _Knoxville's Community Development Corporation_(KCDC)_____ PHA Code: ___TN003_____

PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): _07/2011___

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: __3836 Number of HCV units: _3585_

3.0 Submission Type

☐ 5-Year and Annual Plan (Revised) ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ 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:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

N/A

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

5.2 Goals and Objectives. 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 Plan.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

(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.

KCDC Main Office located at 901 Broadway, N.E., Knoxville, TN 37917
AMP 1 Western Heights Management Office, 1621 Jourolmon Avenue, Knoxville, TN 37921
AMP 5, 22 & 23 Lonsdale Homes Management Office, 2020 Minnesota Avenue, Knoxville, TN 37921
AMP 6 & 25 The Vista Management Office, 957 E. Hill Avenue, Knoxville, TN 37915
AMP 7 Love Towers Management Office, 1171 Armstrong Avenue, Knoxville, TN 37917
AMP 8, 9, 97 & 98 Taylor Homes/Lee Williams Management Office, 317 McConnell Street, Knoxville, TN 37915
AMP 10 Cagle Terrace Management Office, 515 Renford Road, Knoxville, TN 37919
AMP 11 Northgate Terrace Management Office, 4301 Whittle Springs Road, Knoxville, TN 37917
AMP 12 & 30 North Ridge Crossing Management Office, 712 Breda Drive, Knoxville, TN 37918
AMP 13 & 28 Montgomery Village Management Office, 4530 Joe Lewis Road, Knoxville, TN 37920
AMP 18 Isabella Towers Management Office, 1515 Isabella Circle, Knoxville, TN, 37915
AMP 31 Virginia Walker Apartments Management Office, 6331 Pleasant Ridge Road, Knoxville, TN 37921
KCDC's Section 8 Office, 400 Harriet Tubman Street, Knoxville, TN 37915
On KCDC's Website at www.kcdc.org

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.* **HOPE VI**: KCDC plans to apply for HOPE VI (or its replacement program) for AMP TN003000008 Taylor Homes (230 units) and TN003000009 Taylor Homes doing business as Lee Williams Senior Complex (270 units.) Timeline: application date for HOPE VI 2011 funding cycle. **Mixed Finance Modernization or Development**: Eastport School (surplus property acquired by KCDC) modernization and/or development of 85 elderly-designated units. Timeline: 2010-2011 KCDC plans to acquire and/or build replacement public housing (248 units). Mixed financing may be used. Time line: 2011 **Demolition**: KCDC received HUD approval to demolish 248 units (partial demo) at Western Heights, AMP TN003000001. KCDC will contract for demolition in 2011 (see attachment with unit numbers/addresses). **Conversion of Public Housing:** See attachment - Explanation for KCDC Public Housing Properties Listed On HUD's Updated Cluster Listing of Possible Conversion Candidates **Project-based Vouchers**: Knoxville's Community Development Corporation's Administrative Plan for the Section 8 Program (a PHA Plan Supporting Document) has a section (Section 3.0) on KCDC's Project-Based Voucher Program.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. FFY2011 CFP Annual Plan (attached) Performance and Evaluation Report (attached) for period ending 12/31/10 for following CFP/RHF grants: TN37P00350110 TN37P00350109 TN37P00350108 TN37P00350107 TN37P00350106 TN37R00350110 TN37R00350109 TN37R00350108 TN37R00350207 TN37R00350210 TN37R00350209 TN37R00350208 TN37R00350409 TN37P11150109 TN37P11150108 Performance and Evaluation Report (attached) for period ending 12/31/10 for following stimulus grants TN37S00350109 ARRA TN37S11150109 ARRA TN00300000909F
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* 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. Capital Fund Program Five-Year Action Plan (attached)
8.3	**Capital Fund Financing Program (CFFP).** ☒ 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.

9.0

Housing Needs. 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.

In 2005, the Mayors of Knoxville and Knox County convened a task force (with KCDC representation) to develop a ten-year plan to end chronic homelessness in Knoxville. A report prepared by The Ten-Year Plan To End Chronic Homelessness Task Force in October 2005 states "On any given night in the Knoxville and Knox County area, approximately 900 people sleep in emergency shelters, on the street, in cars, in transitional housing, or doubled up with friends. As many as 9000 different individuals may experience homelessness during one year." Lack of affordable housing was identified as one of six interacting factors that contribute to homelessness in Knoxville.

Information in the following chart comes from the City of Knoxville's Five-Year Consolidated Plan (2010-2015) and was based on 2000 CHAS dataset. The estimated number of renter families that have housing needs is shown in the "Overall" column. The 1 to 5 rating indicates the impact of that factor on the housing needs for each family type with 1 being "no impact" and 5 being "severe impact."

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	10229	5	5	5	5	3	4
Income >30% but <=50% of AMI	6581	5	5	5	5	3	4
Income >50% but <80% of AMI	4429	3	3	4	3	2	4
Elderly	1554	4	3	5	4	3	4
Families with Disabilities	N/A	4	5	3	5	3	4
White	16300	4	2	5	3	2	4
African-American	3962	4	2	5	3	2	4
Hispanic	268	5	3	5	3	4	4
Other Ethnic	709	5	3	5	3	4	4

KCDC's public housing wait list currently has 2597 families whose incomes are comprised as follows:

- 4.13% are Low Income (>50% but <=80% of AMI)
- 16.96% are Very Low Income (>30% but <=50% of AMI)
- 78.91% are Extremely Low Income (<=30% of AMI)

Other Characteristics:
47.0% African American
51.8% White
1.2% Other

81 Elderly Households
475 Disabled Households

Breakdown By Bedroom Size
0 or 1BR/1713 2BR/525 3BR/288 4BR/60 5BR/11

KCDC's Section 8 wait list currently has 964 families whose incomes are comprised as follows:

- 13.1% are Very Low Income (>30% but <=50% of AMI)
- 86.9% are Extremely Low Income (<=30% of AMI)

Other Characteristics:
46.3% African American
52.3% White
1.4% Other

27 Elderly Households
259 Disabled Households

Breakdown By Bedroom Size
1BR/565 2BR/246 3BR/140 4BR/12 5BR/1

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** See information below under (a) Progress in Meeting Mission and Goals.
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. **Expand the supply of assisted housing** 1) Assessing possibility of applying for Section 8 VASH Vouchers when VA uses current allocation 2) Leveraging public/private funds to create additional housing is in progress 3) Exploring acquisition/construction options for replacement housing 4) Exploring housing development outside city limits in progress **Improve quality of assisted housing:** 1) Renovation in progress at one property (total units to be renovated 384) 2) Demolition application for 248 units submitted to HUD SAC 3) Ongoing exploration of various options for replacement housing 4) All Section 8 HCV units rated using in-house Housing Quality Rating System to improve rent reasonableness comparisons, encourage owners-repairs, and promote energy efficiency upgrades. New units are rated at the time of inspection. **Increase assisted housing choices** 1) Purchased three (3) houses in foreclosure using Neighborhood Stabilization Program funds. The houses will be sold at affordable prices to increase the supply of assisted homeownership housing. **Provide an improved living environment** 1) Constructed 20 elderly-designated units and have 85 elderly-designated units under construction **Promote self-sufficiency and asset development of assisted households** 1) Resident assessments and referrals are ongoing to promote self-sufficiency through training and job placement (Partnerships with Tennessee Vocational Rehabilitation Services and Tennessee Department of Labor and Workforce Development) 2) Provided information and referral for 396 elderly/disabled residents to help them maintain independence in the home. 3) Provided information and referral for 693 residents for assistance from various community social service providers. **Ensure equal opportunity and affirmatively further fair housing** 1) Annual fair housing training is provided for all management staff 2) Staff participates in local fair housing conferences and training and serves as program presenters as appropriate. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of KCDC that fundamentally change the mission, goals, objectives, or plans of KCDC and which require formal approval of the KCDC Board of Commissioners
11.0	**Required Submission for HUD Field Office Review**. 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. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (Attachment) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (Attachment) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (Attachment) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (Attachment) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (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. (Attachment) (g) Challenged Elements (Attachment) (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (Attachment) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) (Attachment) Provision for Violence Against Women Act (VAWA) (Attachment)

WESTERN HEIGHTS AMP TN003000001
BUILDINGS/UNITS APPROVED (3/18/11) FOR DEMOLITION

Western Heights TN 3-4				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0413	WA100	1724 Reed Street	4	
304-0414	WA100	1722 Reed Street	4	
304-0415	WA100	1720 Reed Street	4	
304-0416	WA100	1718 Reed Street	4	
304-0417	WA101	1716 Reed Street	3	H/A
304-0418	WA101	1714 Reed Street	3	
304-0419	WA102	1710 Reed Street	4	
304-0420	WA102	1708 Reed Street	4	
304-0421	WA102	1706 Reed Street	4	
304-0422	WA102	1704 Reed Street	4	
304-0427	WA105	1107 Bonnyman Drive	3	
304-0428	WA105	1109 Bonnyman Drive	3	
304-0429	WA106	1115 Bonnyman Drive	2	H/A
304-0430	WA106	1117 Bonnyman Drive	2	
304-0431	WA106	1119 Bonnyman Drive	3	
304-0432	WA106	1121 Bonnyman Drive	3	
304-0433	WA106	1123 Bonnyman Drive	2	
304-0434	WA106	1125 Bonnyman Drive	2	
304-0435	WA107	1127 Bonnyman Drive	4	
304-0436	WA107	1129 Bonnyman Drive	4	
304-0437	WA107	1131 Bonnyman Drive	4	
304-0438	WA107	1133 Bonnyman Drive	4	
304-0439	WA108	1135 Bonnyman Drive	2	
304-0440	WA108	1137 Bonnyman Drive	2	
304-0441	WA108	1139 Bonnyman Drive	3	
304-0442	WA108	1141 Bonnyman Drive	3	
304-0443	WA108	1143 Bonnyman Drive	2	
304-0444	WA108	1145 Bonnyman Drive	2	H/A
304-0469	WA113	1250 Bonnyman Drive	1	
304-0470	WA113	1248 Bonnyman Drive	1	
304-0471	WA113	1246 Bonnyman Drive	2	
304-0472	WA113	1244 Bonnyman Drive	3	
304-0473	WA113	1242 Bonnyman Drive	3	
304-0474	WA113	1240 Bonnyman Drive	2	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0475	WA113	1238 Bonnyman Drive	1	
304-0476	WA113	1236 Bonnyman Drive	1	
304-0477	WA114	1230 Bonnyman Drive	5	
304-0478	WA114	1228 Bonnyman Drive	5	
304-0479	WA115	1226 Bonnyman Drive	2	
304-0480	WA115	1224 Bonnyman Drive	2	
304-0481	WA115	1222 Bonnyman Drive	3	
304-0482	WA115	1220 Bonnyman Drive	3	
304-0483	WA115	1218 Bonnyman Drive	2	
304-0484	WA115	1216 Bonnyman Drive	2	
304-0485	WA116	1214 Bonnyman Drive	3	
304-0486	WA116	1212 Bonnyman Drive	3	
304-0487	WA117	1210 Bonnyman Drive	2	
304-0488	WA117	1208 Bonnyman Drive	2	
304-0489	WA117	1206 Bonnyman Drive	3	
304-0490	WA117	1204 Bonnyman Drive	3	
304-0491	WA117	1202 Bonnyman Drive	2	
304-0492	WA117	1200 Bonnyman Drive	2	
304-0493	WA118	1166 Bonnyman Drive	4	
304-0494	WA118	1164 Bonnyman Drive	4	
304-0495	WA118	1162 Bonnyman Drive	4	
304-0496	WA118	1160 Bonnyman Drive	4	
304-0497	WA119	1158 Bonnyman Drive	5	
304-0498	WA119	1156 Bonnyman Drive	5	
304-0499	WA120	1154 Bonnyman Drive	5	
304-0500	WA120	1152 Bonnyman Drive	5	
304-0501	WA121	1150 Bonnyman Drive	3	H/A
304-0502	WA121	1148 Bonnyman Drive	3	
304-0503	WA122	1142 Bonnyman Drive	2	
304-0504	WA122	1140 Bonnyman Drive	2	
304-0505	WA122	1138 Bonnyman Drive	3	
304-0506	WA122	1136 Bonnyman Drive	3	
304-0507	WA122	1134 Bonnyman Drive	2	
304-0508	WA122	1132 Bonnyman Drive	2	
304-0509	WA123	1124 Bonnyman Drive	4	
304-0510	WA123	1126 Bonnyman Drive	4	
304-0511	WA123	1128 Bonnyman Drive	4	H/A
304-0512	WA123	1130 Bonnyman Drive	4	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0513	WA124	1122 Bonnyman Drive	1	
304-0514	WA124	1120 Bonnyman Drive	1	
304-0515	WA124	1118 Bonnyman Drive	2	
304-0516	WA124	1116 Bonnyman Drive	3	
304-0517	WA124	1114 Bonnyman Drive	3	
304-0518	WA124	1112 Bonnyman Drive	2	
304-0519	WA124	1110 Bonnyman Drive	1	
304-0520	WA124	1108 Bonnyman Drive	1	
304-0521	WA125	1106 Bonnyman Drive	4	
304-0522	WA125	1104 Bonnyman Drive	4	
304-0523	WA125	1102 Bonnyman Drive	4	
304-0524	WA125	1100 Bonnyman Drive	4	
304-0525	WA126	1111 W. Oldham Avenue	2	H/A
304-0526	WA126	1109 W. Oldham Avenue	2	
304-0527	WA126	1107 W. Oldham Avenue	3	
304-0528	WA126	1105 W. Oldham Avenue	3	
304-0529	WA126	1103 W. Oldham Avenue	2	
304-0530	WA126	1101 W. Oldham Avenue	2	
304-0531	WA127	1601 McSpadden Street	2	
304-0532	WA127	1603 McSpadden Street	2	
304-0533	WA127	1605 McSpadden Street	3	
304-0534	WA127	1607 McSpadden Street	3	
304-0535	WA127	1609 McSpadden Street	2	
304-0536	WA127	1611 McSpadden Street	2	
304-0537	WA128	1613 McSpadden Street	2	
304-0538	WA128	1615 McSpadden Street	2	
304-0539	WA128	1617 McSpadden Street	3	
304-0540	WA128	1619 McSpadden Street	3	
304-0541	WA128	1621 McSpadden Street	2	
304-0542	WA128	1623 McSpadden Street	2	
304-0543	WA129	1635 McSpadden Street	2	
304-0544	WA129	1633 McSpadden Street	2	
304-0545	WA129	1631 McSpadden Street	3	
304-0546	WA129	1629 McSpadden Street	3	
304-0547	WA129	1627 McSpadden Street	2	
304-0548	WA129	1625 McSpadden Street	2	
304-0549	WA130	1637 McSpadden Street	2	
304-0550	WA130	1639 McSpadden Street	2	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0551	WA130	1641 McSpadden Street	3	
304-0552	WA130	1643 McSpadden Street	3	
304-0553	WA130	1645 McSpadden Street	2	
304-0554	WA130	1647 McSpadden Street	2	
304-0555	WA131	1701 McSpadden Street	2	
304-0556	WA131	1703 McSpadden Street	2	
304-0557	WA131	1705 McSpadden Street	3	
304-0558	WA131	1707 McSpadden Street	3	
304-0559	WA131	1709 McSpadden Street	2	
304-0560	WA131	1711 McSpadden Street	2	
304-0561	WA132	1713 McSpadden Street	2	
304-0562	WA132	1715 McSpadden Street	2	
304-0563	WA132	1717 McSpadden Street	3	
304-0564	WA132	1719 McSpadden Street	3	
304-0565	WA132	1721 McSpadden Street	2	
304-0566	WA132	1723 McSpadden Street	2	
304-0567	WA133	1725 McSpadden Street	2	
304-0568	WA133	1727 McSpadden Street	2	
304-0569	WA133	1729 McSpadden Street	3	
304-0570	WA133	1731 McSpadden Street	3	
304-0571	WA133	1733 McSpadden Street	2	
304-0572	WA133	1735 McSpadden Street	2	
304-0573	WA134	1737 McSpadden Street	2	
304-0574	WA134	1739 McSpadden Street	2	
304-0575	WA134	1741 McSpadden Street	3	
304-0576	WA134	1743 McSpadden Street	3	
304-0577	WA134	1745 McSpadden Street	2	
304-0578	WA134	1747 McSpadden Street	2	
304-0579	WA135	1100 Virginia Avenue	4	
304-0580	WA135	1102 Virginia Avenue	4	
304-0581	WA135	1104 Virginia Avenue	4	
304-0582	WA135	1106 Virginia Avenue	4	
304-0583	WA136	1108 Virginia Avenue	5	
304-0584	WA136	1110 Virginia Avenue	5	
304-0585	WA137	1112 Virginia Avenue	2	
304-0586	WA137	1114 Virginia Avenue	2	
304-0587	WA137	1116 Virginia Avenue	3	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0588	WA137	1118 Virginia Avenue	3	
304-0589	WA137	1120 Virginia Avenue	2	
304-0590	WA137	1122 Virginia Avenue	2	
304-0591	WA138	1200 Virginia Avenue	2	
304-0592	WA138	1202 Virginia Avenue	2	
304-0593	WA138	1204 Virginia Avenue	3	
304-0594	WA138	1206 Virginia Avenue	3	
304-0595	WA138	1208 Virginia Avenue	2	
304-0596	WA138	1210 Virginia Avenue	2	
304-0597	WA139	1300 Virginia Avenue	2	
304-0598	WA139	1302 Virginia Avenue	2	
304-0599	WA139	1304 Virginia Avenue	3	
304-0600	WA139	1306 Virginia Avenue	3	
304-0601	WA139	1308 Virginia Avenue	2	
304-0602	WA139	1310 Virginia Avenue	2	
304-0603	WA140	1627 Virginia Avenue	2	
304-0604	WA140	1629 Virginia Avenue	2	
304-0605	WA140	1631 Virginia Avenue	3	
304-0606	WA140	1633 Virginia Avenue	3	
304-0607	WA140	1635 Virginia Avenue	2	
304-0608	WA140	1637 Virginia Avenue	2	
304-0609	WA141	1641 Virginia Avenue	2	
304-0610	WA141	1643 Virginia Avenue	2	
304-0611	WA141	1645 Virginia Avenue	3	
304-0612	WA141	1647 Virginia Avenue	3	
304-0613	WA141	1649 Virginia Avenue	2	
304-0614	WA141	1651 Virginia Avenue	2	
304-0615	WA142	1701 Virginia Avenue	1	
304-0616	WA142	1703 Virginia Avenue	1	
304-0617	WA142	1705 Virginia Avenue	2	
304-0618	WA142	1707 Virginia Avenue	3	
304-0619	WA142	1709 Virginia Avenue	3	
304-0620	WA142	1711 Virginia Avenue	2	
304-0621	WA142	1713 Virginia Avenue	1	
304-0622	WA142	1715 Virginia Avenue	1	
304-0623	WA143	1721 Virginia Avenue	3	
304-0624	WA143	1723 Virginia Avenue	3	
304-0625	WA144	2000 Testerman Drive	4	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0626	WA144	2002 Testerman Drive	4	
304-0627	WA144	2004 Testerman Drive	4	
304-0628	WA144	2006 Testerman Drive	4	
304-0629	WA145	2016 Testerman Drive	1	
304-0630	WA145	2018 Testerman Drive	1	
304-0631	WA145	2020 Testerman Drive	2	
304-0632	WA145	2022 Testerman Drive	3	
304-0633	WA145	2024 Testerman Drive	3	
304-0634	WA145	2026 Testerman Drive	2	
304-0635	WA145	2028 Testerman Drive	1	
304-0636	WA145	2030 Testerman Drive	1	
304-0637	WA146	2032 Testerman Drive	3	
304-0638	WA146	2034 Testerman Drive	3	
304-0639	WA147	1830 Vermont Avenue	3	
304-0640	WA147	1828 Vermont Avenue	3	
304-0641	WA148	1826 Vermont Avenue	4	
304-0642	WA148	1824 Vermont Avenue	4	
304-0643	WA148	1822 Vermont Avenue	4	
304-0644	WA148	1820 Vermont Avenue	4	
304-0645	WA149	1818 Vermont Avenue	3	
304-0646	WA149	1816 Vermont Avenue	3	
304-0647	WA150	1810 Vermont Avenue	4	
304-0648	WA150	1808 Vermont Avenue	4	
304-0649	WA150	1806 Vermont Avenue	4	
304-0650	WA150	1804 Vermont Avenue	4	
304-0651	WA151	1738 Vermont Avenue	3	
304-0652	WA151	1736 Vermont Avenue	3	
304-0653	WA152	1722 Vermont Avenue	2	
304-0654	WA152	1720 Vermont Avenue	2	
304-0655	WA152	1718 Vermont Avenue	3	
304-0656	WA152	1716 Vermont Avenue	3	
304-0657	WA152	1714 Vermont Avenue	2	
304-0658	WA152	1712 Vermont Avenue	2	
304-0659	WA153	1700 Vermont Avenue	2	
304-0660	WA153	1702 Vermont Avenue	2	
304-0661	WA153	1704 Vermont Avenue	3	
304-0662	WA153	1706 Vermont Avenue	3	
304-0663	WA153	1708 Vermont Avenue	2	

Western Heights TN 3-1				
Dev/Unit Number	**Building Number**	**Address**	**BR Size**	
304-0664	WA153	1710 Vermont Avenue	2	
304-0665	WA154	1724 Vermont Avenue	4	
304-0666	WA154	1726 Vermont Avenue	4	
304-0667	WA154	1728 Vermont Avenue	4	
304-0668	WA154	1730 Vermont Avenue	4	
304-0669	WA155	1800 Vermont Avenue	5	
304-0670	WA155	1802 Vermont Avenue	5	
304-0671	WA156	1812 Vermont Avenue	3	
304-0672	WA156	1814 Vermont Avenue	3	
304-0673	WA157	1916 Vermont Avenue	3	
304-0674	WA157	1918 Vermont Avenue	3	
304-0675	WA158	2011 Virginia Avenue	2	
304-0676	WA158	2009 Virginia Avenue	2	
304-0677	WA158	2007 Virginia Avenue	3	
304-0678	WA158	2005 Virginia Avenue	3	
304-0679	WA158	2003 Virginia Avenue	2	
304-0680	WA158	2001 Virginia Avenue	2	
304-0681	WA159	2013 Virginia Avenue	2	
304-0682	WA159	2015 Virginia Avenue	2	
304-0683	WA159	2017 Virginia Avenue	3	
304-0684	WA159	2019 Virginia Avenue	3	
304-0685	WA159	2021 Virginia Avenue	2	
304-0686	WA159	2023 Virginia Avenue	2	
304-0687	WA160	1903 Virginia Avenue	3	
304-0688	WA160	1901 Virginia Avenue	3	
1BR/16 2BR/100 3BR/78 4BR/44 5BR/10 Total = 248				

H/A = Handicap Accessible Unit

Public Housing Agency Plan Provision for VAWA

Domestic Violence, Dating Violence, Sexual Assault, Stalking

Knoxville's Community Development Corporation (KCDC) previously amended its Admissions and Continued Occupancy Policy (ACOP) to implement applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) (VAWA). KCDC's ACOP is a supporting document to this Plan.

In addition:

A. The following activities, services, or programs are provided by KCDC, directly or in partnership with other service providers, to child and adult victims of domestic violence, dating violence, sexual assault or stalking.

KCDC's Resident Liaison Services staff refers victims of domestic violence to the Family Justice Center which houses several agencies that provide coordinated services to victims of domestic violence, dating violence, sexual assault or stalking. Staff collaborates and works with agencies as necessary.

B The following activities, services, or programs are provided by KCDC to help child and adult victims of domestic violence, dating violence, sexual assault, or stalking maintain housing.

Domestic Violence (current actual or threatened) by a member of the household to another member of the household gives the victim an admission preference for KCDC's premier elderly properties and conventional properties

C. The following activities, services, or programs are provided by KCDC to prevent domestic violence, dating violence, sexual assault and stalking, or to enhance victim safety in assisted families.

KCDC transfers residents who are victims of domestic violence to other KCDC properties if requested by the victim and with proper documentation.

Explanation for KCDC Public Housing Properties Listed On HUD's Updated Cluster Listing of Possible Conversion Candidates in 2009

On September 22, 2009, Knoxville's Community Development Corporation (KCDC) received notification by email from Mr. Ainars Rodins, Special Application Center (SAC) Director, concerning potential required conversion candidates in KCDC's housing stock. The determination that some clusters need to be considered for Required Conversion, as mentioned in the notification, is based on the following:

> The cluster contains 250, or more, units
> The units are not officially designated Elderly, Handicapped or Mixed
> The units are not under an approved HOPE VI Revitalization Plan
> The average occupancy rate over three years is less than 85%, or incomplete.

Also, 24 CFR 972.124(b) states "the development has a vacancy rate of at least a specified percent for dwelling units not in funded, on-schedule modernization, for each of the last three years, and the vacancy rate has not significantly decreased in those three years."

Since the KCDC properties identified by SAC as potential conversion candidates had either undergone modernization and/or demolition, were about to undergo modernization and/or demolition, or were officially designated as "Elderly" housing, KCDC responded to Mr. Rodins via email 12/11/09 explaining the reason KCDC believed the units were not potential candidates for required conversion.

Mr. Rodins replied by email on 3/18/10 and assured KCDC that for now, HUD is working on refining the cluster lists and once HUD gets the candidate software working, it will identify clusters that have a vacancy problem and are not officially designated elderly/handicapped or mixed.

List of Attachments to this Annual Plan

tn003a01	form HUD-50077 Certification of Compliance & KCDC Board Resolution
tn003b01	form HUD-50070 Certification for a Drug-Free Workplace
tn003c01	form HUD-50071 Certification of Payments to Influence Federal Transactions
tn003d01	Standard Form LLL Disclosure of Lobbying Activities
tn003e01	RAB Comments
tn003f01	Challenged Elements
tn003g01	form HUD-50075-1 CFP/RHF Budget
tn003h01	form HUD-50075-2 CFP Five-Year Action Plan
tn003i01	form HUD-50077-SL Certification of Plans Consistency w/Consolidated Plan
tn003j01	form HUD-53001 Actual Modernization Cost Certificate
tn003k01	CFP Performance & Evaluation Reports
tn003l01	Admissions & Continued Occupancy Policy (ACOP) TSAP
tn003m01	Section 8 Administrative Plan
tn003n01	Section 8 Homeownership Program Administrative Plan
tn003o01	Section 8 Family Self-Sufficiency (FSS) Action Plan
tn003v01	PHA Plan Template in addition to List of Western Heights units approved for Demo; Provision for VAWA; and Explanation for KCDC PH Properties Listed on HUD's Cluster Listing of Possible Conversion Candidates in 2009

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011

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___ 5-Year and/or_X_ Annual PHA Plan for the PHA fiscal year beginning 07/01/2011 *, 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.

Knoxville's Community Development Corporation	TN003
PHA Name	PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

X Annual PHA Plan for Fiscal Years 20 11 - 20 12

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	Title
Juanita U. Cannon	Board Of Commissioners Chair
Signature: Juanita U. Cannon	Date: 03/31/2011

RESOLUTION NO. 2011-06

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (KCDC) CERTIFYING COMPLIANCE WITH KCDC'S 2011 PUBLIC HOUSING AGENCY (PHA) PLAN AND RELATED REGULATIONS

WHEREAS, Knoxville's Community Development Corporation (KCDC) has fulfilled all requirements set forth in 24 CFR Part 903 for developing a Public Housing Agency (PHA) Plan that includes an Annual Plan with supporting documents for KCDC's fiscal year beginning July 1, 2011; and

WHEREAS, KCDC established a resident advisory board representative of residents assisted by KCDC and consulted with the resident advisory board in developing the Plan and considered recommendations of the resident advisory board; and

WHEREAS, KCDC presented the Plan with supporting documents for public inspection for at least 45 days prior to a public hearing, published a notice of the date, time, and location of the public hearing, and conducted the public hearing on March 24, 2011 to discuss the Plan and invite public comment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Knoxville's Community Development Corporation (KCDC) that, effective March 31, 2011, KCDC's 2011 Public Housing Agency Annual Plan, including the revised Admissions and Continued Occupancy Policy, revised Administrative Plan for Section 8 Homeownership Program, and revised Family Self-Sufficiency Action Plan, all previously adopted March 25, 2010, and revised Administrative Plan for the Section 8 Program, previously adopted October 28, 2010, be adopted.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
KNOXVILLE, TENNESSEE
SEAL
INCORPORATED 1936
TENNESSEE

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Knoxville's Community Development Corporation

Program/Activity Receiving Federal Grant Funding

Capital Fund Program/Replacement Housing Fund

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.)

See attached

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	Title
Alvin J. Nance	Executive Director/Chief Executive Officer
Signature X	Date 03/31/2011

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Attachment for Form HUD-50070

Sites for Work Performance

Applicant Name & Address: Knoxville's Community Development Corporation
901 Broadway, N. E.
Knoxville, TN 37917

Program/activity receiving grant funding: Capital Fund Program and/or Replacement Housing Fund

Site	Street Address	City	County	State	Zip Code
Main Office	901 Broadway, N.E.	Knoxville	(Knox)	Tennessee	37917
TN003000001	1621 Jourolmon Ave.	Knoxville	(Knox)	Tennessee	37921
TN003000005	2020 Minnesota Ave.	Knoxville	(Knox)	Tennessee	37921
TN003000006	957 E. Hill Avenue	Knoxville	(Knox)	Tennessee	37915
TN003000007	1171 Armstrong Ave.	Knoxville	(Knox)	Tennessee	37917
TN003000008	317 McConnell Street	Knoxville	(Knox)	Tennessee	37915
TN003000009	317 McConnell Street	Knoxville	(Knox)	Tennessee	37915
TN003000010	515 Renford Drive	Knoxville	(Knox)	Tennessee	37919
TN003000011	4301 Whittle Springs Rd	Knoxville	(Knox)	Tennessee	37917
TN003000012	712 Breda Drive	Knoxville	(Knox)	Tennessee	37918
TN003000013	4530 Joe Lewis Road	Knoxville	(Knox)	Tennessee	37920
TN003000018	1515 Isabella Circle	Knoxville	(Knox)	Tennessee	37920
TN003000022	2020 Minnesota Ave.	Knoxville	(Knox)	Tennessee	37921
TN003000023	2020 Minnesota Ave.	Knoxville	(Knox)	Tennessee	37921
TN003000025	957 E. Hill Avenue	Knoxville	(Knox)	Tennessee	37915
TN003000028	107 Flenniken Avenue	Knoxville	(Knox)	Tennessee	37920
TN003000030	3504 Oak Branch Circle	Knoxville	(Knox)	Tennessee	37917
TN003000031	6331 Pleasant Ridge Rd	Knoxville	(Knox)	Tennessee	37921
TN003000097	317 McConnell Street	Knoxville	(Knox)	Tennessee	37915
TN003000098	317 McConnell Street	Knoxville	(Knox)	Tennessee	37915

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Knoxville's Community Development Corporation

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

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	Title
Alvin J. Nance	Executive Director/Chief Executive Officer

Signature	Date (mm/dd/yyyy)
	03/31/2011

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** FY2011 Capital Fund Program/Replacement Housing Fund CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A
11. 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: Alvin J. Nance Title: Executive Director/Chief Executive Officer Telephone No.: (865) 403-1100 Date: 03/31/2011
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PHA Plan Template Section 11.0 (f)
Resident Advisory Board (RAB) Comments

On March 22, 2011, a comment was received from the Knoxville Tenant Council (KTC), who serves as the Resident Advisory Board (RAB), regarding the need for paving and stripping parking lots in Austin Homes (TN306). No revision was made to the PHA Plan since the decision was made to use operating funds for this repair.

PHA Plan Template Section 11.0 (g)
Challenged Elements

No elements of KCDC's 2011 PHA Plan were challenged during the review process.

Alvin J. Nance
Executive Director/CEO

March 31, 2011
Date

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350111 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval:**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	0			
4	1410 Administration (may not exceed 10% of line 21)	250,000			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	0			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	1,858,674			
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	1,840,139			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	0			
17	1499 Development Activities [4]	0			

[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.

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corp	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350111 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	1,711,683			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	5,660,496			
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	0			
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	0			

Signature of Executive Director Alvin J. Nance	**Date 3/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350111 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
TN 3-1 Western Heights	Demolition	1485	248 units	1,840,139				
TN 3-5 Lonsdale Homes	Debt Service	1501	N/A	1,027,010				
TN 3-12 North Ridge Crossing	Debt Service	1501	N/A	684,673				
TN 3-13 Montgomery Village	Renovate 56 apartments (includes overhead & contingency)	1460	56 units	1,858,674				
Agency-Wide	KCDC Management Fee	1410	N/A	250,000				
GRAND TOTAL				5,660,496				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN37R00350111 Increment 1 Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval:**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	0			
4	1410 Administration (may not exceed 10% of line 21)	0			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	0			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	0			
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	0			
17	1499 Development Activities [4]	276,743			

[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.

form **HUD-50075.1** (4/2008)

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corp	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN37R00350111 Increment 1 Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no: 1)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	276,743			
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	0			
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	0			

Signature of Executive Director Alvin J. Nance	**Date 3/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350111	**Federal FFY of Grant: 2011**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
	Replacement Housing	1499	276,743					

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN37R00350211 Increment 2 Date of CFFP:	**FFY of Grant: 2011** **FFY of Grant Approval:**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) [3]	0			
3	1408 Management Improvements	0			
4	1410 Administration (may not exceed 10% of line 21)	0			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	0			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	0			
10	1460 Dwelling Structures	0			
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	0			
17	1499 Development Activities [4]	167,982			

[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.

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corp	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN37R00350211 Increment 2 Date of CFFP:	**FFY of Grant:2011** **FFY of Grant Approval:**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no: 1)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	167,982			
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Activities	0			
23	Amount of line 20 Related to Security - Soft Costs	0			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures	0			

Signature of Executive Director Alvin J. Nance	**Date 3/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350211 Incre 2	**Federal FFY of Grant: 2011**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
	Replacement Housing	1499		167,982				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part I: Summary

PHA Name/Number Knoxville's Community Development Corporation/TN003			Locality (City/County & State) Knoxville/Knox County/Tennessee		☒**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1 FFY __2011_	Work Statement for Year 2 FFY ____2012_____	Work Statement for Year 3 FFY _____2013_____	Work Statement for Year 4 FFY _____2014_____	Work Statement for Year 5 FFY ____2015_____
B.	Physical Improvements Subtotal	Annual Statement	2,200,000	2,100,000	1,334,500	1,575,000
C.	Management Improvements		0	0	0	0
D.	PHA-Wide Non-dwelling Structures and Equipment		0	0	0	0
E.	Administration		1,156,188	1,060,581	144,337	104,275
F.	Other		58,800	0	0	0
G.	Operations		400,000	350,000	331,176	441,093
H.	Demolition		0	0	2,005,350	0
I.	Development		0	0	0	1,389,000
J.	Capital Fund Financing – Debt Service		1,845,508	2,149,915	1,845,133	2,151,128
K.	Total CFP Funds		5,660,496	5,660,496	5,660,496	5,660,496
L.	Total Non-CFP Funds		0	0	0	0
M.	Grand Total		**5,660,496**	**5,660,496**	**5,660,496**	**5,660,496**

Part I: Summary (Continuation)

PHA Name/Number Knoxville's Community Development Corporation/TN003			Locality (City/county & State) Knoxville/Knox County/Tennessee		☒**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015
		Annual Statement				
	TN3-1 Western Heights		206,962	3,572,427	1,543,757	2,071,081
	TN3-5 Lonsdale Homes		1,020,905	1,019,030	1,020,680	1,019,758
	TN3-8 Taylor Homes		0	0	1,047,746	985,460
	TN3-9 Lee Williams		76,226	39,686	1,036,684	463,266
	TN3-12 Christenberry Heights		680,603	679,353	680,453	679,838
	TN3-13 Montgomery Village		3,275,800	0	0	0
	Agency-Wide		400,000	350,000	331,176	441,093
			5,660,496	**5,660,496**	**5,660,496**	**5,660,496**

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _2011_	Work Statement for Year _____2_____ FFY ___2012___			Work Statement for Year: _____3_____ FFY ___2013_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	TN 3-1/Western Heights Replacement Housing (100 units) Debt Service	N/A	144,000	TN 3-1/Western Heights Replacement Housing (344 units) Debt Service	N/A	451,532
	TN 3-1/Western Heights Relocation of Families	196	58,800	TN 3-1/Western Heights A&E Fees for renovation of replacement housing	N/A	896,125
Annual	TN 3-1/Western Heights Project Management Fee	N/A	4,162	TN 3-1/Western Heights Renovate 105 units replacement units	105 Units	2,100,000
	TN 3-5/Lonsdale Homes Collaterization of Debt	N/A	1,020,905	TN 3-1/Western Heights Project Management Fee	N/A	73,739
Statement	TN 3-9/Lee Williams Project Management Fee (Replacement Housing)		76,226	TN 3-1/Western Heights Construction Management Fee	N/A	51,031
	TN 3-12/North Ridge Crossing Collaterization of Debt	N/A	680,603	TN 3-5/Lonsdale Homes Collaterization of Debt	N/A	1,019,030
	TN 3-13 Montgomery Village Renovate apts (includes overhead & contingency)	194 units	2,200,000	TN 3-9/Lee Williams Project Management Fee (Demo & Replacement Housing)	N/A	39,686
	TN 3-13 Montgomery Village Project Management Fee	N/A	440,000	TN 3-12/North Ridge Crossing Collaterization of Debt	N/A	679,353
	TN 3-13 Montgomery Village Construction Management Fees	N/A	635,800	Agency-wide Management Fee	N/A	350,000
	Agency-wide Management Fee	N/A	400,000			
	Subtotal of Estimated Cost		**$5,660,496**	Subtotal of Estimated Cost		**$5,660,496**

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _2011_	Work Statement for Year _____4_____ FFY ___2014___			Work Statement for Year: _____5_____ FFY ___2015_____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	TN 3-1/Western Heights Replacement Housing (100 units) Debt Service	N/A	144,000	TN 3-1/Western Heights Replacement Housing (344 units) Debt Service	N/A	451,532
	TN 3-1/Western Heights Renovate 100 units replacement housing (includes overhead & contingency)	100 Units	1,334,500	TN 3-1/Western Heights Renovate 150 apartments (includes overhead & contingency)	150 Units	1,575,000
Annual	TN 3-1/Western Heights Project Management Fee	N/A	38,567	TN 3-1/Western Heights Project Management Fee	N/A	13,049
	TN 3-1/Western Heights Construction Management Fee	N/A	26,690	TN 3-1/Western Heights Construction Management Fee	N/A	31,500
Statement	TN 3-5/Lonsdale Homes Collaterization of Debt	N/A	1,020,680	TN 3-5/Lonsdale Homes Collaterization of Debt	N/A	1,019,758
	TN 3-8/Taylor Homes Demolition	41 Bldgs	998,350	TN 3-8/Taylor Homes Development 5 replacement housing units	5 Units	939,000
	TN 3-8/Taylor Homes Project Management Fee	N/A	28,852	TN 3-8/Taylor Homes Project Management Fee	N/A	27,137
	TN 3-8/Taylor Homes Construction Management Fee	N/A	20,544	TN 3-8/Taylor Homes Construction Management Fee	N/A	19,323
	TN 3-9/Lee Williams Demolition	42 Bldgs	1,007,000	TN 3-9/Lee Williams Development 5 replacement housing units	5 Units	450,000
	TN 3-9/Lee Williams Project Management Fee	N/A	29,102	TN 3-9/Lee Williams Project Management Fee	N/A	13,005
	TN 3-9 Lee Williams Construction Management Fee	N/A	582	TN 3-9 Lee Williams Construction Management Fee	N/A	261
	TN 3-12/North Ridge Crossing Collaterization of Debt	N/A	680,453	TN 3-12/North Ridge Crossing Collaterization of Debt	N/A	679,838
	Agency-Wide Management Fee	N/A	331,176	Agency-Wide Management Fee	N/A	441,093
	Subtotal of Estimated Cost		**$5,660,496**	Subtotal of Estimated Cost		**$5,660,496**

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____		Work Statement for Year: _____ FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	$	Subtotal of Estimated Cost	$

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

I, Daniel T. Brown the Honorable Mayor of Knoxville certify that the Five Year and Annual PHA Plan of the Knoxville's Community Dev Corp is consistent with the Consolidated Plan of City of Knoxville prepared pursuant to 24 CFR Part 91.

Daniel Brown 2/23/2011

Signed / Dated by Appropriate State or Local Official

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name:	Modernization Project Number:
Knoxville's Community Development Corporation	TN37R00350205

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	$	320,537.00
B. Funds Disbursed	$	320,537.00
C. Funds Expended (Actual Modernization Cost)	$	320,537.00
D. Amount to be Recaptured (A–C)	$	0
E. Excess of Funds Disbursed (B-C)	$	0

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the HA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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)

Signature of Executive Director & Date:

X

Alvin J. Nance 3/31/2011

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator) | Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official) | Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator) | Date:

X

form **HUD-53001** (10/96)
ref Handbooks 7485.1 &.3

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

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HA Name:	Modernization Project Number:
Knoxville's Community Development Corporation	TN37P00350106

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	$	5,448,230.00
B. Funds Disbursed	$	5,448,230.00
C. Funds Expended (Actual Modernization Cost)	$	5,448,230.00
D. Amount to be Recaptured (A–C)	$	0
E. Excess of Funds Disbursed (B-C)	$	0

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the HA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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Signature of Executive Director & Date:

X

Alvin J. Nance 3/31/2011

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator) — Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official) — Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator) — Date:

X

form **HUD-53001** (10/96)
ref Handbooks 7485.1 &.3

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

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HA Name:	Modernization Project Number:
Knoxville's Community Development Corporation	TN37P00350207

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	$	245,722.00
B. Funds Disbursed	$	245,722.00
C. Funds Expended (Actual Modernization Cost)	$	245,722.00
D. Amount to be Recaptured (A–C)	$	0
E. Excess of Funds Disbursed (B-C)	$	0

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the HA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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Signature of Executive Director & Date:

X

Alvin J. Nance 3/31/2011

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator) — Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official) — Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator) — Date:

X

form **HUD-53001** (10/96)
ref Handbooks 7485.1 &.3

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

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HA Name:	Modernization Project Number:
Knoxville's Community Development Corporation	TN37P11150108

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	$	272,501.00
B. Funds Disbursed	$	272,501.00
C. Funds Expended (Actual Modernization Cost)	$	272,501.00
D. Amount to be Recaptured (A–C)	$	0
E. Excess of Funds Disbursed (B-C)	$	0

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the HA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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Signature of Executive Director & Date:

X

Alvin J. Nance 3/31/2011

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator) | Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official) | Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator) | Date:

X

form **HUD-53001** (10/96)
ref Handbooks 7485.1 &.3

Actual Modernization Cost Certificate

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

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name:	Modernization Project Number:
Knoxville's Community Development Corporation	TN37P11150109

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	$	271,078.00
B. Funds Disbursed	$	271,078.00
C. Funds Expended (Actual Modernization Cost)	$	271,078.00
D. Amount to be Recaptured (A–C)	$	0
E. Excess of Funds Disbursed (B-C)	$	0

2. That all modernization work in connection with the Modernization Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the HA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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)

Signature of Executive Director & Date:

X

Alvin J. Nance 3/31/2011

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator) | Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official) | Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator) | Date:

X

form **HUD-53001** (10/96)
ref Handbooks 7485.1 &.3

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350110 Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: FFY2010** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	128,641	128,641	128,641	128,641.00
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0.00
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	1,150,234	834,831	802,591	65,068.47
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	2,677,138	2,992,541	2,584,541	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	1,704,483	1,704,483	1,704,483	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	5,660,496	5,660,496	5,220,256	193,709.47
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000001	A&E Fees for demo & site planning	1430	N/A	433,249	416,988	416,988	36,283.38	In Progress
Western Heights	Project Management Fee	1430	N/A	12,521	16,800	16,800	16,800.00	Complete
	Surveys	1430	N/A	0	11,985	11,985	11,985.09	Complete
	Admin Fees-CF	1408	N/A	0	14,151	14,151	14,150.51	From Reallocated/Complete
	Sub-Total			**445,770**	**459,924**	**459,924**	**79,218.98**	
TN003000005	Admin Fees-CF	1408	N/A	0	10,291	10,291	10,291.28	From Reallocated/Complete
Lonsdale Homes	Debt Service	1501	N/A	1,022,690	1,022,690	1,022,690	0.00	No payment to date
	Sub-Total			**1,022,690**	**1,032,981**	**1,032,981**	**10,291.28**	
TN003000006	Admin Fees-CF	1408	N/A	0	5,146	5,146	5,145.64	From Reallocated/Complete
Austin Homes	**Sub-Total**			**0**	**5,146**	**5,146**	**5,145.64**	
TN003000007	Admin Fees-CF	1408	N/A	0	9,005	9,005	9,004.87	From Reallocated/Complete
Love Towers	**Sub-Total**			**0**	**9,005**	**9,005**	**9,004.87**	
TN003000008	Admin Fees-CF	1408	N/A	0	7,718	7,718	7,718.46	From Reallocated/Complete
Taylor Homes	**Sub-Total**			**0**	**7,718**	**7,718**	**7,718.46**	
TN003000009	Admin Fees-CF	1408	N/A	0	10,291	10,291	10,291.28	From Reallocated/Complete
Lee Williams	Project Management Fee (replacement housing)	1430	N/A	100,000		100,000	0.00	In Progress
	Sub-Total			**100,000**	**110,291**	**110,291**	**10,291.28**	

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[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.

[2]**Part II: Supporting Pages**

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000010	Admin Fees-CF	1408	N/A	0	10,291	10,291	10,291.28	From Reallocated/Complete
Cagle Terrace	**Sub-Total**			**0**	**10,291**	**10,291**	**10,291.28**	
TN003000011	Admin Fees-CF	1408	N/A	0	10,291	10,291	10,291.28	From Reallocated/Complete
Northgate Terrace	**Sub-Total**			**0**	**10,291**	**10,291**	**10,291.28**	
TN003000012	Admin Fees-CF	1408	N/A	0	10,291	10,291	10,291.28	From Reallocated/Complete
North Ridge Crossing	Debt Service	1501	N/A	681,793		681,793	0.00	No Payment to date
	Subtotal			**681,793**	**692,084**	**692,084**	**10,291.28**	
TN003000013	Admin Fees-CF	1408	N/A	0	12,864	12,864	12,864.10	From Reallocated/Complete
Montgomery Village	Renovate apartments (includes overhead & contingency)	1460	194	2,269,138	2,584,541	2,584,541	0.00	In Progress
	Construction management fee	1430	N/A	150,103	150,103	150,103	0.00	In Progress
	A&E Fees (unit renovation)	1430	N/A	315,403	0	0	0.00	Deleted this Phase
	Project Management Fee	1430	N/A	106,718	106,718	106,718	0.00	In Progress
	Subtotal			**2,841,362**	**2,854,226**	**2,854,226**	**12,864.10**	
TN003000018	Admin Fees-CF	1408	N/A	0	9,005	9,005	9,004.87	From Reallocated/Complete
Isabella Towers	**Sub-Total**			**0**	**9,005**	**9,005**	**9,004.87**	
TN003000023	Admin Fees-CF	1408	N/A	0	1,286	1,286	1,286.41	From Reallocated/Complete
Passport Residences	**Sub-Total**			**0**	**1,286**	**1,286**	**1,286.41**	
TN003000025	Admin Fees-CF	1408	N/A	0	6,432	6,432	6,432.05	From Reallocated/Complete
The Vista	**Sub-Total**			**0**	**6,432**	**6,432**	**6,432.05**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000028	Admin Fees-CF	1408	N/A	0	1,286	1,286	1,286.41	From Reallocated/Complete
The Verandas	**Sub-Total**			**0**	**1,286**	**1,286**	**1,286.41**	
TN003000030	Admin Fees-CF	1408	N/A	0	1,286	1,286	1,286.41	From Reallocated/Complete
Valley Oaks	**Sub-Total**			**0**	**1,286**	**1,286**	**1,286.41**	
TN003000031	Admin Fees-CF for 3-31	1408	N/A	0	3,859	3,859	3,859.23	From Reallocated/Complete
Virginia Walker	Admin Fees-CF for 3-32	1408	N/A	0	3,859	3,859	3,859.23	From Reallocated/Complete
	Energy Audit Fees	1430	N/A	20,000		0	0.00	No work started
	Construction Management Fees	1430	N/A	12,240		0	0.00	No work started
	Renovate apartments (includes overhead & contingency)	1460	50	408,000		0	0.00	No work started
	Sub-Total			**440,240**	**447,958**	**7,718**	**7,718.46**	
TN003000098	Admin Fees-CF	1408	N/A	0	1,286	1,286	1,286.41	From Reallocated/Complete
Lee Williams Add	**Sub-Total**			**0**	**1,286**	**1,286**	**1,286.41**	
Agency Wide	KCDC Management Fee	1410	N/A	128,641	0	0	0.00	Reallocated
	Sub-Total			**128,641**	**0**	**0**	**0.00**	
	GRAND			**5,660,496**	**5,660,496**	**5,220,256**	**193,709.47**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2]

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350110 1st Increment	**FFY of Grant: FFY2010** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	276,743	276,743	0	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	276,743	276,743	0	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350110 1st Increment	**Federal FFY of Grant:** **FFY2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Replacement Housing	1499		276,743		0	0.00	
	Sub-Total			**276,743**	**276,743**	**0**	**0.00**	
	GRAND TOTAL			**276,743**	**276,743**	**0**	**0.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350210 2nd Increment	**FFY of Grant: FFY2010** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	167,982	167,982	0	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	167,982	167,892	0	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350210 2nd Increment	**Federal FFY of Grant: FFY2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Replacement Housing	1499		167,982		0	0.00	
	Sub-Total			**167,982**	**167,982**	**0**	**0.00**	
	GRAND TOTAL			**167,982**	**167,982**	**0**	**0.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350109 Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: FFY2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	255,036	255,036	255,036	255,036.00
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	106,781	114,682	114,682	114,682.23
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	40,000	53,993	53,993	32,143.13
10	1460 Dwelling Structures	3,154,854	3,241,739	3,241,739	2,010,893.90
11	1465.1 Dwelling Equipment—Nonexpendable	0	33,096	33,096	33,096.00
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	120,500	0	0	0.00
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	40,275	18,900	18,900	0.00
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	1,710,483	1,710,483	1,710,483	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	5,427,929	5,427,929	5,427,929	2,445,851.26
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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4 RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000001	Replace Water Lines	1450	114 Bldgs	0	7,128	7,128	7,127.67	Complete
Western Heights	Demolition Costs	1485	242 Units	0	0	0	0.00	Deleted/Reallocated
	Relocation	1495.1	130 Units	0	0	0	0.00	Deleted/Reallocated
	Landscaping	1450	N/A	0	6,841	6,841	6,841.26	Complete
	Sub-Total			**0**	**13,969**	**13,969**	**13,968.93**	
TN003000005	Debt Service	1501	N/A	1,026,290		1,026,290	0	No payment to date
Lonsdale Homes	Siding Repairs	1460	N/A	0	39,500	39,500	39,500.00	Fungibility/Complete
	Sub-Total			**1,026,290**	**1,065,790**	**1,065,790**	**39,500.00**	
TN003000006	Remove/Rewire/Replace Water Heaters	1465.1	129	0		0	0	Deleted/Reallocated
Austin Homes								
	Sub-Total			**0**	**0**	**0**	**0**	
TN003000007	Upgrade Elevators to State Code	1460	4	205,000	383,338	383,338	383,338.00	Complete
Love Towers	Replace Section of Cast Iron Drain Pipe	1460	N/A	25,000	22,677	22,677	17,391.78	In Progress
	Sub-Total			**230,000**	**406,015**	**406,015**	**400,729.78**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000008	A&E Fees for Redesign/Demo Plan	1430	N/A	0		0	0.00	Deleted/Reallocated
Taylor Homes	Replace Dumpsters	1475	6	0		0	0.00	Deleted/Reallocated
	Subtotal			**0**	**0**	**0**	**0.00**	
TN003000009	A&E Fees for Redesign & Demo Plan	1430	N/A	0		0	0.00	Deleted/Reallocated
Lee Williams	Relocation	1495.1	30	0		0	0.00	Deleted/Reallocated
	Replace Dumpsters	1475	6	0		0	0.00	Deleted/Reallocated
	Subtotal			**0**	**0**	**0**	**0.00**	
TN003000010	Upgrade Cable Wiring	1460	2 Bldgs	0		0	0.00	Deleted/Reallocated
Cagle Terrace	Upgrade Elevators to State Code (C)	1460	2	0		0	0.00	Deleted/Reallocated
	Subtotal			**0**	**0**	**0**	**0.00**	
TN003000011	Upgrade Cable Wiring	1460	1 Bldg	0		0	0.00	Deleted/Reallocated
Northgate Terrace	Upgrade Elevators to State Code	1460	3	204,000	285,760	285,760	220,638.00	In Progress
	Subtotal			**204,000**	**285,760**	**285,760**	**220,638.00**	
TN003000012	Debt Service	1501	N/A	684,193		684,193	0.00	No Payment to date
North Ridge Crossing	**Subtotal**			**684,193**	**684,193**	**684,193**	**0.00**	

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000013	Demolition Costs	1485	60 Units	0		0	0.00	Deleted/Reallocated
Montgomery Village	Relocation	1495.1	63	18,900		18,900	0.00	No work to date
	Landscaping	1450	N/A	40,000		40,000	18,150.00	In Progress
	Hazardous materials removal/disposal	1485	72 Units	120,500	0	0	0.00	Delete/Reallocate
	Renovation/Remodel Units	1460	N/A	1,274,161	1,129,319	1,129,319	0.00	In Progress
	Subtotal			**1,453,561**	**1,188,219**	**1,188,219**	**18,150.00**	
TN003000018	Remove Inoperable Call Aide System	1460	236 Units	80,000	2,954	2,954	2,954.20	Complete/Reallocated
Isabella Towers	Upgrade Elevators to State Code (C)	1460	2	200,360	190,508	190,508	159,389.00	In Progress
	Replace Storm Sewer	1450	N/A	0		0	0.00	Deleted/Reallocated
	Subtotal			**280,360**	**193,462**	**193,462**	**162,343.20**	
TN003000023	Stabilize building foundation	1460	1 Bldg	18,477		18,477	18,476.92	Complete
Passport Residences								
	Subtotal			**18,477**	**18,477**	**18,477**	**18,476.92**	
TN003000030	Renovate Units	1460	30 Units	1,147,856	1,169,206	1,169,206	1,169,206.00	Complete
Valley Oaks	Relocation	1495.1	48	21,375	0	0	0.00	Delete/Reallocate
	A & E Fees	1430	N/A	106,781	114,682	114,682	114,682.23	Complete
	Stormwater Improvements	1450	N/A	0	24	24	24.20	Addition/Complete
	Ranges/Refrigerators	1465	48	0	33,096	33,096	33,096.00	Addition/Complete
	Subtotal			**1,276,012**	**1,317,008**	**1,317,008**	**1,317,008.43**	

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency-Wide	Management Fee	1410	N/A	255,036		255,036	255,036.00	Complete
	Subtotal			**255,036**	**255,036**	**255,036**	**255,036.00**	
	GRAND TOTAL			**5,427,929**	**5,427,929**	**5,427,929**	**2,445,851.26**	

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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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350109 1st Increment	**FFY of Grant: FFY2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	280,542	280,542	280,542	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	280,542	280,542	280,542	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350109 1st Increment	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8/9	Replacement Housing	1499		280,542		280,542	0.00	
Taylor/Williams								
	Sub-Total			**280,542**	**280,542**	**280,542**	**0.00**	
	GRAND TOTAL			**280,542**	**280,542**	**280,542**	**0.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350209 2nd Increment	**FFY of Grant: FFY2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	145,815	145,815	145,815	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	145,815	145,815	145,815	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350209 2nd Increment	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8/9	Replacement Housing	1499		145,815		145,815	0.00	In Progress
Taylor/Williams								
	Sub-Total			**145,815**	**145,815**	**145,815**	**0.00**	
	GRAND TOTAL			**145,815**	**145,815**	**145,815**	**0.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350409 Additional Funding	**FFY of Grant: FFY2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	88,177	88,177	0	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	88,177	88,177	0	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350409 Additional Funding	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Replacement Housing	1499		88,177		0	0.00	
	Sub-Total			**88,177**	**88,177**	**0**	**0.00**	
	GRAND TOTAL			**88,177**	**88,177**	**0**	**0.00**	

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant: FFY2009
Knoxville's Community Development Corporation	Replacement Housing Factor Grant No: Capital Fund Program Grant No:TN37S00350109ARRA Date of CFFP:	**FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	27,000	27,000	27,000	27,000.00
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	689,092	1,038,656	1,038,656	965,671.65
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	986,458	251,915	251,915	241,960.05
10	1460 Dwelling Structures	5,429,382	5,798,048	5,798,048	3,801,989.06
11	1465.1 Dwelling Equipment—Nonexpendable	166,400	166,400	166,400	166,400.00
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	243,000	259,313	259,313	259,401.66
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	7,541,332	7,541,332	7,541,332	5,462,422.42
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	1,736,065	1,000,213	1,000,213	990,258.03

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Alvin J. Nance	**03/31/2011**		

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Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37S00350109ARRA CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000001	Replace Roofing	1460	103 Bldgs	618,934		618,934	618,933.90	Complete
Western Heights	A&E Fees	1430	N/A	0		0	0.00	Deleted/Reallocated
	Sub-Total			**618,934**	**618,934**	**618,934**	**618,933.90**	
TN003000005	Replace Roofs on Mechanicsville Bldgs	1460	16 Bldgs	64,408		64,408	64,408.00	Complete
Lonsdale Homes	Replace Vinyl Siding Mechanicsville Bldgs	1460	16 Bldgs	75,600	65,129	65,129	65,129.31	Complete
	Sub-Total			**140,008**	**129,537**	**129,537**	**129,537.31**	
TN003000006	Remove/Rewire/Replace Water Heaters	1465.1	129	166,400		166,400	166,400.00	Complete
Austin Homes								
	Sub-Total			**166,400**	**166,400**	**166,400**	**166,400.00**	
TN003000007	Replace Roof on A & B Buildings	1460	2 Bldgs	252,933	255,954	255,954	255,954.27	Complete
Love Towers								
	Sub-Total			**252,933**	**255,954**	**255,954**	**255,954.27**	
TN003000009	A & E Fees & Cost	1430	N/A	0		0	0.00	Deleted/Reallocated
Lee Williams								
	Sub-Total			**0**	**0**	**0**	**0.00**	

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[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37S00350109ARRA CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000010	Upgrade Elevators to State Code (C)	1460	2 Bldgs	236,856	240,064	240,064	240,063.73	Complete
Cagle Terrace	Replace Exterior Windows	1460	2 Bldgs	601,800	602,300	602,300	602,300.00	Complete
	Upgrade Cable Wiring	1460	2	115,156		115,156	115,155.90	Complete
	Subtotal			**953,812**	**957,520**	**957,520**	**957,519.63**	
TN003000011	Replace Roofing	1460	1 Bldg	147,807	145,998	145,998	145,997.98	Complete
Northgate Terrace	Upgrade Cable Wiring	1460	1Bldg	120,031		120,031	120,030.95	Complete
	Subtotal			**267,838**	**266,029**	**266,029**	**266,028.93**	
TN003000012	Replace Roofing	1460	100 Bldgs	664,620		664,620	664,620.35	Complete
North Ridge Crossing								
aka Christenberry Hgts	**Subtotal**			**664,620**	**664,620**	**664,620**	**664,620.35**	
TN003000013	Replace Roofing	1460	66 Bldgs	509,777		509,777	509,776.75	Complete
Montgomery Village	Replace Guttering	1460	66 Bldgs	91,867		91,867	91,866.50	Complete
	Replace Domestic Water lines from meter to dwellings	1450	N/A	986,458	251,915	251,915	241,960.05	In Progress
	A&E Fees (Redesign 384 Units)	1430	N/A	609,092	1,038,656	1,038,656	965,671.65	In Progress
	Demo Buildings	1485	13 Bldgs	243,000	259,313	259,313	259,401.66	Complete
	Renovation/Remodel Units	1460	194 Units	1,719,264	2,105,539	2,105,539	109,480.04	In Progress
	Subtotal			**4,159,458**	**4,257,067**	**4,257,067**	**2,178,156.65**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37S00350109ARRA CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000022	Replace Carpet w/Vinyl	1460	11 Units	29,680	26,017	26,017	26,017.44	Complete
Passport Homes	Paint Exterior of Buildings	1460	3 Bldgs	5,811	5,811	5,811	5,811.25	Complete
	Subtotal			**35,491**	**31,828**	**31,828**	**31,828.69**	
TN003000023	Replace Carpet w/Vinyl	1460	50 Units	136,338	138,913	138,913	138,912.44	Complete
Passport Residences	Paint Exterior of Buildings	1460	25 Bldgs	38,500	27,530	27,530	27,530.25	Complete
	Subtotal			**174,838**	**166,443**	**166,443**	**166,442.69**	
Agency-Wide	Management Fee	1410	N/A	27,000		27,000	27,000.00	Complete
	Fees&Costs: Construction Administrator	1430	1	80,000	0	0	0.00	Delete/Reallocate
	Subtotal			**107,000**	**27,000**	**27,000**	**27,000.00**	
	GRAND TOTAL			**7,541,332**	**7,541,332**	**7,541,332**	**5,462,422.42**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part I: Summary

PHA Name:	Grant Type and Number		FFY of Grant: FFY2009
Knoxville's Community Development Corporation	Capital Fund Program Grant No:TN00300000909F Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21) [3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	213,709	213,709	35,543.94
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	1,422,139	1,561,253	1,561,253	1,294,641.60
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	422,000	525,705	525,705	482,816.00
10	1460 Dwelling Structures	4,570,861	3,974,771	3,974,771	686,560.90
11	1465.1 Dwelling Equipment—Nonexpendable	85,000	59,641	59,641	0.00
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	164,921	164,921	117,725.00
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	6,500,000	6,500,000	6,500,000	2,617,287.44
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Alvin J. Nance	**03/31/2011**		

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN00300000909F CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN003000009	A&E Fees	1430	N/A	762,416	1,244,074	1,244,074	1,014,119.45	In Progress
Lee Williams/Eastport	Environmental Assessment/Testing/Cleanup	1430	N/A	55,000	17,088	17,088	17,088.00	Complete/Reallocate
	Interest, Construction & Bridge Loan(s)	1430	N/A	210,000	2,000	2,000	0.00	No work to date
	Contingency-Project Admin	1430	N/A	394,723	298,091	298,091	263,434.15	In Progress
	Site Improvement	1450	N/A	422,000	525,705	525,705	482,816.00	In Progress
	Rehab Cost	1460	25 Units	796,488	0	0	0.00	Combined w/New Construction
	New Construction	1460	60 Units	3,774,373	3,974,771	3,974,771	686,560.90	In Progress
	Fixtures and Furnishing	1465	N/A	85,000	59,641	59,641	0.00	No work to date
	Demolition	1485	N/A	0	164,921	164,921	117,725.00	In Progress
	Non Tech Salaries/Benefits	1410	N/A	0	213,709	213,709	35,543.94	Addition/In Progress
	Sub-Total			**6,500,000**	**6,500,000**	**6,500,000**	**2,617,287.44**	
	GRAND TOTAL			**6,500,000**	**6,500,000**	**6,500,000**	**2,617,287.44**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part I: Summary

PHA Name:	Grant Type and Number		FFY of Grant: FFY2008
Knoxville's Community Development Corporation	Capital Fund Program Grant No: TN37P00350108 Date of CFFP:	Replacement Housing Factor Grant No:	FFY of Grant Approval:

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21) [3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	280,730	280,730	280,730	280,730.07
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	48,478	41,527	41,527	41,527.21
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	293,645	293,645	293,645	293,643.75
10	1460 Dwelling Structures	2,674,756	2,676,390	2,676,390	2,096,024.68
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	430,058	430,058	430,058	374,305.60
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	4,840	10,157	10,157	10,157.14
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	14,303	14,303	14,303	4,600.00
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	1,708,483	1,708,483	1,708,483	0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	5,455,293	5,455,293	5,455,293	3,100,988.45
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Alvin J. Nance	**03/31/2011**		

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350108 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-1 & 3-4	Roofing (C)	1460	156 bldgs	0		0	0.00	Delete/Reallocated
Western Heights	Paint Exteriors (C)	1460	93 bldgs	59,900		59,900	59,900.00	Complete
	Replace Water Lines	1450	N/A	71,009		71,009	71,008.14	Complete
	Remodel Units (FA)	1460	50 units	0		0	0.00	Delete/Reallocated
	A& E Fees for Demo	1430	242 units	748		748	748.09	Complete
	Relocation	1495.1	50 units	0		0	0.00	Delete/Reallocated
	Sub-Total			**131,657**	**131,657**	**131,657**	**131,656.23**	
TN 3-3	Demo Maintenance Shop (C)	1485	1 bldg	4,840		4,840	4,840.00	Complete
Austin Homes	Landscape Demolition Area (FA)	1450	N/A	0		0	0.00	Deleted
	Sub-Total			**4,840**	**4,840**	**4,840**	**4,840.00**	
TN3-5/21/26/27	Debt Service	1501	N/A	1,025,090		1,025,090	0.00	No payment to date
Lonsdale Homes	Roofing Mechanicsville Homes (C)	1460	8 Bldgs	0		0	0.00	Deleted/Reallocated
	3-21 Foundation Piers Center Support (FA)	1460	16 Bldgs	37,575		37,575	37,575.00	Complete
	A & E Fees for Demo	1430	N/A	705		705	704.71	Complete
	A & E Fees Construction Fees	1430	N/A	20,543		20,543	20,543.41	Complete
	Upgrade Outside lighting	1450	N/A	19,462		19,462	19,462.34	Complete
	Sub-Total			**1,103,375**	**1,103,375**	**1,103,375**	**78,285.46**	
TN 3-7	Roof A & B buildings (C)	1460	2 bldgs	0		0	0.00	Deleted/Reallocated
Love Towers	Upgrade Cable Wiring (C)	1460	2 bldgs	151,014		151,014	151,014.30	Complete
	Roof Main Office Building (C)	1470	1 bldg	48,228		48,228	0.00	In Progress
	HVAC Main Office Building (C)	1470	N/A	12,000		12,000	4,476.00	In Progress
1	**Sub-Total**			**211,242**	**211,242**	**211,242**	**155,490.30**	

To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350108 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8	A&E Fees Redesign/Demo Plan	1430	N/A	950		950	950.00	Complete
Taylor Homes	Landscaping (C)	1450	N/A	0		0	0.00	Deleted/Reallocated
	Demolition (C)	1485	15 Bldgs	0		0	0.00	Deleted/Reallocated
	Relocation	1495.1	N/A	0		0	0.00	Deleted/Reallocated
	Subtotal			**950**	**950**	**950**	**950.00**	
TN 3-9	A&E Fees Redesign/Demo Plan	1430	N/A	950		950	950.00	Complete
Lee Williams	Landscaping (C)	1450	N/A	0		0	0.00	Deleted/Reallocated
	Demolition (C)	1485	15 Bldgs	0		0	0.00	Deleted/Reallocated
	Relocation	1495.1	N/A	2,200		2,200	2,200.00	Complete
	Subtotal			**3,150**	**3,150**	**3,150**	**3,150.00**	
TN 3-10	Seal Bldg Exterior &Caulk Windows(C)	1460	2 Bldgs	123,307		123,307	123,307.00	Complete
Cagle Terrace	Emergency Repair to Elevators (C)	1460	2 Bldgs	86,693		86,693	86,692.85	Complete
	Upgrade Elevators to State Code (C)	1460	2 Bldgs	4,800		4,800	4,800.00	Complete
	Subtotal			**214,800**	**214,800**	**214,800**	**214,799.85**	
TN 3-11	Roofing (C)	1460	1 Bldg	0		0	0.00	Deleted/Reallocated
Northgate Terrace								
	Subtotal			**0**	**0**	**0**	**0.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350108 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-12	Roofing (C)	1460	100 Bldgs	0		0	0	Deleted/Reallocated
North Ridge Crossing	Collateralization of Debt Service	1501	N/A	683,393		683,393	0.00	No payment to date
	General Conditions	1430	N/A	17,531		17,531	17,531.00	Complete
	Sidewalks/Driveways	1450	N/A	100,166		100,166	100,166.07	Complete
	Redesign Units	1460	N/A	1,232,963		1,232,963	1,232,963.04	Complete
	Non-Dwelling space	1470	N/A	249,917		249,917	249,916.63	Complete
	Subtotal			**2,283,970**	**2,283,970**	**2,283,970**	**1,600,576.74**	
TN 3-13	A&E Fees for Demo (C)	1430	62 Units	7,051	100	100	100.00	Complete/Reallocated
Montgomery Village	Roofing (C)	1460	78 Bldgs	0		0	0.00	Deleted/Reallocated
	Guttering (C)	1460	78 Bldgs	0		0	0.00	Deleted/Reallocated
	Demo Burned Out Building (C)	1485	1 Bldg	0	5,317	5,317	5,317.14	Addition/Complete
	Relocation	1495.1	48 Units	12,103		12,103	2,400.00	In Progress
	Landscaping	1450	N/A	170		170	169.50	Complete
	Replace Water Lines	1450	NA	102,838		102,838	102,837.70	Complete
	Renovate Units	1460	NA	745,876	747,510	747,510	167,144.40	In Progress
	Subtotal			**868,038**	**868,038**	**868,038**	**277,968.74**	
TN 3-25	Construct Maintenance Bldg (C)	1470	1 Bldg	119,913		119,913	119,912.97	Complete
The Vista								
	Subtotal			**119,913**	**119,913**	**119,913**	**119,912.97**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350108 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-30	Renovations (C)	1460	2 Bldgs	232,628		232,628	232,628.09	Complete
Valley Oaks Apts								
	Subtotal			**232,628**	**232,628**	**232,628**	**232,628.09**	
Agency-Wide	Management Fee	1410	N/A	263,125		263,125	263,125.00	Complete
	Construction Admin(1) & Supervisor(3)	1410	4	13,215		13,215	13,214.96	Complete
	Fringe Benefits	1410	4	4,390		4,390	4,390.11	Complete
	Subtotal			**280,730**	**280,730**	**280,730**	**280,730.07**	
	GRAND TOTAL			**5,455,293**	**5,455,293**	**5,455,293**	**3,100,988.45**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350108 1st Increment	**FFY of Grant: FFY2008** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	400,400	400,400	400,400	384,655.75
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	400,400	400,400	400,400	384,655.75
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director Alvin J. Nance	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350108 1st Increment	**Federal FFY of Grant:** **FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8/9	Replacement Housing	1499		400,400		400,400	384,655.75	In Progress
Taylor/Williams								
	Sub-Total			**400,400**	**400,400**	**400,400**	**384,655.75**	
	GRAND TOTAL			**400,400**	**400,400**	**400,400**	**384,655.75**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350208 2nd Increment	**FFY of Grant: FFY2008** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	102,055	102,055	102,055	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	102,055	102,055	102,055	0.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350208 2nd Increment	**Federal FFY of Grant: FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8/9	Replacement Housing	1499		102,055		102,055	0.00	In Progress
Taylor/Williams								
	Sub-Total			**102,055**	**102,055**	**102,055**	**0.00**	
	GRAND TOTAL			**102,055**	**102,055**	**102,055**	**0.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: FFY2007** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: Report 12/31/2010** ☐ **Final Performance and Evaluation**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds	0	0	0	0.00
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0.00
3	1408 Management Improvements	80,182	60,117	60,117	45,171.35
4	1410 Administration (may not exceed 10% of line 21)	112,219	152,341	152,341	112,218.72
5	1411 Audit	0	0	0	0.00
6	1415 Liquidated Damages	0	0	0	0.00
7	1430 Fees and Costs	245,388	248,892	248,892	248,892.03
8	1440 Site Acquisition	0	0	0	0.00
9	1450 Site Improvement	426,245	426,245	426,245	426,244.90
10	1460 Dwelling Structures	2,291,271	2,291,271	2,291,271	2,291,271.02
11	1465.1 Dwelling Equipment—Nonexpendable	10,408	10,408	10,408	10,408.00
12	1470 Non-dwelling Structures	145,289	145,289	145,289	145,289.00
13	1475 Non-dwelling Equipment	25,266	1,705	1,705	1,705.68
14	1485 Demolition	45,771	45,771	45,771	45,771.00
15	1492 Moving to Work Demonstration	0	0	0	0.00
16	1495.1 Relocation Costs	629	629	629	629.19
17	1499 Development Activities [4]	0	0	0	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	1,712,758	1,712,758	1,712,758	1,331,747.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	5,095,426	5,095,426	5,095,426	4,659,347.89
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	60,631	33,717	33,717	18,770.78
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-1 & 3-4	Computer Software	1408	N/A	3,065	4,217	4,217	4,217.15	Complete
Western Heights	Computer Hardware	1475	N/A	100	0	0	0.00	Delete
	Repair sagging roofs (C), (FA)	1460	8 Bldgs	30,675		30,675	30,675.03	Complete
	Sub-Total			**33,840**	**34,892**	**34,892**	**34,892.18**	
TN3-5/21/26/27	Computer Software	1408	N/A	1,427	1,964	1,964	1,963.81	Complete
Lonsdale Homes	Computer Hardware	1475	N/A	863	143	143	143.44	Complete
	Redesign units/construction (C), (FA)	1460	N/A	670,664		670,664	670,664.00	Complete
	Construction Supervision/General Conditions	1430	N/A	94,284	97,788	97,788	97,787.68	Complete
	Excavating, Landscaping, Sidewalks	1450	N/A	217,924		217,924	217,924.00	Complete
	Dishwashers	1465	N/A	3,400		3,400	3,400.00	Complete
	Remodel Non-Dwelling Space	1470	N/A	133,564		133,564	133,564.00	Complete
	Exterior Demolition/Site	1485	N/A	45,771		45,771	45,771.00	Complete
	Debt Service	1501	N/A	1,025,295		1,025,295	799,048.20	Pymt due 1/1/2011
	Sub-Total			**2,193,192**	**2,196,513**	**2,196,513**	**1,970,266.13**	
TN 3-6	Computer Software	1408	N/A	753	1,041	1,041	1,041.38	Complete
Austin Addition	Computer Hardware	1475	N/A	1,100	81	81	80.96	Complete
	Sub-Total			**1,853**	**1,122**	**1,122**	**1,122.34**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-7	Computer Software	1408	N/A	1,529	2,114	2,114	2,114.22	Complete
Love Towers	Computer Hardware	1475	N/A	2,200	160	160	160.33	Complete
	Subtotal			**3,729**	**2,274**	**2,274**	**2,274.55**	
TN 3-8	Computer Software	1408	N/A	1,363	1,881	1,881	1,880.86	Complete
Taylor Homes	Computer Hardware	1475	N/A	2,000	144	144	143.92	Complete
	Subtotal			**3,363**	**2,025**	**2,025**	**2,024.78**	
TN 3-9	Computer Software	1408	N/A	1,583	2,182	2,182	2,182.39	Complete
Lee Williams	Computer Hardware	1475	N/A	2,400	169	169	168.94	Complete
	Subtotal			**3,983**	**2,351**	**2,351**	**2,351.33**	
TN 3-10	Computer Software	1408	N/A	2,024	2,237	2,237	2,236.98	Complete
Cagle Terrace	Computer Hardware	1475	N/A	2,400	175	175	175.26	Complete
	Subtotal			**4,424**	**2,412**	**2,412**	**2,412.24**	
TN 3-11	Computer Software	1408	N/A	1,614	2,228	2,228	2,227.73	Complete
Northgate Terrace	Computer Hardware	1475	N/A	2,700	174	174	173.96	Complete
	Subtotal			**4,314**	**2,402**	**2,402**	**2,401.69**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-12	Computer Software	1408	N/A	1,255	1,716	1,716	1,716.22	Complete
Christenberry Hgts	Computer Hardware	1475	N/A	2,900	129	129	129.17	Complete
	Redesign Units (FA)	1460	N/A	1,589,932		1,589,932	1,589,931.99	Complete
	Debt Service	1501	N/A	687,463		687,463	532,698.80	Pymt scheduled 1/1/2011
	Construction Supervision	1410	N/A	22,374		22,374	22,373.99	Complete
	Construction Management	1410	N/A	12,768		12,768	12,768.00	Complete
	Fringe Benefits for Supervisors	1410	N/A	4,649		4,649	4,648.73	Complete
	General Conditions	1430	N/A	151,104		151,104	151,104.35	Complete
	Excavating, Landscaping, Sidewalks	1450	N/A	208,321		208,321	208,320.90	Complete
	Ranges & Refrigerators	1465	N/A	7,008		7,008	7008.00	Complete
	Relocation	1495	N/A	629		629	629.19	Complete
	Subtotal			**2,688,403**	**2,686,093**	**2,686,093**	**2,531,329.34**	
TN 3-13/14	Computer Software	1408	N/A	1,872	2,571	2,571	2,570.96	Complete
Montgomery Village	Computer Hardware	1475	N/A	4,000	213	213	213.25	Complete
	Subtotal			**5,872**	**2,784**	**2,784**	**2,784.21**	
TN 3-18	Computer Software	1408	N/A	1,405	1,935	1,935	1,935.40	Complete
Isabella Towers	Computer Hardware	1475	N/A	2,100	152	152	151.89	Complete
	Subtotal			**3,505**	**2,087**	**2,087**	**2,087.29**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-22	Computer Software	1408	N/A	38	51	51	51.34	Complete
Passport Homes	Computer Hardware	1475	N/A	100	6	6	5.60	Complete
	Subtotal			**138**	**57**	**57**	**56.94**	
TN 3-23	Computer Software	1408	N/A	325	458	458	457.61	Complete
Passport Residences	Computer Hardware	1475	N/A	450	26	26	26.08	Complete
	Subtotal			**775**	**484**	**484**	**483.69**	
TN 3-25	Computer Software	1408	N/A	1,082	1,502	1,502	1,501.87	Complete
The Vista	Computer Hardware	1475	N/A	1,575	112	112	111.81	Complete
	Non-Dwelling/Garage	1470		11,725		11,725	11,725.00	Complete
	Subtotal			**14,382**	**13,339**	**13,339**	**13,338.68**	
TN 3-28	Computer Software	1408	N/A	216	303	303	302.65	Complete
The Verandas	Computer Hardware	1475	N/A	378	21	21	21.07	Complete
	Subtotal			**594**	**324**	**324**	**323.72**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency-Wide	Management Fee	1410	N/A	72,428	112,550	112,550	72,428.00	In Progress
	Applicant Screening/Retention	1408	N/A	60,631	33,717	33,717	18,770.78	In Progress
	Subtotal			**133,059**	**146,267**	**146,267**	**91,198.78**	
	GRAND TOTAL			**5,095,426**	**5,095,426**	**5,095,426**	**4,659,347.89**	

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

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

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: TN37R00350207 2nd Increment	**FFY of Grant: FFY2007** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☒ **Final Performance and Evaluation Report 12/31/2010**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds	0	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	0	0	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	245,722	245,722	245,722	245,722.00
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	245,722	245,722	245,722	245,722.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director Alvin J. Nance	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: TN37R00350207 2nd Increment	**Federal FFY of Grant:** **FFY2007**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN 3-8/9	Replacement Housing	1499		245,722		245,722	245,722.00	Complete
Taylor/illiams								
	Sub-Total			**245,722**	**245,722**	**245,722**	**245,722.00**	
	GRAND TOTAL			**245,722**	**245,722**	**245,722**	**245,722.00**	

Part I: Summary

PHA Name:	Grant Type and Number		FFY of Grant: FFY2006
Knoxville's Community Development Corporation	Capital Fund Program Grant No: TN37P00350106 Date of CFFP:	Replacement Housing Factor Grant No:	FFY of Grant Approval:

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☒ **Final Performance and Evaluation Report 12/31/2010**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds	0	0	0	0.00
2	1406 Operations (may not exceed 20% of line 21) [3]	0	0	0	0.00
3	1408 Management Improvements	467,337	490,617	490,617	490,616.92
4	1410 Administration (may not exceed 10% of line 21)	382,703	382,703	382,703	382,703.00
5	1411 Audit	0	0	0	0.00
6	1415 Liquidated Damages	0	0	0	0.00
7	1430 Fees and Costs	341,456	341,456	341,456	341,456.27
8	1440 Site Acquisition	0	0	0	0.00
9	1450 Site Improvement	324,722	324,722	324,722	324,722.54
10	1460 Dwelling Structures	2,045,239	2,045,240	2,045,240	2,045,239.27
11	1465.1 Dwelling Equipment—Nonexpendable	115	115	115	115.00
12	1470 Non-dwelling Structures	0	0	0	0.00
13	1475 Non-dwelling Equipment	145,000	121,719	121,719	121,719.00
14	1485 Demolition	23,000	23,000	23,000	23,000.00
15	1492 Moving to Work Demonstration	0	0	0	0.00
16	1495.1 Relocation Costs	0	0	0	0.00
17	1499 Development Activities [4]	0	0	0	0.00
18a	1501 Collateralization or Debt Service paid by the PHA	1,718,658	1,718,658	1,718,658	1,718,658.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0.00
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0.00
20	Amount of Annual Grant: (sum of lines 2 – 19)	5,448,230	5,448,230	5,448,230	5,448,230.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0.00
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0.00
23	Amount of line 20 Related to Security – Soft Costs	12,337	12,337	12,337	12,337.32
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0.00
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0.00

Signature of Executive Director		Signature of Public Housing Director	
Alvin J. Nance	**Date 03/31/2011**		**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2006**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN3-5/21/26/27	Remodel Units (C), (FA)	1460	50	554,104	554,105	554,105	554,104.56	Complete
Lonsdale Homes	A & E Fees Redesign Units (C)	1430	N/A	134,095		134,095	134,095.43	Complete
	Excavation, Landscaping, Sidewalks(FA)	1450	N/A	138,800		138,800	138,800.00	Complete
	Demolition	1485	N/A	23,000		23,000	23,000.00	Complete
	Debt Service	1501	N/A	1,031,195		1,031,195	1,031,195.00	Complete
	Sub-Total			**1,881,194**	**1,881,195**	**1,881,195**	**1,881,194.99**	
TN 3-12	Remodel Units (C), (FA)	1460	75	1,278,244		1,278,244	1,278,244.16	Complete
Christenberry Hgts	Excavation, Landscaping, Sidewalks(FA)	1450	N/A	185,922		185,922	185,922.54	Complete
	A & E Fees to Redesign Units (C)	1430	N/A	207,361		207,361	207,360.84	Complete
	Dishwashers	1465	1	115		115	115.00	Complete
	Debt Service	1501	N/A	687,463		687,463	687,463.00	Complete
	Sub-Total			**2,359,105**	**2,359,105**	**2,359,105**	**2,359,105.54**	
TN 3-25	Re-design units and remodel (C), (FA)	1460	25	212,891		212,891	212,890.55	Complete
The Vista								
	Sub-Total			**212,891**	**212,891**	**212,891**	**212,890.55**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P00350106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **FFY2006**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
Agency-Wide	Computer Software	1408	N/A	455,000	478,280	478,280	478,279.60	Complete
	Applicant Screening/Retention	1408	N/A	12,337		12,337	12,337.32	Complete
	Vacancy Reduction	1408	N/A	0		0	0.00	Delete/Reallocated
	Computer Hardware	1475	N/A	145,000	121,719	121,719	121,719.00	Complete
	Subtotal			**612,337**	**612,336**	**612,336**	**612,335.92**	
Non-Tech Salaries	Construction/Plumbing Supervisor	1410.2	3	234,695		234,695	234,694.37	Complete
	Construction Mgt	1410.2	3	56,481		56,481	56,481.29	Complete
	Fringe Benefits for Supervisors/Mgt	1410.9	6	91,527		91,527	91,527.34	Complete
	Subtotal			**382,703**	**382,703**	**382,703**	**382,703.00**	
	GRAND TOTAL			**5,448,230**	**5,448,230**	**5,448,230**	**5,448,230.00**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P11150109 Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: FFY2009** **FFY of Grant Approval: FFY2009**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☒ **Final Performance and Evaluation Report 12/31/2010**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds	0	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	271,078	271,078	271,078	271,078.00
3	1408 Management Improvements	0	0	0	0.00
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	0	0	0	0.00
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0.00
10	1460 Dwelling Structures	0	0	0	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0.00
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0		0	0
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	271,078	271,078	271,078	271,078.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P11150109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN111-001	Erosion Control	1450	Dev-wide	0		0	0.00	Deleted/Reallocated to Operations
Virginia Walker	Playground Equipment	1450	1	0		0	0.00	Deleted/Reallocated to Operations
	Convert Sliding Doors to Windows	1460	34 Units	0		0	0.00	Deleted/Reallocated to Operations
	Sub-Total			**0**	**0**	**0**	**0.00**	
TN111-002	Playground Equipment	1450	1	0		0	0.00	Deleted/Reallocated to Operations
Bakertown								
	Sub-Total			**0**	**0**	**0**	**0.00**	
PHA-WIDE	Operating Expense	1406	N/A	271,078		271,078	271,078.00	Complete
	File Quality Control Coordinator	1408	1	0		0	0.00	Deleted/Reallocated to Operations
	Income Verification Coordinator	1408	1	0		0	0.00	Deleted/Reallocated to Operations
	A & E Fees	1430	N/A	0		0	0.00	Deleted/Reallocated to Operations
	Management Fees	1430	N/A	0		0	0.00	Deleted/Reallocated to Operations
	Maintenance Vehicle	1475	1	0		0	0.00	Deleted/Reallocated to Operations
	Sub-Total			**271,078**	**271,078**	**271,078**	**271,078.00**	
	GRAND TOTAL			**271,078**	**271,078**	**271,078**	**271,078.00**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37S111501-09 ARRA Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: 2009** **FFY of Grant Approval: 2009**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 12/31/2010** ☐ **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	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	0	0	0	0
3	1408 Management Improvements	0	0	0	0
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	10,000	11,365	11,365	442.35
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	50,000	112,150	112,150	112,150.00
10	1460 Dwelling Structures	284,932	221,417	221,417	208,605.87
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0		0	0
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	344,932	344,932	344,932	321,198.22
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director Alvin J. Nance **Alvin J. Nance**	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

[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.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37S111501-09 ARRA CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN111-001	Erosion Control	1450	N/A	20,000	57,900	57,900	57,900.00	Complete
Virginia Walker Apts	Windows	1460	N/A	0		0	0.00	Deleted/Reallocated
	Roofing	1460	N/A	148,377	90,303	90,303	90,303.42	Complete
	Gutters	1460	N/A	0	17,745	17,745	17,744.75	Addition/Complete
	Sub-Total			**168,377**	**165,948**	**165,948**	**165,948.17**	
TN111-002	Erosion Control	1450	N/A	30,000	54,250	54,250	54,250.00	Complete
Bakertown Apts	Roofing	1460	N/A	136,555	100,558	100,558	100,557.70	Complete
	Gutters	1460	N/A	0	12,811	12,811	0.00	Addition/In Progress
	Sub-Total			**166,555**	**167,619**	**167,619**	**154,807.70**	
Agency-Wide	A & E Fees	1430	N/A	10,000	11,365	11,365	442.35	In Progress
	Management Fees	1430	N/A	0		0	0.00	Deleted/Reallocated
	Physical Needs Assessment	1430	N/A	0		0	0.00	Deleted/Reallocated
	Sub-Total			**10,000**	**11,365**	**11,365**	**442.35**	
	GRAND TOTAL			**344,932**	**344,932**	**344,932**	**321,198.22**	

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 No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name: Knoxville's Community Development Corporation	**Grant Type and Number** Capital Fund Program Grant No: TN37P11150108 Date of CFFP:	Replacement Housing Factor Grant No:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☒ **Final Performance and Evaluation Report 12/31/2010**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds	0	0	0	0
2	1406 Operations (may not exceed 20% of line 21)[3]	54,000	54,000	54,000	54,000.00
3	1408 Management Improvements	55,501	55,501	55,501	55,501.00
4	1410 Administration (may not exceed 10% of line 21)	0	0	0	0
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	20,000	20,000	20,000	20,000.00
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	40,000	40,000	40,000	40,000.00
10	1460 Dwelling Structures	20,000	20,000	20,000	20,000.00
11	1465.1 Dwelling Equipment—Nonexpendable	8,000	8,000	8,000	8,000.00
12	1470 Non-dwelling Structures	75,000	75,000	75,000	75,000.00
13	1475 Non-dwelling Equipment				
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities [4]	0	0	0	0
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 – 19)	272,501	272,501	272,501	272,501.00
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security – Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security – Hard Costs	0	0	0	0
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0

Signature of Executive Director Alvin J. Nance	**Date 03/31/2011**	**Signature of Public Housing Director**	**Date**

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[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: **Knoxville's Community Development Corporation**	**Grant Type and Number** Capital Fund Program Grant No: TN37P11150108 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: FFY2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
TN111-001	Erosion Control	1450	Dev-wide	20,000		20,000	20,000.00	Complete
Virginia Walker	Windows	1460	40 units	20,000		20,000	20,000.00	Complete
	Ranges/Refrigerators	1465.1	Dev-wide	4,000		4,000	4,000.00	Complete
	Sub-Total			**44,000**	**44,000**	**44,000**	**44,000.00**	
TN111-002	Erosion Control	1450	Dev-wide	20,000		20,000	20,000.00	Complete
Bakertown	Ranges/Refrigerators	1465.1	Dev-wide	4,000		4,000	4,000.00	Complete
	Sub-Total			**24,000**	**24,000**	**24,000**	**24,000**	
PHA-WIDE	Operating Expense	1406	N/A	54,000		54,000	54,000.00	Complete
	File Quality Control Coordinator	1408	1	10,000		10,000	10,000.00	Complete
	Income Verification Coordinator	1408	1	5,000		5,000	5,000.00	Complete
	Computer Upgrades	1408	1	40,501		40,501	40,501.00	Complete
	A & E Fees	1430	N/A	20,000		20,000	20,000.00	Complete
	Office Upgrades	1470	N/A	75,000		75,000	75,000.00	Complete
	Sub-Total			**204,501**	**204,501**	**204,501**	**204,501.00**	
	GRAND TOTAL			**272,501**	**272,501**	**272,501**	**272,501.00**	

CHANGES TO ACOP

1. Under Section 2.0 Taking Applications (page 2), added Five Point Duplexes.

2. Under Preferences for Premier Properties, Section 5.1.A (page 11), added two properties - Valley Oaks and Five Point Duplexes and changed name of Passport Homes to Passport (which includes Passport Homes and Passport Residences); instead of having separate preferences for Premier Properties and Premier Elderly Properties, the two were combined; removed preference for family with adult household member who is working a minimum of 30 hours per week; and added Homeless preference.

3. Under Preferences for Conventional Properties, Section 5.1.B (page 12), removed Valley Oaks Apartments. Also, preferences for Near Elderly were removed and preference for Homeless was added.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
(Tenant Selection and Assignment Plan)

FOR

PUBLIC HOUSING

ADOPTED MARCH 31, 2011

EFFECTIVE: JULY 1, 2011

EQUAL HOUSING OPPORTUNITY

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY
(TENANT SELECTION AND ASSIGNMENT PLAN)

This Admissions and Continued Occupancy Policy defines Knoxville's Community Development Corporation's (KCDC) policies for tenant selection and admissions to the Public Housing Program. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

1.0 NONDISCRIMINATION AND ACCESSIBILITY

- It is the policy of KCDC to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. KCDC will affirmatively further fair housing in the administration of its public housing program.

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

- Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of KCDC's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete and submit the following two forms: Reasonable Accommodation Request; and Certification of Status as an Individual with a Disability. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

All decisions granting or denying requests for a reasonable accommodation will be in writing.

KCDC will make every reasonable effort to provide handicapped accessible units to families with physically handicapped members requiring such units.

- KCDC will endeavor to have bilingual staff, or access to people who speak languages other than English, in order to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to the HA per client. The HA will refer to census data to determine the number or percentage of the population eligible to be serviced for each limited English proficiency (LEP) language group.

2.0 TAKING APPLICATIONS

Families wishing to apply for KCDC's Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at all **development sites.**

Austin Homes	**957 E. Hill Avenue, 37915**
Cagle Terrace	**515 Renford Road, 37919**
North Ridge Crossing	**712 Breda Drive, 37918**
Isabella Towers	**1515 Isabella Circle, 37915**
Lonsdale Homes	**2020 Minnesota Avenue, 37921**
Love Towers	**1171 Armstrong Avenue, 37917**
Mechanicsville	**2020 Minnesota Avenue, 37921**
Montgomery Village	**4530 Lewis Road, 37920**
Northgate Terrace	**4301 Whittle Springs Road, 37917**
The Vista	**957 E. Hill Avenue, 37915**
Walter P. Taylor Homes	**317 McConnell Street, 37915**
Dr. Lee Williams Complex (including Five Point Duplexes)	**317 McConnell Street, 37915**
Western Heights	**1621 Jourolmon Avenue, 37921**
Passport Homes/Residences	**2020 Minnesota Avenue, 37921**
The Verandas on Flenniken	**4530 Joe Lewis Road, 37920**
Valley Oaks Apartments	**712 Breda Drive, 37918**
Bakertown Apartments	**6331 Pleasant Ridge Road, 37921**
Virginia Walker Apartments	**6331 Pleasant Ridge Road, 37921**

Applications are taken to compile Site-based Waiting Lists for each development site. Due to the demand for housing in KCDC's jurisdiction, KCDC may take applications on an open enrollment basis, depending on the length of the waiting lists.

An application, signed by a responsible member of the family (preferably the head of household), will be obtained. The application record will contain all data and information necessary for KCDC to determine the family's eligibility, and documentation verifying income (earned and unearned) necessary to determine total and net family income. All verification essential to determine the family's total and net income and all other documentation relating to eligibility will be made a part of the applicant's record (see KCDC's Implementation Guide for verification procedures).

The application constitutes the basic record for each family applying for KCDC admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by KCDC as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the development assigned; (6) where applicable, the date of the offer, the date of the applicant's rejection of the offer, reason for the rejection, and identification of the development.

Persons with disabilities who require a reasonable accommodation in completing an application may call KCDC to make special arrangements. The Tennessee Relay Center (TRC) may be used by individuals who are deaf, hard of hearing or speech impaired by dialing 1-800-848-0298.

Upon receipt of the family's application, KCDC will make a determination of eligibility. The family will be notified in writing of the date and time of placement on the Site-based Waiting List(s), and the approximate wait before housing may be offered. If KCDC determines the family is ineligible, the notice will state the reasons and will offer the family the opportunity for an informal review of the determination.

The applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. KCDC will annotate the applicant's file and will update their place on the Site-based Waiting List(s). The changes will be confirmed with the family in writing.

A family may file an application for more than one of the KCDC housing programs without affecting their status on any of the waiting lists.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family; has an income within the income limits; meets citizenship/eligible immigrant criteria; discloses and provides documentation of Social Security numbers (where applicable); and signs consent authorization documents. In addition to the eligibility criteria, families must also meet suitability criteria in order to be admitted to public housing.

3.2 ELIGIBILITY CRITERIA

A. Family status.

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

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family** is a family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family** is a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family** is a family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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

6. A **remaining member of a tenant family** provided they meet all other eligibility requirements.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.

Admission of Full-time College Students: On June 15, 2005, HUD issued notice PIH 2005–16 (HA) regarding the admission of "full-time" college students to public and assisted housing. A full-time college student is defined as a person who is attending school or vocational training on a full-time basis.

College student applicants are *required to be of legal age or an emancipated minor and income eligible* to be considered for admission to housing programs. All income sources must be counted to determine *income eligibility* for housing. The student will also be screened for criminal record and previous housing history as per KCDC's admission policies. The following eligibility and verification standards have also been adopted for the admission of "full time" college students to KCDC assisted housing programs:

a. Each college student within a household must provide *written/signed certification* that the student does or does not anticipate receiving financial support from the student's parents(s) or guardian(s) and the amount of support. *This information must be verified by third party verification.*

b. The college student must have established a household separate from the parent(s) or guardian(s) for at least *one year* prior to applying for public housing. *Evidence of separate households must be verified by address information that predates the application by one year.*

c. The college student *must not be claimed as a dependent* by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return. *Student must provide a copy of his/her tax return (Form 1040EZ, 1040A, 1040) for prior year. The college*

student must supply any information KCDC or HUD determines is necessary to administer the program.

Section 224 of the Appropriations Act of 2005 establishes new income determination and admission requirements for post-secondary education students. The portion of any *athletic scholarship* assistance available for housing costs must be verified by the housing authority and included in the determination of family adjusted income.

B. Income eligibility

Admission to public housing will be limited to those families whose annual income does not exceed the applicable income limits mandated by the Department of Housing and Urban Development (HUD). Income Limits are made part of this Plan by reference.

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

2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of KCDC.

3. If KCDC acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

4. Income limit restrictions do not apply to families transferring within KCDC's Public Housing Program.

C. Citizenship/Eligibility Status: To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)). A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exceptions noted below.

1. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See section in KCDC's Implementation Guide on calculating rents under the noncitizen rule).

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

D. Social Security Number Disclosure/Documentation: To be eligible, each household member (including foster children and Live-in aides), regardless of age, with the exception of individuals who do not contend eligible immigration status, must disclose their complete and accurate Social Security Number (SSN) and provide acceptable documentation to verify such SSN. Age 6 threshold has been removed. If an individual

that is required to disclose SSN does not have a SSN, they must apply to SSA for a SSN using SSA form SS-5.

E. Signing Consent Forms: In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The consent form must contain, at a minimum, the following:

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

2. A provision authorizing HUD or KCDC to verify, with previous or current employers, income information pertinent to the family's eligibility for, or level of, assistance;

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

4. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

3.3 SUITABILITY CRITERIA

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. KCDC will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, KCDC employees, or other people residing in the immediate vicinity of the property. Applicants with violent criminal histories will be denied KCDC admission for three (3) years (typically unsupervised) provided they have no arrests and/or convictions during that period. Other listed criminal histories will be considered on a case-by-case basis, focusing on the seriousness and recentness of the criminal activity.

Applicants with drug-related criminal histories will be denied KCDC admission for at least three (3) years (typically unsupervised) provided they have no arrest and/or convictions during that period except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing development will be denied for life.

Any household member who has a lifetime registration under a State sex offender registration program will be denied for life.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by (1) completing HUD

form 50066 (which is available at the KCDC rental office); or (2) providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State, or local police or court record.

Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. KCDC will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;

3. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

4. History of disturbing neighbors or destruction of property;

5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and

6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. KCDC will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. KCDC will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members (required for Premier Properties);

3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records and/or a check through the FBI's National Crime Information Center (NCIC);

4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

5. A check of HUD's Enterprise Income Verification (EIV) System Debts Owed to PHAs and Terminations Module, which is a national repository of families that owe a debt to any PHA nationwide and/or left a PIH program under negative circumstances.

3.4 GROUNDS FOR DENIAL

KCDC is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process within the time frame allotted;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;

F. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs as may be indicated in HUD's EIV "Debts Owed" module;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

J. Were evicted from assisted housing within the past three (3) years because of criminal activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, and/or use.);

K. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. KCDC may waive this requirement if:

1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. Has successfully completed a supervised drug or alcohol rehabilitation program; or

3. Has otherwise been rehabilitated successfully.

L. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or resident;

M. Have a household member who has ever been evicted from public housing;

N. Have a family household member who has been terminated under the certificate or voucher program;

O. Owes community service hours from previous KCDC housing or housing with any other PHA (all hours owed must be completed prior to becoming eligible for readmission);

P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

3.5 INFORMAL REVIEW/HEARING

A. If KCDC determines that an applicant does not meet the criteria for receiving public housing assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial notice. KCDC will describe how to obtain the informal review.

The informal review may be conducted by any person designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given the opportunity to present written or oral objections to KCDC's decision. KCDC must notify the applicant of the final decision within a reasonable time after the informal review, including a brief statement of the reasons for the final decision.

B. The participant family may request that KCDC provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu

of request of appeal to the INS. This request must be made by the participant family within 30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

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

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

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

4.2 ORGANIZATION OF THE WAITING LIST

A Site-based Waiting List is maintained for each KCDC development site. An applicant may request to be placed on the waiting list for all sites or any number of sites, if eligible. Applicants are given information relative to each site (location, amenities, availability of handicapped-accessible units, estimated length of wait, etc.) to help them decide the waiting list(s) they want their name placed on.

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

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

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

4.3 PURGING THE WAITING LIST

KCDC will update and purge its waiting list at least annually to ensure that the pool of applicants

reasonably represents the interested families for whom KCDC has current information, i.e. applicant's address, family composition, income category, and preferences.

4.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

KCDC will not remove an applicant's name from the waiting list unless:

A. The applicant requests that their name be removed;

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

C. The applicant does not meet either the eligibility or suitability criteria for the program; or

D. The applicant receives and accepts an offer of housing.

4.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with KCDC will be notified the application is being denied.

KCDC will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, KCDC will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.6 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) days from the date of the written correspondence to present mitigating circumstances. The letter will also indicate their name will be removed from the waiting list if they fail to respond within the timeframe specified.

5.0 TENANT SELECTION AND ASSIGNMENT PLAN

5.1 PREFERENCES

KCDC will select families from the Site-based Waiting Lists based on the following preferences within each bedroom size category:

A. **PREMIER PROPERTIES** (North Ridge Crossing, Lonsdale Homes, The Vista, Valley Oaks, Passport, Northgate Terrace, The Verandas and Five Point Duplexes)

First Preference: Governmental Action/Involuntarily Displaced/Working. This preference includes verified disasters, housing owner action, unit inaccessibility, and domestic violence (current actual or threatened) by a member of the household to another member of the household. In addition, an adult member of the household must be

working a minimum of 20 hours per week and must have been working for the past 6 months, or enrolled in post secondary education at an accredited school or vocational/technical school full-time or an approved training course, or elderly (age 62 or older) or disabled person receiving benefits.

Second Preference: A family with an adult household member who is working a minimum of 20 hours per week and has been working for the past 6 months, or enrolled in post secondary education at an accredited school or vocational/technical school full-time or an approved training course, or is elderly (age 62 or older) or a disabled person receiving benefits.

Third Preference: Homeless - Lacks a regular or fixed night time residence and is living in a shelter (verified). Homeless circumstances may be confirmed by a shelter or a recognized social service agency.

Near Elderly (age 50 -61) **Applicants Will Be Housed Before Single Applicants**

B. **CONVENTIONAL PROPERTIES** (Austin Homes, Cagle Terrace, Isabella Towers, Love Towers, Mechanicsville, Lee Williams, Taylor Homes, Montgomery Village, Bakertown Apartments, Virginia Walker Apartments, and Western Heights)

First Preference: Governmental Action/Involuntarily Displaced. This preference includes verified disasters, housing owner action, unit inaccessibility, and domestic violence (current actual or threatened) by a member of the household to another member of the household.

Second Preference: An elderly (62 or older) or Disabled person. This preference also includes a Working Family (any amount of hours).

Third Preference: Homeless- lacks a regular or fixed night time residence and is living in a shelter (verified). Homeless circumstances may be confirmed by a shelter or a recognized social service agency.

Near Elderly (age 50 -61) **Applicants Will Be Housed Before Single Applicants**

5.2 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in the first preference will be offered housing before any families in the second preference, and second preference families will be offered housing before any families in the third preference, etc.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Within all preference categories for admission to general population and mixed population properties, single persons who are elderly (62 or older), disabled, or displaced will have preference over and be offered housing before other single persons. Single persons who are not

elderly, disabled, or displaced will be admitted to a mixed population development only after all elderly, disabled, displaced, and near-elderly families have been offered units.

Buildings Designated as Elderly Only Housing: The following locations have been approved by HUD as being designated for elderly only: Guy B. Love Towers ("A" Building); Cagle Terrace ("B" Building); Northgate Terrace (entire building); and the Verandas on Flenniken (all units). A wide range of services accommodating seniors' needs is available at these sites. In filling vacancies in elderly designated units, first priority will be given to elderly families. If there are insufficient numbers of elderly families on the waiting list to fill all vacancies, units will be offered to the near-elderly. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be offered first to families who may benefit from the accessible features, and will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the Site-based Waiting List(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

5.3 ASSIGNMENT OF BEDROOM SIZES (OCCUPANCY GUIDELINES)

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. No more than two (2) persons will occupy the same bedroom, with the exception of a child under the age of four years who may share the same bedroom with the parents. Although allowable, a child should not occupy the same bedroom with the parents except under exceptional circumstances.

B. Persons of the opposite sex, other than cohabiting adults, should not occupy the same bedroom if either person has reached the age of four years.

C. Children will not occupy the same bedroom as their parents upon reaching the age of four years, and every effort should be made to provide a bedroom separate from the parents when a child reaches the age of two years.

D. Children of the same sex will share a bedroom.

E. Foster adults and/or foster children will not be required to share a bedroom with family members.

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

G. Exceptions to normal bedroom size standards include the following:

1. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. KCDC will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit until the next scheduled reexamination.

2. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. KCDC will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit (see KCDC's Implementation Guide for section on requesting Reasonable Accommodation).

3. If there are no families on the Site-based Waiting List(s) for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needs the larger unit. The family transferring will be given a 30-day notice before being required to move.

4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

5.4 SELECTION REQUIREMENTS: EXTREMELY LOW-INCOME FAMILIES

KCDC shall follow the statutory basic targeting requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at, or below, 30% of the area median income (extremely low-income families). To insure this requirement is met, KCDC shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears the requirement to house extremely low-income families will not be

met, KCDC will skip higher income families on the waiting list to reach extremely low-income families.

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

5.5 DECONCENTRATION POLICY

KCDC will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments. Toward this end, KCDC will:

A. Establish local preferences that promote deconcentration of poverty and income mixing, such as a preference for working families;

B. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;

C. Establish ceiling rents at the same level as flat rents. This will insure residents that request a reduction in rent never have to pay more than the flat rent should they have an increase in income between annual reexaminations.

D. Offer rent incentives, if deemed appropriate and financially feasible, for eligible families who will have the sole discretion in determining whether to accept the incentive. KCDC will not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of a development.

Prior to the beginning of each fiscal year, KCDC will analyze the income levels of families residing in each of its developments and the income levels of the families on the waiting list. Based on this analysis, KCDC will determine marketing strategies for deconcentration.

5.6 OFFER OF A UNIT

When KCDC discovers that a unit will become available, it will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

KCDC will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact KCDC regarding the offer. The offer and the family's decision must be documented in the tenant file.

5.7 REJECTION OF UNIT

If, in making the offer to the family, KCDC skipped over other families on the waiting list in order to meet the deconcentration goal or offered the family any other deconcentration incentive

and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If KCDC did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects three offers of suitable units without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects (with good cause) any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

6.0 UNIT TRANSFERS

Transfers apply to residents in inappropriate size units as defined in this policy. Such residents shall be transferred to appropriate size units when available. All such transfers will occur in the development where the family resides, provided there are units of the needed size at said development.

6.1 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by KCDC in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation or demolition activities; or

B. When action or inaction by KCDC has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

6.2 RESIDENTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with KCDC. This means the family must be in compliance with their lease, current in all payments to KCDC, and must pass a housekeeping inspection.

6.3 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. In considering the request, KCDC may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. KCDC will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting.

KCDC will grant or deny the transfer request in writing within a reasonable time after receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

6.4 RIGHT OF KCDC IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

7.0 VERIFICATION

KCDC will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers (if applicable); and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. KCDC will use HUD's Enterprise Income Verification (EIV) System as a third party source to verify tenant employment and income information for Reexaminations and Interims as well as for new move-ins approximately 90 days after move-in date. (See KCDC's Implementation Guide for verification procedures and for definitions of income, deductions and exclusions.)

8.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

At admission, and each year prior to the anniversary date of admission, each family is given the choice of having their rent determined under the income-based method or having their rent set at the flat rent amount (see below).

A. **Income-Based Method:** The total tenant payment is equal to the highest of:

30% of the family's monthly adjusted income;

10% of the family's monthly income; or

The minimum rent.

The family will pay the greater of the total tenant payment or the minimum rent of $ **0**, but never more than the ceiling rent.

B. **Flat Rent Method:** KCDC has set a flat rent for each public housing unit. In doing so, KCDC considered the size and type of unit, as well as its age, condition, amenities, services, and neighborhood. KCDC also analyzed the Fair Market Rents by bedroom size of the Knoxville MSA and the rent reasonableness studies conducted by KCDC's Section 8 Program. KCDC will review its flat rent as often as necessary to assure it complies with the regulatory requirements, but at least annually. Affected families will be given a written notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

C. **Ceiling Rent:** KCDC has set the ceiling rent amount at the same amount as the flat rent. The purpose of the ceiling rent is to assist flat rent families whose incomes are reduced otherwise causing the family to be placed on income-based rents. If the family is placed on income-based rent and their income increases before the annual reexamination date, the family cannot be placed back on flat rent until the next annual reexamination, but the family can be placed on a ceiling rent of exactly the same amount as the flat rent.

Changes to 2011 Section 8 Administrative Plan

1. Page 9, Item 2.3, D and page 84 Item 15.0, part O: **Obligations of the Participant, Violation of the Lease & Termination of Assistance to the Family by KCDC:** Removed Evicted more than once and changed to evicted through a court procedure will lose voucher if does not make arrangements through the court and the owner.

2. Page 31, Item 7.0, **Assignment of Bedroom Sizes (Subsidy Standards):** Added time child can be out of the home and what happens if child does not return in the specified timeframe.

3. Page 31, Item 7.0.C, **Assignment of Bedroom Sizes (Subsidy Standards)**: Added required documentation needed by KCDC when a person is adding a child to a lease that is not born to the tenant.

4. Page 46, Item 10.2, Part B.9 **Income** and page 50, Item 10.3, Part H, 13j. **Exclusions from Income:** added Comprehensive WorkTherapy income inclusion and exclusion.

5. Page 81, Item 14.2.3, **Retroactive Charges**: Added if a tenant acquires a third backcharge for failure to report income, it is an automatic termination from the Section 8 voucher program

6. Page 81, Item 14.2.3 last paragraph, **Retroactive Charges:** If a family's income would have caused KCDC to stop housing assistance payments and the family to pay all their own rent, KCDC will calculate the rent, calculate a backcharge and the tenant's assistance will terminate with a 30 day notice .

7. **Page 92, Item 16.3.E. Informal Hearings for Participants – Considering Circumstances:** Added if violation for charges was older than one year, assistance may not terminate.

8. Page 97, Item 21.0 , **Document Authority:** Added Project Based Vouchers

9. Page 108, **Glossary:** Added definition of Project Based Vouchers

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

ADMINISTRATIVE PLAN

FOR

THE SECTION 8 PROGRAM

Adopted: March 31, 2011

Effective: July 1, 2011

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SECTION 8 ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and KCDC policy. The Plan covers both admission and continued occupancy for KCDC's Section 8 Programs.

KCDC is presently authorized to provide Section 8 Rental Assistance in the city of Knoxville, Tennessee.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of Knoxville's Community Development Corporation (KCDC) to comply fully with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under KCDC's Section 8 Housing Choice Voucher Program. Accommodations in the application process will be made for individuals who have a disability. Accessibility for the hearing impaired is provided by The Tennessee Relay System.

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

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a medical professional verifies the disability and if the request has a direct relationship to the disability unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete and submit a Reasonable Accommodation Request form. When such accommodations are granted, they do not confer special treatment

or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

The participants will make their accommodation request to the occupancy specialist to whom their file is assigned. The specialists will give the participant/applicant the form to complete that has a section for their medical professional to complete. The completed form should be forwarded to the Section 8 ADA coordinator. The coordinator will verify the information provided and notify the participant/applicant in writing and allow an opportunity to dispute the decision within ten (10) days from the date of the denial letter.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. KCDC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

KCDC will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to the HA per client. The HA will refer to census data to determine the number or percentage of the population eligible to be serviced for each limited English proficiency (LEP) language group.

1.4 FAMILY/OWNER OUTREACH

KCDC will publicize the availability and nature of the Section 8 Housing Choice Voucher Program for extremely low-income, very low, and low-income families in the local newspaper, minority media, and by other suitable means. Written announcements of program availability, along with housing eligibility factors and guidelines, will be sent to social service providers and other agencies in the community so proper referral of their clients can be made to the program. KCDC will also try to utilize public service announcements.

KCDC will encourage families to seek housing outside the areas of low income and minority concentration. Maps are included in the Briefing Packet that show areas with housing opportunities outside areas of low income and minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have housing outside areas of low income and minority concentration or minority concentration are 3, 8, 9, 10, 15, 16, 17, 18, 22, 23, 30, 31, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44.02, 45, 46.01, 46.05, 47, 48, 49, 50, and 51.

Outreach in the community for property owners participating in the Section 8 Housing Choice Voucher Program will be achieved through brochures, news media, group meetings, and personal contact. An "Interested Owners" information packet compiled by KCDC is available to prospective owners. Emphasis will be placed on securing owners with properties outside areas of low income and minority concentration or racial concentration. The information packet will:

A. Explain the program;

B. Explain how the program benefits owners; and

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways KCDC helps owners screen more effectively.

To help Section 8 participants find accessible units, KCDC will provide a Internet Web Based Program and toll free telephone number that provides a list of available properties or other properties including other subsidized housing known to KCDC that may be available to lease to the family or who may help the family find a unit. The information regarding the Internet Web Based Program or toll free phone number is provided at Section 8 briefings and available in the lobby of the Section 8 department. Units that are handicapped accessible are indicated as such on the Internet Web Based resource list. If a tenant or prospective tenant cannot locate a unit using the Internet Web Based list provided or need help finding a unit that is handicapped accessible, they will be referred to other community agencies.

1.5 RIGHT TO PRIVACY

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

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

1.6 REQUIRED POSTINGS

KCDC will post in the Section 8 Office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan (located at receptionist desk)

B. Notice of the status of the waiting list (opened or closed)

C. Address of all KCDC offices, office hours, and telephone numbers

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures (in Administrative Plan)

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 KCDC/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of KCDC, the Section 8 Owners/Landlords, and the participating families. Also, the responsibilities and obligations of the Owners/Landlords and participating families are in the briefing packet.

2.1 KCDC RESPONSIBILITIES

A. KCDC will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the KCDC Section 8 Housing Choice Voucher Administrative Plan.

B. In administering the program, KCDC will

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

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of low income and minority concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas low income

and minority concentration. KCDC will provide maps that show various areas and information about facilities and services outside areas of concentration within KCDC jurisdiction and in other neighboring jurisdictions. These will be distributed during family briefings. KCDC will make available an Internet Web Based Program that provides lists with owner names who accept rental assistance in non-concentrated areas. A toll free telephone number will also be provided. KCDC will also distribute a list of neighboring housing agencies with names, addresses, and phone numbers.

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

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

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

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

9. Obtain and verify evidence of citizenship and eligible immigration status according to 24 CFR Part 5;

10. Review the family's *Request for Tenancy Approval* and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.

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

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

14. Make timely housing assistance payments to an owner according to the HAP contract;

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

16. Adjust KCDC utility allowances annually when applicable;

17. Administer and enforce the Housing Assistance Payments Contract with an owner, including taking appropriate action as determined by KCDC, if the owner defaults;

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

19. Conduct informal reviews of certain KCDC decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain KCDC decisions concerning participant families;

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

22. Administer the mandatory FSS program.

2.2 OWNER RESPONSIBILITIES

This Section states the obligations of an owner participating in the program.

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

B. The owner is responsible for:

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

2. Maintaining the unit according to HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Providing information regarding direct deposit to bank; warranty deed or tax notice; Tax Identification Number or Social Security Number.

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

6. Collecting from the family:

a. Any security deposit required under the lease.

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

c. Any charges for unit damage by the family.

7. Enforcing tenant obligations under the lease.

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

9. Providing property tax information to KCDC for unit to be leased. An owner cannot owe on property taxes, fine or assessments. A one year grace period will be permitted. (Example: owner may owe on current taxes but not over one year in delinquent taxes)

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

D. The owner is responsible for notifying KCDC sixty (60) days prior to any rent increase. Only one increase per year will be permitted. KCDC reserves the right to deny rent increases to landlords based on funding availability.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

A. Supplying required information.

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

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

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

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

B. HQS breach caused by the Family

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

C. Allowing KCDC Inspection

The family must allow KCDC to inspect the unit at reasonable times and after at least two (2) days notice. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance will be given and the family will be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease. A family who causes $500 in damages to a unit or commits serious or repeated violations of the lease may be terminated from KCDC's Section 8 Housing Choice Voucher Program(s) and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or eviction for serious or repeated violations of a lease to establish eligibility for KCDC assisted housing.

The proof of the $500 in damages will be derived from court documentation provided by the property owner. The damage documentation must be provided within 30 days of move-out. During court negotiations, the family's assistance will not be terminated. After the final outcome is determined and it is determined the family owes more than $500 in damages, the family assistance will be terminated.

If the family receives an agreement through the court procedure to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of default, the assistance will be terminated at that time.

If there are no court negotiations necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be terminated; however, if the family defaults and the owner can provide documentation of default, the family assistance will terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures

receives an agreement through court procedures to repay the owner for rent, the family assistance will not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the Owner provides documentation of default, the assistance will be terminated at that time. The family will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

At each leasing and at recertification each year, families will be asked to sign a statement of understanding regarding damages, non-payment of rent, and other serious or repeated violations of the lease.

E. Family Notice of Move or Lease Termination

The family must notify KCDC and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

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

G. Use and Occupancy of the Unit

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

2. KCDC must approve the composition of the assisted family residing in the unit. The family must promptly inform KCDC of the birth, adoption or court-awarded custody of a child. The family must request approval from KCDC to add any other family member (family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship) as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult, or live-in aide as provided in paragraph (4) of this Section).

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

4. If KCDC has given approval, a foster child/foster adult, or a live-in aide may reside in the unit.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary

use of the unit for residence by members of the family. Any business uses of the unit must have approval of the owner, comply with zoning requirements, and the affected household member must obtain all appropriate licenses.

6. The family must not sublease the unit.

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

H. Absence from the Unit

The family must supply any information or certification requested by KCDC to verify that the family is living in the unit, or relating to family absence from the unit, including any KCDC requested information or certification on the purposes of family absences. The family must cooperate with KCDC for this purpose. The family must promptly notify KCDC of its absence from the unit for more than seven (7) days.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from KCDC for absences exceeding 30 days. KCDC will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

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

3. Other absences that are deemed necessary by KCDC

4. Military personnel being deployed

I. Interest in the Unit

The family may not own nor have any interests in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

The members of the family may not engage in drug-related or violent criminal activity.

L. Other Housing Assistance

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

3.0 PROJECT-BASED VOUCHER PROGRAM

This Section outlines KCDC's policies for administration of its Project-Based Voucher (PBV) Program. In the PBV Program, rental assistance is paid by KCDC for families who live in specific rental units, subject to compliance with the PBV Program.

3.1 SUBMISSION AND SELECTION OF PBV PROPOSALS

A. KCDC will select PBV proposals that promote and enhance the development and/or maintenance of an adequate supply of safe, decent and affordable housing and that assure, where applicable, that persons with supportive service needs have access to appropriate services and accessible housing options, consistent with HUD's site selection regulations.

B. KCDC will select PBV proposals in accordance with 24 CFR Section 983.51 pursuant to one or both of the following methods:

1. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b)(1). This selection method will not limit the proposals to a single site or impose restrictions that explicitly or practically preclude owner-submission of proposals for PBV housing on different sites.

   In the event KCDC uses this method to select PBV proposals, KCDC will provide broad public notice of the request for PBV proposals, which may include posting on KCDC's website at www.KCDC.org, newspaper publication, dissemination of program guides, and other means of notice, and will provide detailed application and selection information upon request.

2. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b)(2). This selection method is limited to proposals for housing assisted under a federal, state or local governmental housing assistance program that funds proposals based on competitive selection requirements. In the event KCDC uses this method to

select PBV proposals, the selected proposal must have received competitive funding within three years of the PBV proposal selection date and the earlier competitive selection did not involve any consideration that the projects would receive PBV assistance.

In the event KCDC uses this method to select PBV proposals, KCDC will not enter into an Agreement or HAP contract until HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. The owner must provide KCDC with a certification that the project has not received and will not receive (before or during the term of the HAP contract), any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review.

3.2 CAP ON NUMBER OF PBV UNITS IN EACH BUILDING

A. In accordance with 24 CFR Section 983.56, KCDC may not select a proposal to provide PBV assistance or enter into an Agreement or HAP contract for more than 25 percent of the number of dwelling units (assisted or unassisted) in the building except as provided in paragraph B below.

B. Exception to 25 percent per building cap is allowable in the following cases:
   a. Units in a single-family building
   b. Units in a multifamily building that are "excepted units" specifically made available for Qualifying Families defined as
   c. Elderly or disabled families; or
   d. Families receiving qualifying supportive services as defined in Section 3, 3.4 of this Administrative Plan.

3.3 SET-ASIDE OF EXCEPTED UNITS FOR QUALIFYING FAMILIES

A. Qualifying Families

KCDC may set aside one or more excepted units in buildings receiving PBV assistance for occupancy by qualifying families. A qualifying family may be an Elderly Family, or a Disabled Family, or a family receiving Qualifying Supportive Services.

B. Supportive Services Requirements

1. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by a Qualifying Family, KCDC will require that services targeted to the needs of the Qualifying Family be provided on a regular basis by qualified providers.

At least one qualified case manager must be located onsite. A qualified provider must be available to respond to emergency supportive services needs twenty-four hours per day, seven days per week.

2. If a family occupying an excepted unit set aside for Qualifying Families no longer meets the definition of Qualifying Family, KCDC will terminate rental assistance for the family, including all remaining family members, and the family will be required to vacate the excepted unit within the time established by KCDC.

3.4 QUALIFYING SUPPORTIVE SERVICES

A. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by families receiving Qualifying Supportive Services, at least one member of the family must receive at least one of the following Qualifying Supportive Services as agreed to in the family responsibility statement (Section 3, 3.4 B). KCDC will not require a Qualifying Family to participate in medical or disability-related services, other than drug and alcohol treatment in the case of current abusers, although the following services must be offered:

1. Case management services
2. Mental health services
3. Medical and dental care
4. Substance abuse counseling and treatment
5. Household management training, such as housekeeping skills and money management
6. Job training and employment services, such as preparation and counseling, training, job development and placement, follow-up assistance after job placement
7. Educational or vocational services, such as literacy courses, vocational training, courses to complete secondary or postsecondary school
8. Services pursuant to KCDC's Family Self-Sufficiency Program established and administered pursuant to 24 CFR Part 984.

B. Statement of Family Responsibility

At the time of initial lease execution, a family receiving Qualifying Supportive Services will be required to enter into a statement of family responsibility or other appropriate agreement with KCDC and the supportive service provider. The agreement must establish a minimum period of time of not less than one year in which the family is required to participate in one or more Qualifying Supportive Services and achieve certain goals specified in the agreement.

1. Monitoring

KCDC will monitor a family's continued receipt of Qualifying Supportive Services on a quarterly basis. Such monitoring may include agreements with owners and/or service providers that include recordkeeping and reporting obligations, personal interviews with owners and/or service providers and members of families receiving Qualifying Supportive Services, or other appropriate means of monitoring.

2. Completion of Services Obligation

If a family receiving Qualifying Supportive Services successfully completes its supportive services obligation, the family may continue to reside in the excepted unit subject to continued compliance with other obligations under the PBV Program. The unit continues to count as an excepted unit.

3. Termination for Failure to Fulfill Services Obligation

If a family receiving Qualifying Supportive Services fails, without good cause, to complete its supportive services obligation, KCDC will terminate rental assistance for the family and the family will be required to vacate the unit within the time established by KCDC and the owner may terminate the family's lease. The unit will continue to count as an excepted unit provided the owner rents the unit to a Qualifying Family.

3.5 WAITING LIST

A. Maintenance of Waiting List

A waiting list for occupancy of a unit assisted under the PBV Program will be maintained for projects receiving PBV assistance. An applicant may chose to be simultaneously listed on the PBV project waiting list as well as the KCDC tenant-based waiting list if eligible. Section 4 and 5 of this Administrative Plan also applies to managing the waiting list.

B. Selection of Applicants from Waiting List

Subject to HUD's PBV regulations intended to minimize displacement of eligible families already residing in a unit selected for PBV assistance, selection of applicants from the waiting list to occupy PBV-assisted units will be in the following order of preference, by date and time of application.

1. Disabled Families who are homeless and who need supportive services offered at the PBV property, provided that:

   a. The disability significantly interferes with their ability to obtain and maintain themselves in housing, and
   b. Without such services, they will not be able to obtain and maintain themselves in housing, and the services cannot be provided to them in a non-segregated setting.

2. Elderly Families, Disabled Families, and Families of two or more persons, if such families are homeless.

3. An individual who is homeless, less than 62 years of age, not a person with a disability.

4. Elderly Families, Disabled Families, and families of two or more persons.

5. All other families.

6. All other applicants.

C. Preference for Qualifying Families

If a unit has been set aside for a Qualifying Family (Section 3, 3.3 A), KCDC will give preference to eligible Qualifying Families for occupancy of such units.

3.6 HAP CONTRACT BETWEEN KCDC AND PBV PROPERTY OWNER

A. Term of HAP Contract

KCDC may enter into a HAP contract with a PBV owner for an initial term of not less than one year and not more than 10 years subject to funding availability pursuant to 24 CFR Section 983.205.

B. Extension of HAP Contract

Within one year before expiration, KCDC may agree to extend the term of the HAP contract for an additional term of up to five years. Subsequent extensions are subject to the same limitations.

C. Termination of HAP Contract

1. Termination by KCDC

   KCDC may terminate the HAP contract due to insufficient funds pursuant to 24 CFR Section 983.205.

2. Termination by PBV Property Owner

The owner may terminate the HAP contract due to reduction below initial rent pursuant to 24 CFR Section 983.205.

3.7 ADDITIONAL ADMINISTRATIVE PLAN PROVISIONS APPLICABLE TO THE PBV PROGRAM

The following sections of this Administrative Plan also apply to the PBV Program:

Section 1	Equal Opportunity
Section 2	KCDC/Owner Responsibility/Obligation of Family
Section 4	Eligibility for Admission, 4.2, B, C, D, E, F, and I
Section 7	Assignment of Bedroom Sizes (Subsidy Standards)
Section 10	Determination of Family Income
Section 11	Verification
Section 12	Rent and Housing Assistance Payment
Section 13	Inspection Policies and Housing Quality Standards
Section 14	Recertification
Section 15	Termination of Assistance to the Family By KCDC
Section 16	Complaints, Informal Reviews for Applicants, Informal Hearing for Participants.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

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

4.2 ELIGIBILITY CRITERIA

A. Family type

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

   a. Children temporarily absent from the home due to placement in foster care are considered family members.

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

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

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

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

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

3. A **near-elderly family** (if applicable), which is:

   a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

   b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

   c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

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

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

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

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

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

6. A **remaining member of a tenant family** is a family member who remains in the unit when other members of the family no longer reside in the unit and are removed from the lease.

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

B. Income eligibility

1. To be eligible to receive assistance, a family shall (at the time the family initially receives assistance under the Section 8 Housing Choice Voucher Program) be:

   a. Very low-income;

   b. A low-income family continuously assisted under the public housing, Section 23, or Section 8 programs;

   c. A low-income family that is a nonpurchasing tenant in certain home ownership programs;

   d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined at 24 CFR 248.101.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

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

4. Families who are moving into KCDC's jurisdiction under portability and have not used their voucher to receive assistance at their initial housing agency must meet the income limit for the area where they were initially assisted under the program.

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

6. Income limit restrictions do not apply to families transferring units within KCDC's Section 8 Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant Status

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

All new applicants and family members will be required to provide the following documentation before an application can be approved or at any recertification if not already on file:

1. A Birth certificate;
2. US passport;
3. An employment authorization card;
4. Military Discharge paperwork; or
5. Other appropriate documentation of US citizenship.

Family eligibility for assistance

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

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(F) for calculating rents under the noncitizen rule).

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

D. Social Security Number Documentation

Prior to admission to the Section 8 Housing Choice Voucher Program , each family member must provide verification of their Social Security number. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the member must provide a letter from

the social security administration or other federal or state government agency. KCDC will allow ten (10) calendar days from the date of application to provide the required documentation. KCDC may allow up to 90 days for a new born baby social security card to be obtained. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. If the social security card name and picture ID name do not match, KCDC will use social security card name and require proof of name change such as marriage license, court documentation, etc. Social Security cards cannot be a photo copied card, it must be an original.

New family members must provide social security card or social security letter prior to being added to the lease. All children must have a social security card ot social security letter prior to be added to the lease. KCDC will allow 90 days to obtain social security card for newborn babies. Verification of the Social Security number will be obtained only once.

E. Signing Consent Forms

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

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

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

   b. A provision authorizing HUD or KCDC to verify, with previous or current employers, income information pertinent to the family's eligibility for, or level of, assistance;

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

   d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for Tenancy

KCDC determines eligibility for participation and will also conduct criminal background investigation on all adult household members, including live-in aides. KCDC will deny assistance to a family because of drug-related or violent criminal activity by family members. This investigation will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, KCDC may contact law enforcement agencies where the individual had lived or request an investigation through the FBI's National Crime Information Center (NCIC).

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by (1) completing HUD form 50066 (which is available at the KCDC Section 8 office); or (2) providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State, or local police or court record.

KCDC will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.
KCDC will check with the federal sex offender registration program and will ban for life any individual who is registered as a sex offender.

Additional screening is the responsibility of the owner. Upon the request of an owner/perspective owner, KCDC will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

G. If an applicant previously abandoned a unit, they must prove they have lived in good standing and without abandonment of any property for the past two (2) years before they can apply.

H. New restrictions on eligibility of certain students (both part and full time)who are enrolled in institutions of higher education are as follows:

Applicants seeking assistance on their own separate from their parents and are enrolled at a institution of higher education, are under 24 years of age, not a veteran, not married and do not have a dependent child are subject to a

two part income eligibility test. Both the student and the student's parent must be income eligible in order for the student to be eligible to receive Section 8 assistance. Parents for purposes of the student eligibility restriction mean the biological or adoptive parents or guardian (e.g. grandparents, aunt/uncle, godparents, etc.)

However, if a student can determine to be ***independent*** from his/her parents in accordance with KCDC policy, KCDC does not need to consider the income of the student's parents in determining the student's eligibility.

KCDC policy will consider as an ***independent*** student a student who meets one or more of the following criteria:

- Be at least 24 years old by December 31 of the award year for which aid is sought;
- Be an orphan or ward of the court through age 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
- Be a graduate or professional student; or,
- Be married.

I. A family cannot be admitted into the Section 8 Housing Choice Voucher Program if they owe another Housing Agency money as determined by the Debts Owed and Termination Report in the Enterprise Income Verification (EIV) System.

5.0 MANAGING THE WAITING LIST

5.1 OPENING AND CLOSING THE WAITING LIST

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

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

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

5.2 TAKING APPLICATIONS

When funding is available, families wishing to apply for the Section 8 Housing Choice Voucher Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: **KCDC's Family Investment Center (FIC)** at **400 Harriet Tubman Street, Knoxville, Tennessee 37915**.

Persons with disabilities who require a reasonable accommodation in completing an application may call KCDC to make special arrangements to complete their application.

The application process requires the family to provide information about all household members including name, address, telephone number, composition, Social Security number, picture identification for all adult household members, racial or ethnic designation, income verification, citizenship/eligible immigrant information, and information establishing any preferences to which the family may be entitled. The family must sign the *Authorization to Release Records and Information* and HUD's *Authorization for the Release of Information/Privacy Act Notice* forms.

Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. If KCDC determines the family to be ineligible, KCDC will notify the family and state the reason(s). KCDC will offer the family the opportunity for an informal review of the determination.

An applicant must report changes in their applicant status, including changes in family composition, income, or preference factors. KCDC will annotate the applicant's file and will update their place on the waiting list if applicable.

KCDC will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into the Section 8 Housing Choice Voucher Program.

Families will be given a *Protect Your Family from Lead in Your Home* booklet and will be asked to sign an acknowledgment of receipt of the booklet.

5.3 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained according to the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in one central pool in order of preference, priority within the preference, and then in order of date and time of application as follows:

1. Applications within the first and second preference categories will be ranked by date and time of application only;

2. Applications within the third, fourth, and fifth preference categories will be ranked by priority and then by date and time of application within the priority. First priority will be given to: (a) a family, who is not a single person as defined herein, whose head or spouse is employed at least 20 hours per week, (b) an elderly family of one or more persons (age 62 years or older) that does not work due to age, and (c) a disabled family that does not work due to disability.

3. Second priority will be given to applicants in the preference group who are not single persons as defined herein. Third priority will be given to all other applicants in the preference category. The preference categories are listed under Section 5.2.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

5.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When KCDC has vouchers available and is prepared to offer the vouchers to eligible applicants, the family whose application is more than two months old must update household composition, preferences, and income. KCDC will re-verify the family's eligibility. If the family is no longer eligible for the Section 8 Housing Choice Voucher Program, KCDC must notify the family in writing of this determination and give the family the opportunity for an informal review.

5.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment according to the paragraph below will be sent a notice of denial.
KCDC will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, KCDC will work closely with the family to find a more suitable time. Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) working days from the date of the written correspondence to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

Applicants will be offered the right to an informal review before being removed from the waiting list.

5.6 PURGING THE WAITING LIST

KCDC will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables KCDC to update the information regarding address, family composition, income category, and preferences.

5.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

KCDC will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

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

C. The applicant does not meet either the eligibility or screening criteria for the program.

5.8 GROUNDS FOR DENIAL

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by:

1. Completing HUD form 50066 (which is available at the KCDC Section 8 office);

2. Providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury);

3. Producing a Federal, State, or local police or court record.

KCDC will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process within the time frame allotted;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g., illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. Consideration may be given to applicants:

   1. With records of violent criminal activity who have had no arrests/convictions within a three-year, unsupervised period;

   2. With records of drug-related criminal activity who have had no arrests/convictions within a three-year, unsupervised period.

F. Currently owes rent or other amounts to KCDC or any other housing agency in connection with the public housing or Section 8 Housing Choice Voucher Programs;

G. Have committed fraud, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

H. Have a family member who was evicted from federally assisted housing within the last five years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. KCDC may waive this requirement if:

1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program as evidenced by at least a 1-year, unsupervised period of no arrests/convictions for drug-related activities; or

3. The person has otherwise been rehabilitated successfully.

K. Have engaged in or threatened abusive or violent behavior toward any KCDC staff member or resident;

L. Have a family household member who has been terminated under the Voucher Program during (but not limited to) the last three years (see Sec. 2.3.D);

M. **Denied for Life**: If a family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

N. **Denied for Life**: If a family member has a registration under a sex offender registration program.

5.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, they have ten (10) days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

5.10 INFORMAL REVIEW

If KCDC determines that an applicant does not meet the criteria for receiving Section 8 rental assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial notice. KCDC will describe how to obtain the informal review. The informal review process is described in Section15.2 of this Plan.

6.0 SELECTING FAMILIES TO RECEIVE ASSISTANCE

Applicants will be selected to receive Section 8 rental assistance either as a special admission or as a waiting list admission.

6.1 SPECIAL ADMISSION

Special admission is a non-waiting list admission relative to HUD awards of program funding targeted to families living in specified units. Examples of program funding that may be targeted for special admission include, but are not limited to:

A. A family displaced because of demolition or disposition of a public housing development, for example by a HOPE VI project;

B. A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;

C. A nonpurchasing family residing in a project subject to a home ownership program; and

D. A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term.

A special admission permits selecting a family for assistance that is not on the Section 8 waiting list or without considering the family's waiting list position. Records are maintained that show that the family was selected for HUD-targeted assistance.

6.2 WAITING LIST ADMISSION

Except for special admissions, participants must be selected from the Section 8 waiting list. KCDC will select families from the waiting list based on one or more of the following preferences:

A. **FIRST PREFERENCE:** (Displaced by Government Action)

An applicant family who is displaced by government action **or** an applicant whose dwelling has been extensively damaged or destroyed as a result of disaster, declared or otherwise formally recognized pursuant to federal relief laws.

B. **SECOND PREFERENCE:** (Involuntary Displacement)

An applicant family who is in need of immediate shelter by reason of extreme hardship or disaster. For example: an action by a housing owner that is beyond the applicant's control and that occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase; a

disaster or catastrophe, such as fire, flood, or storm that has caused the unit to be uninhabitable.

The hardship will be governed by the position that preference will not be given to a family who is, or is expected to be, without housing for failure to pay rent or carry out other normal obligations of residency.

It is the responsibility of the applicant to document to the satisfaction of KCDC that the housing condition is caused by circumstances beyond the family's control. Written verification from the appropriate unit or agency of government, the property owner, or social services agency is required.

C. **THIRD PREFERENCE:** (Substandard Housing)

An applicant family who currently resides in substandard housing or who is homeless without a fixed nighttime residence or staying in a supervised shelter. For purposes of this preference, substandard housing is defined as any dwelling that is unsafe, unsanitary, or overcrowded due to its location, structural condition or lack of utilities. For example:

*A unit that an agency or unit of government has declared unfit for habitation;

*A unit that is delapidated and endangers health and safety;

*A unit that is overcrowded (to be determined by KCDC's subsidy standards in Section 6.0) or without one or more of the following for the exclusive use of the applicant family: operable indoor plumbing; useable flush toilet; useable bathtub or shower; adequate safe electricity; safe or adequate heat; kitchen, if designed for one.

Third preference also includes applicants who are without a fixed nighttime residence or are staying in a supervised shelter, including homeless persons; individuals who are victims of domestic violence; and victims of reprisals or hate crimes.

D. **FOURTH PREFERENCE:** (Rent Burden)

An applicant family paying more than 50 percent of gross family income for rent and utilities. The rent burden must be in excess of ninety (90) days.

E. **FIFTH PREFERENCE:** (Disability)

1. An elderly family as defined herein that has a member(s) with disabilities;

2. A non-elderly disabled family as defined herein

F. **ALL OTHER ELIGIBLE APPLICANTS**

All other applicants that do not meet the definitions of the preference categories.

6.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth. HUD targeted allocations will be offered to families that meet the target specifications with offers based on priority and then by time and date.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Not withstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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

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

7.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood. KCDC will review, if applicable, on a case by case basis.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school , temporarily in foster care, or temporarily removed from the home for a period of time. The child may be out of the home for six months and if not back in the home after six months, the voucher size will decrease unless there is court documentation justifying the reason the child has not been returned to the home.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom unless one is over 18 and the other is under 18;

B. Children of the opposite sex (both under the age of two [2]) will share a bedroom; if the child turns two (2) within two months of moving, KCDC will increase the bedroom size allowance;

C. When there is a change in custody, the parent who receives residential custody will receive the appropriate voucher size.

   KCDC will not permit anyone to add a child to the lease that is not born to tenant, unless they have residential custody of the child (not a petition for custody) or guardianship (not a petition for guardianship).

D. Adults and children (unless under age two) will not be required to share a bedroom;

E. Foster adults and foster children will not be required to share a bedroom with family members;

F. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant's medical professional must document that the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant's lease. *(See Glossary for complete definition of live-in aide.)*

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary (see Section 1.2 on requesting a reasonable accommodation). The Live in Aide cannot be a family member of the assisted family and is not entitled to the Housing Choice Voucher.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

7.1 BRIEFING

As the family's name reaches the top of the waiting list, the family will be invited to attend a briefing explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

The briefing will cover at least the following subjects:

A. A description of the program;

B. Family and owner responsibilities;

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

D. Types of eligible housing;

E. For families qualified to lease a unit outside KCDC's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area of low income and minority concentration; and

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

7.2 PACKET

During the briefing, KCDC will give the family a packet covering at least the following subjects:

A. The term of the voucher and KCDC's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How KCDC determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard and the utility allowance schedule;

D. How KCDC determines the maximum rent for an assisted unit;

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

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;

G. The Request for Tenancy Approval form and an explanation of how to request KCDC approval of a unit;

H. A statement of KCDC's policy on providing information to owners/perspective owners. This policy requires applicants to sign disclosure statements allowing KCDC to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, KCDC will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;

I. KCDC's subsidy standards, including when KCDC will consider granting exceptions to the standards (Example: medical reasons);

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

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

L. Information on federal, state, and local equal opportunity laws; brochure on Fair Housing; and a copy of the housing discrimination complaint form;

M. Information regarding landlords, or other parties known to KCDC, who may be willing to lease a unit to the family or help the family find a unit;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to KCDC that may be available through the internet web based program or through a toll free number that may provide a list of landlords;

O. The family's obligations under the program;

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

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

R. KCDC owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;

S. Maps that show areas with housing opportunities outside areas of low income or minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas outside low income and minority concentration are 3, 8, 9, 10, 15, 16, 17, 18, 22, 23, 30, 31, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44.02, 45, 46.01, 46.05, 47, 48, 49, 50, and 51.

7.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

As of August 12, 1999, KCDC began issuing only vouchers.

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

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will submit to KCDC a completed *Request for Tenancy Approval* and a copy of the owner's proposed lease. KCDC will permit the family to submit only one *Request for Tenancy Approval* (RFTA) unless the unit was not in compliance with Housing Quality Standards or the rent amount would exceed 40% of the family's adjusted income, or other circumstances beyond the family's control. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. KCDC will review the request, the lease, and the HUD-required tenancy addendum and make an initial determination of approval of tenancy. KCDC may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, KCDC will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.

KCDC will promptly notify the owner and the family whether the unit and tenancy are approved.

Additional screening is the responsibility of the owner. Upon request by an owner/perspective owner, KCDC will provide any factual information or third-party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

7.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

KCDC may grant one or more extensions of the term, but the initial term (plus any extensions) will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date or call to request an extension. A sample extension request form will be included in the family's briefing packet. If the family requests an extension and additional time can reasonably be expected to result in success, KCDC will grant the length of request (sought by the family) or 60 days, whichever is less.

If the family includes a person with disabilities, and the family requires an extension due to the disability, KCDC will grant an extension allowing the family the full 120 days search time. If KCDC determines that additional search time would be a reasonable accommodation, tolling may be used.

Tolling: Upon submittal of a completed request for lease approval/request for approval of tenancy form, KCDC will suspend the term of the voucher. The term will be in suspension until the date KCDC provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which KCDC is taking action on their request. A family may submit a second request for lease approval/request for approval of tenancy before KCDC finalizes action on the first request. In this case the suspension will last from the date of the first submittal through KCDC's action on the second submittal. No more than two requests will be concurrently considered. Tolling extension cannot be longer than sixty (60) days.

7.5 APPROVAL TO LEASE A UNIT

1. KCDC will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by KCDC, or an independent agency, and passes Housing Quality Standards (HQS). (If the property is owned by KCDC, it will be inspected by an independent agency).

C. The lease is approvable and includes the following language of the tenancy addendum:

1. The names of the owner and the tenant;

2. The address of the unit rented;

3. The term of the lease (initial term and any provisions for renewal);

4. The amount of the monthly rent to owner;

5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and

6. The required HUD tenancy addendum;

D. The rent to owner is reasonable;

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

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

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

H. The owner does not owe property taxes, fines or assessments more than one year delinquent.

2. The lease term may begin only after all of the following conditions are met:

A. The unit passes the KCDC HQS inspection;

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

C. The landlord and tenant sign the lease to include the HUD-required addendum; (this will be done simultaneously with the Housing Assistance Payment Contract);

D. KCDC approves the leasing of the unit; and

E. Utilities are turned on in the tenant's name (if tenant is responsible for utilities).

KCDC will prepare the Housing Assistance Payment Contract when the unit is approved for tenancy. The contract will be executed and become effective simultaneously with the signing of the lease and the HUD required tenancy addendum. KCDC will not pay any housing assistance to the owner until the contract is executed. New owners must provide a warranty deed or tax notice, Tax Identification Number or Social Security Number, and direct deposit bank information. Additionally, owners must provide a warranty deed or tax statement for units that have not previously been on the program.

If a voucher family moves with continued assistance, the term of the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of housing assistance payment for old unit for month when family moves and first housing assistance payment for new unit is not considered a duplicative subsidy. KCDC will overlap up to ten days of the Housing Assistance Payment.

7.6 KCDC DISAPPROVAL OF OWNER

KCDC will deny participation by an owner at the direction of HUD. KCDC will also deny the owner's participation for any of the following reasons:

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

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

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

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

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

F. The owner has not paid property taxes, fines, or assessments. KCDC will allow a one year grace period for delinquent taxes.

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

1. Premises by tenants, KCDC employees, or owner employees; or

2. Residences of neighbors

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

I. The owner refuses Direct Deposit;

J. Other conflicts of interest under federal, state, or local law.

7.7 SECURITY DEPOSIT

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

When the tenant moves from the dwelling unit, the owner, subject to state or local law, may use the security deposit (including any interest on the deposit) according to the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

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

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

7.8 INELIGIBLE/ELIGIBLE HOUSING

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

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and

F. A unit receiving any duplicate federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

KCDC will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Duplexes

D. Townhouses

E. Manufactured housing

F. Manufactured home space rentals

G. Modular homes

H. Home ownership option (if applicable)

8.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired or if KCDC has terminated the HAP contract. KCDC will issue the family another voucher if the family does not owe KCDC money, has not violated a Family Obligation, has not committed serious or repeated violations of the lease (see Section 2.3.D.), and if KCDC has sufficient funding for continued assistance. Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will KCDC allow a participant to improperly break a lease except under extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances.

8.1 WHEN A FAMILY MAY MOVE

For families already participating in the Voucher Program, KCDC will allow the family to move to a new unit if:

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

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

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

Families are required to give proper written notice of their intent to terminate the lease. According to HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease for extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances. If the family moves from the unit before the initial term of the lease ends without the owner's and KCDC's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give KCDC a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to KCDC will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

If the owner must post the unit abandoned due to the family's unexplained absence from the unit, KCDC will pay through the thirty day abandonment.

9.0 PORTABILITY

9.1 GENERAL POLICIES OF KCDC

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

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

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count toward the initial housing agency's goals unless the receiving housing agency absorbs the family. If absorbed, the admission will count toward the receiving housing agency's goals.

If a family has moved from their assisted unit in violation of the lease, KCDC will not issue a voucher and will terminate assistance in compliance with Section 16.0, Termination of the Lease and Contract.

9.2 INCOME ELIGIBILITY

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

B. If a porting family is already a participant in the Initial Housing Agency's Voucher Program, income eligibility is not redetermined.

9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AGENCY

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

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

9.4 PORTABILITY PROCEDURES

A. When KCDC is the Initial Housing Agency:

1. KCDC will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or movers briefing.

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

3. KCDC will advise the family how to contact and request assistance from the Receiving Housing Agency.

4. KCDC will, within ten (10) calendar days, notify the Receiving Housing Agency to expect the family.

5. KCDC will mail to the Receiving Housing Agency the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

6. KCDC may deny a portability request to a client that is requesting portability to a PHA whose payment standard exceeds KCDC's payment standard if the Receiving PHA will not absorb the client.

   KCDC may in certain circumstances deny a family the right to exercise a portability move keeping the following caveats in mind:

   a. Insufficient funding,
   b. Receiving PHA will not absorb the family, and
   c. The cost of the HAP is higher in the new jurisdiction.

B. When KCDC is the Receiving Housing Agency:

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

2. KCDC will issue a voucher to the family. The term of KCDC's voucher will not expire before the expiration date of any Initial Housing Agency's voucher. KCDC will determine whether to extend the voucher term. The family must submit a Request for Tenancy Approval (RFTA) to KCDC during the term of KCDC's voucher.

3. KCDC will determine the family unit size for the porting family. The family unit size is determined according to KCDC's subsidy standards.

4. KCDC will (within ten (10) calendar days) notify the Initial Housing Agency if the family has leased an eligible unit under the program or if the family fails to submit a *Request for Tenancy Approval* for an eligible unit within the term of the voucher.

5. If KCDC opts to conduct a new reexamination, KCDC will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.

6. To provide tenant-based assistance for porting families, KCDC will perform all Housing Agency program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Agency or KCDC may make a determination to deny or terminate assistance to the family according to 24 CFR 982.552.

7. KCDC will conduct a new income reexamination and background screening for portable applicants/participants in accordance with (Section 4.8, A-N of this Administrative Plan) and may deny or terminate assistance for family action or inaction according to 24 CFR 982.552 and 24 CFR 982.553.

C. Portability Billing

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

a. The receiving PHA must submit an initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following the expiration date of the family's voucher issued by the initial PHA.

b. As the Initial Housing Agency, KCDC will make payment within 30 days of receipt of Part II of the Form 52665 indicating billing amount. The amount of the housing assistance payment for a porting family in the Receiving Housing Agency's program is determined in the same manner as for other families in the Receiving Housing Agency's program. The Receiving Housing Agency's Payment Standard is used except when KCDC denies a portability request to a PHA whose payment standard exceeds KCDC's payment standard.

c. The Initial Housing Agency will promptly reimburse the Receiving Housing Agency for 80% of the Initial Housing Agency's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Agency.

d. The receiving PHA must notify KCDC of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstances any later than 10 working days following the effective date of the change.

e. KCDC will ensure that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.

f. Direct Deposit is required. The Initial Housing Agency is required to submit Direct Deposit information so that KCDC may deposit HAP into their bank account.

10.0 DETERMINATION OF FAMILY INCOME

10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, KCDC counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, KCDC subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

10.2 INCOME

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

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

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

3. Are not specifically excluded from annual income.

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

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

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

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

   During reexaminations, KCDC will obtain each family's certification that it has or has not disposed of assets for less than fair market value during the two years preceding the effective date of the recertification.

   If the family certifies that it has disposed of assets for less than fair market value, the certification must show: (a) all assets disposed of for less than fair market value, (b) the date they were disposed of, (c) the amount the family received for each asset, and (d) the market value of each asset at the time of disposition. Third-party verification will be obtained whenever possible.

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

supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

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

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

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

8. Student financial assistance, other than the cost of tuition must be included in income if the Full/part time student:

   - Is enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965;

   - Seeking or receiving Section 8 assistance separately from their parents; or

   - They are either under 24 years of age or they have no dependent children.

9. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income.

10. Imputed welfare income resulting from sanctions imposed by welfare agency:

    Families whose welfare assistance (Families First) is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement must not have their Section 8 contribution to rent reduced based on the Families First benefit reduction. The exclusion on reduction of Section 8 rent contribution does not apply when the family has complied with their Families First Program requirements but cannot obtain employment (e.g. the family has complied but loses welfare

benefits because of a durational time limit, such as the five-year time limit for receipt of Families First benefits).

At all times when a request for an income reexamination and rent reduction due to a reduction in Families First income is received, KCDC will verify with the local division of the Department of Human Services (DHS) that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud. Verification may be obtained, in written form, directly from the local DHS office, or through the ACCENT computer system. The verification will be maintained in the tenant file.

If verification is obtained from DHS that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud, the family's income must not be reduced for purposes of calculating the family's TTP. Instead, the family's welfare income must be "imputed" during the term of the welfare benefits sanction. KCDC will verify with DHS the term of the sanction.

To impute welfare benefits reduction:

a. Determine the amount of welfare income received prior to the sanction.

b. Determine the term of the sanction.

c. Offset the amount of additional income the family receives that starts after the welfare sanction. If additional income received after the welfare sanction begins is equal to the amount of welfare income received prior to the sanction, the imputed welfare income is equal to $0.

Example: A family receives $142 in welfare benefits prior to sanction for noncompliance. DHS identifies the term of the sanction as three (3) years. The family begins receiving $100 income per month from the head of household's babysitting job. The imputed welfare income is $42. The $100 employment income per month would be counted and $42 per month in imputed welfare income during the three year sanction period (or until a change in income is reported.)

KCDC will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction. If a resident is not satisfied that KCDC has calculated the amount of imputed welfare income according to HUD requirements, and if KCDC denies the family's request to modify such amount, then KCDC shall give the resident written notice of such denial, with a brief explanation of the basis for KCDC's determination of the amount of imputed welfare income.

KCDC's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision according to our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income to obtain a grievance hearing.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. KCDC shall rely on the welfare agency notice to KCDC of the welfare agency's determination of a specified welfare benefits reduction.

10.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Earned income of minors (children under the age of 18, including foster children) except head of household or spouse;

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

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

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

E. Income of a live-in aide. To qualify as a Live-In Aide, a tenant's medical professional must document that the tenant needs a live-in aide. KCDC must screen the aide and add their name to the tenant's lease;

F. The full amount of student financial assistance paid directly to the student or to the educational institution will be excluded if the Head of House full/part time is age 24 as of December 31 of the award year and has at least one dependent child;

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

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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

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

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for KCDC or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

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

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

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

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

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

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

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

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

13. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

    a. The value of the allotment of food stamps will be calculated and excluded annually;

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;

    c. Payments made under HHS's Low-Income Energy Assistance Program;

    d. Payments received under the Job Training Partnership Act;

    e. Payments received under the Older Americans Act of 1965;

    f. Payments from Agent Orange Settlement;

    g. The value of child care under the Child Care and Development Block Grant Act of 1990;

    h. Earned income tax credit refund payments;

    i. Payments for living expenses under the AmeriCorps Program;

    j. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income;

    k. **Earned Income Disallowance**: Disallowance of income for disabled persons who are working (effective 4/20/01). *(1) Initial 12-month exclusion*: During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family any increase in income of the family member

who is a person with disabilities as a result of employment over prior income of that family member. *(2) Second 12-month exclusion and phase-in*: During the second cumulative 12-month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment. *(3) Maximum 4-year disallowance*: The disallowance of income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program.

10.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

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

C. To qualify for a deduction under a VA pension for disability, the tenant must be 51% or higher disabled;

D. Allowance for disability assistance expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that is necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are not paid to a family member or reimbursed by an outside source. The amount to be deducted cannot exceed the amount earned by a family member 18 years old or older who is enabled to work because of the disability assistance. For non-elderly families, the disability assistance allowance is the lessor of: (1) the amount by which total expenses for disability assistance exceeds 3 percent of annual income or (2) what a family is able to earn because the disability assistance allowance is available.

For elderly families, the 3 percent of annual income must first be deducted from disability assistance expenses and then any remainder deducted from medical expenses.

If a family has both medical and disability assistance expenses, first deduct 3 percent of annual income from the disability assistance expenses; any remainder is then deducted from total medical expenses.

E. Medical expenses, for households whose head or spouse is at least 62 years of age or disabled, that are not covered by insurance and are in excess of 3 percent of annual income:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3) percent of annual income;

2. That has disability expenses greater than or equal to 3 percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3 percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3 percent of annual income.

Medical expenses include the costs of diagnosis, cure, mitigation, treatment, or the prevention of disease, and the costs for treatments affecting any part or function of the body. They include the costs of equipments, supplies and diagnostic devices needed for these purposes. They also include dental expenses. Medical expenses include the premiums paid for insurance that covers the expenses of medical care and the amounts paid for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

F. Child care expenses (for which the family is not reimbursed) for the care of children less than 13 years of age to the extent necessary to enable a family member to be gainfully employed or to further their education. The amount deducted shall reflect reasonable charges for child care, and when child care is necessary to permit employment, the child care deduction shall not exceed the amount derived from that employment income.

10.5 COOPERATING WITH WELFARE AGENCIES

KCDC and the local welfare agency agree:

A. To target public assistance, benefits, and services to families receiving assistance in the public housing program and the Section 8 tenant-based assistance program to achieve self-sufficiency;

B. To provide written verification to KCDC concerning welfare benefits for families applying for or receiving assistance in these housing assistance programs.

11.0 VERIFICATION

KCDC will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Before KCDC issues a voucher, information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to, the following:

Enterprise Income Verification (EIV) System – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and also matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Due to the sensitive nature of UIV data, KCDC will restrict access to and safeguard the information in accordance with HUD guidance on security procedures, as issued and made available by HUD. Verification documents will be kept in the applicant/tenant file, when needed, and shredded/destroyed when no longer needed. Files will be kept in a secure area that requires electronic key entry by KCDC staff.

A. **The following types of income may be verified using the UIV system:**

1. Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services.)

2. Unemployment Compensation

3. Welfare Benefits

4. Social Security Benefits

a. Social Security (SS)
b. Supplemental Security Income (SSI)

Other income types (i.e., child support, pensions, etc.) may be verified using upfront income verification techniques if the resources are available.

B. **How KCDC Uses UIV Tools:**

1. **Upfront Income Verification (UIV) Exceeds Threshold Report** − KCDC will use the UIV system to generate the "Exceeds Threshold Report" periodically to compare the information with information provided by the family. Appropriate action will be taken.

2. **Using Up-Front Income Verification (UIV)to Project Income** − KCDC will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available" in handling differences between UIV and family-provided and/or other verified income information. The guidelines establish criteria on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of $200 or more per month.

   a. **No Substantial Difference** − If UIV information for a particular income source differs from the information provided by a family by less than $200 per month, KCDC will follow these guidelines:

      i. If the UIV figure is less than current family-provided information, KCDC will use the family's information to calculate anticipated annual income.

      ii. If the UIV figure is more than the family's figure, KCDC will use the UIV data to calculate anticipated annual income unless the family provides documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.) to explain the discrepancy. Upon receipt of acceptable family-provided documentation of a change in circumstances KCDC will use the family-provided information.

   b. **Substantial Difference** − If UIV information for a particular income source differs from the information provided by a family by $200 or more per month, KCDC will follow these guidelines:

i. KCDC will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

ii. When KCDC cannot readily anticipate income (i.e., in cases of seasonal employment, unstable working hours, or suspected fraud), KCDC will review historical income data for patterns of employment, paid benefits, and/or receipt of other income.

iii. KCDC will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

iv. KCDC will use the most current verified income data (and historical income data, if appropriate) to calculate anticipated annual income.

3. **Verification of SS/SSI Benefits of Participants and Household Member −** KCDC will obtain verification of SS/SSI benefits of participants and household members through HUD's Upfront Income Verification (UIV) System.

   If benefit information is not available in HUD Systems or if the tenant disputes UIV benefit data, KCDC will request a current, original SSA notice or benefit verification letter from each household member that receives social security benefits within 10 business days of KCDC's interview date. If the participant and/or household member(s) are unable to provide the requested document, KCDC will ask the participant/household member(s) to call the SSA or visit the local SSA office to request a benefit verification letter. The request for a benefit verification letter can also be made at the SSA Internet Website. The participant/household member(s) should provide KCDC with the original benefit verification letter. KCDC will make a photocopy of the original benefit verification letter, return the original benefit verification letter to the participant/household member, and maintain the photocopy of the benefit verification letter in the tenant file. (This same process can be used when third-party verification of SS/SSI benefits is not available for applicants and/or their household members.)

4. **Documentation of Unavailability of Third-Party Verification of SS/SSI Benefits −**In the event that third-party verification is not available, KCDC will document the tenant file as to why third-party verification was not available. Below are some examples of acceptable file documentation:

a. New admission, information not available in UIV Tools
b. New tenant, information not available in UIV Tools
c. Current tenant, information not available in UIV Tools due to change in re-examination date
d. Current tenant, information not available in UIV Tools due to discrepancy with name, date of birth, or social security number in SSA file
e. Current tenant, information not available in UIV Tools, reason unknown

C. **Methods of Verification and Time Allowed −** KCDC will verify family information through the five methods of verification authorized by HUD. HUD requires KCDC to use the most reliable form of verification that is available and to document in the file the reasons when KCDC uses a lesser form of verification. In order of priority, forms of verification that may be used are

1. Up-front Income Verification (UIV), whenever available
2. Third-Party Written
3. Third-Party Oral
4. Six consecutive check stubs
5. Review of Documents
6. Self-Certification/Declaration

KCDC will allow four (4) weeks for return of third-party verifications and ten (10) business days to obtain other types of verifications before going to the next method.

Verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications must be dated within 60 days of reexamination.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action will be taken against a family until KCDC has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of KCDC.

11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family.

A. **Third-party written verification** will be used to verify information directly with the source. Third-party written verification forms will be sent directly to, and received directly from (via first-class mail), the source and not passed through the hands of the family. However, KCDC may request and receive

directly from the source verifications electronically (fax or e-mail) or hand delivered. The family will be required to sign an authorization for the information source to release the specified information.

B. **Third-Party oral verification** will be used when written third-party verification is delayed or not possible. When third-party oral verification is used (either by contacting source by telephone or in-person visit), staff will be required to note the name of the person contacted and telephone number, the date of the conversation, and the facts provided. If provided by telephone, KCDC will originate the call.

C. **Review of Documents**: When third-party written or oral verification cannot be obtained, or the information has not been verified by the third party within a four-week period of time, KCDC will note in the file why third-party verification is not available and utilize hand-carried documents provided by the applicant/participant family as the primary source if the documents provide complete information. Original documents must be provided by the family and should be dated within 60 days of the interview. Photocopies of the documents will be made and maintained in the file. The chart in the Appendix gives common examples of verifications.

Below is a list of some acceptable family-provided documents:

1. Consecutive and original pay stubs. Six weeks of current pay stubs are requested.
2. Social Security Administration award letter
3. Bank statements
4. Pension benefit statements
5. TANF award letter
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling may be obtained by court ordered documents, verification from Child Support office/Human Services office or a notarized statement from the source of the child/family support.
7. Other official and authentic documents from a Federal, State, or local agency.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, KCDC will utilize the third-party verification.

D. **Self-Certification/Self-Declaration**: When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self certifications must be signed in the presence of a KCDC representative or KCDC notary public and KCDC will document in the file why third-party verification was not available.

E. **Exceptions to third-Party Verification Requirements**: When third-party verification of income, assets, and/or expenses is unavailable, an exception may be made to the third-party verification requirement if:

1. KCDC made at least two documented attempts to obtain third-party verification, with no luck.
2. The source does not have the capability to provide written or oral third-party verification.
3. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third-party verification.

F. **Actions KCDC May Take**:

1. KCDC may exercise any of the following options if the family has not reported accurate income information:

   a. Require repayment agreement up to $2,400 with no more than 24 months to repay.

   b. Revise current and future rent payments

   c. Initiate termination proceedings

2. **Action to be Taken When Tenant Agrees with Discrepancy**:

   An appointment will be scheduled for the family to meet with KCDC staff to discuss the income discrepancy and will be advised of all available options. KCDC will calculate the total amount that should have been paid had the proper information been received by KCDC. If the tenant agrees with the discrepancy, and retroactive charges accessed do not exceed $2,400, the current monthly amount of rent will be corrected and the family will be given the opportunity to sign a repayment agreement for the retro charge owed with up to 24 months to repay. Otherwise, the family's assistance will be terminated. If the amount owed to KCDC exceeds $2,400, the family's assistance may be terminated. The family will be given an opportunity to contest any adverse findings through KCDC's informal hearing process. If the amount owed to KCDC is more that $2,400, the family may have the right to pay the amount down to $2,400 and sign a promissory agreement that must be paid within 24 months. The agreement must be executed before the date of the termination. If a tenant is terminated for failing to pay on the promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good

standing for three (3) years.

3. **Action to be Taken When Tenant Disagrees with Discrepancy**: If the tenant disagrees with the discrepancy, the burden of proof will be placed on the tenant to show why a discrepancy does not exist. When the discrepancy involves wages, the tenant must contact and resolve the issue with the employer. The tenant will be given a reasonable amount of time, but not to exceed 4 weeks, to resolve the matter. If the family can provide proof that the discrepancy is in error, KCDC will document the file and no further action will be taken. If the family does not provide proof that the discrepancy is in error and if retroactive charges accessed exceed $2,400, the family's assistance will be terminated with charges added to their move-out balance. At this time the family will have a right to an informal hearing. If the amount owed to KCDC is more than $2,400, the family may have the right to pay the amount down to $2,400 and sign a promissory agreement that must be paid within 24 month. The agreement must be executed before the date of the termination. If the charges do not exceed $2,400, the current monthly amount of rent will be corrected and the family will be given the opportunity to sign a repayment agreement for a period of not more than 24 months to repay. The family will be given an opportunity to contest any adverse findings through KCDC's informal review/hearing process.

G. **File Documentation**: KCDC will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that KCDC has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached. Applicant/participant records/files will be retained by KCDC for a period of not less than three (3) years.

11.2 VERIFICATION OF MEDICAL EXPENSES

To verify medical expenses, KCDC will attempt third-party verification of medical expenses from appropriate sources. If third-party verification is not available, KCDC will request the tenant to provide documents such as receipts, cancelled checks, or paycheck stubs for verifying medical insurance premiums. Also the tenant will be asked to provide receipts for payments to physicians to verify medical costs. Previous medical bills that have been paid in full **will not** be included.

11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission and prior to a new member joining the resident family.

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

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. KCDC will make a copy of the individual's INS documentation and place the copy in the file. KCDC also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, KCDC will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens, must be listed on a statement of non-eligible members, and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.
Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

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

11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission to the Housing Choice Voucher Program, all family members must have verification of their Social Security Number. If a member of a family indicates they have a Social Security number, but cannot readily verify it, the member must provide a letter from the social security administration or other federal or state government agency. KCDC will allow ten (10) calendar days from the date of application to provide the required documentation. KCDC may allow up to 90 days for a new born baby social security card to be obtained. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. New family members and children must have social security documentation prior to being added to the lease. Verification of the Social Security Number will be obtained only once. If an applicant/participant is 62 years of age or older, a social security card is not required. The verification of the Social Security Number must be the **original** Social Security card.

If the name on the social security card and the picture ID do not match, KCDC will use the social security card name and require proof of the change in name. The proof will be derived from marriage license or other court documentation.

11.5 TIMING OF VERIFICATION

Information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Verification information for tenants must be dated within sixty (60) days of their reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, KCDC will verify and update all information related to family circumstances and level of assistance.

12.0 RENT AND HOUSING ASSISTANCE PAYMENT

12.1 RENT REASONABLENESS

Program regulation requires KCDC to certify that the rent charged to the housing choice tenant is not more than the rent charged for other unassisted comparable units. KCDC will not approve an initial rent (or a rent increase) in any of the tenant-based programs without determining that the rent amount is reasonable. A lease of an unassisted unit may be requested when determining rent reasonableness. Rent Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved, owner must make the request 60 days prior to the end of the lease period which is usually the recertification date. If the rent increase is requested after recertification, the owner may be required to wait until the next recertification date to increase the rent. If owner eligible for a rent increase, only one increase per year is

permitted. KCDC reserves the right to deny an increase in rent based on funding availability;

B. If sixty (60) days before the contract anniversary date there is a 5 percent decrease in the published Fair Market Rent (FMR) as compared to the previous FMR; and

C. If KCDC or HUD directs that reasonableness be redetermined.

12.2 RENT REASONABLENESS COMPARABILITY

Each unit inspected will be certified that the approved contract rent is reasonable in relation to rents charged for comparable units in the private unassisted market. A lease of an unassisted unit may be requested when determining rent reasonableness. Factors taken into account will be:

A. Bedroom Size and

B. Number of Bedrooms

C. Unit Type

D. Square Footage

E. Location

F. Quality Rating by Features (Rent Reasonableness Worksheet)

G. Age

H. Amenities

I. Housing Services

J. Maintenance

K. Utilities provided by the owner

In making a rent reasonableness determination, KCDC will compare the rent for the requested section 8 unit to the rent of comparable non subsidized units in the same or comparable census tracts. KCDC maintains total Quality Rating with a maximum point difference of 15 points when making the final decision on rental value.

Rent Reasonableness Methodology

The KCDC rent reasonableness system is based on unit comparison per the criteria listed above. The system uses a Unit Quality Rating & Rent Reasonableness Worksheet that gives you an overall rating determined by summing the responses to questions about each unit criteria. Based on the number of points derived for each unit, the automated rent

reasonableness system in the computer database then displays low, average and high rents for units of similar size and type within the same market area. KCDC currently requires a minimum of two comparable units in order for the unit to pass the rent reasonableness test. Information on unassisted units are maintained in our automated database and are updated or purged annually.

Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent controlled by local ordinance.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units if the premises include more than 4 units. By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give KCDC information regarding rents charged for other units on the premises. Owners are invited to submit information at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable KCDC to establish a higher rental value market.

12.3 MAXIMUM SUBSIDY

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

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

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project, the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

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

12.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by KCDC at between 90 and 110 percent of the FMR without HUD approval. KCDC will review its determination of the payment standard annually after publication of the FMRs. KCDC will consider vacancy rates and rents in the market area, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having

to pay over 40 percent of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

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

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

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

KCDC may opt to lower payment standards. A lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (e.g., when the owner offers or requires a new lease). For all other voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. KCDC may request HUD to waive this requirement, for good cause.

If Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families.

12.3.2 Area Exception Rents (If Applicable)

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, KCDC may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. KCDC may request one such exception payment standard area or

many. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

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

12.4 ASSISTANCE AND RENT FORMULAS

A. Section 8 Vouchers

1. The payment standard is set by KCDC between 90 percent and 110 percent of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40 percent of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

B. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10 percent of monthly income; or

2. 30 percent of adjusted monthly income; or

3. Minimum rent;

Plus any rent above the payment standard.

C. Minimum Rent.

KCDC has set the minimum rent as **$25** for the Section 8 Housing Choice Voucher Program. If the family requests a hardship exemption, KCDC will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until KCDC can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. ***A hardship*** exists in the following circumstances:

   a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;

   b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

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

   d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;

   e. When a death has occurred in the family.

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

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

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

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

D. Section 8 Preservation Vouchers/Enhanced Vouchers

1. Payment Standard

a. The payment standard for a family that stays in the same unit and receives enhanced voucher assistance will receive a special payment standard:

i. If the gross rent exceeds the PHA's payment standard, the payment standard used to calculate the voucher housing assistance payment is the gross rent of the unit. (New rent to owner plus the applicable PHA utility allowance).

ii. If gross rent is less than PHA's payment standard, the regular payment standard rules apply.

b. If the dwelling unit is in an exception area, KCDC will use the appropriate payment standard for the exception area.

2. HAP equals the gross rent for the unit minus the greatest of:

a. 30% of adjusted monthly income; or

b. 10% of gross monthly income; or

c. Applicable enhanced voucher minimum rent; or

d. Other minimum rent established by the PHA as authorized by Federal Law.

E. Manufactured Home Space Rental: Section 8 Vouchers

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

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

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

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

c. Utility allowance for tenant paid utilities

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

4. HAP equals the lesser of:

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

b. The rent paid for rental of the real property on which the family-owned manufactured home is located.

F. Rent for Families under the Noncitizen Rule

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

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

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

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. KCDC will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, KCDC will provide additional search periods up to the maximum time allowable.

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

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

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

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

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

12.5 UTILITY ALLOWANCE

KCDC maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

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

Utility allowance schedules are reviewed annually and revised if any allowance for a utility category has had a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. Information is maintained supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

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

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

KCDC will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes to the owner each month. The amount of the utility allowance is still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

Tenant-supplied utilities **must be in name of the head of household**, unless a reasonable accommodation must be made for a person with disabilities.

12.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

KCDC pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge KCDC a late payment, agreed to in the Contract and according to generally accepted practices I in the KCDC jurisdiction.

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

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

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of KCDC.

12.7 CHANGE OF OWNERSHIP OR NEW OWNERSHIP

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

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

A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,

B. Tax Identification Number or Social Security Number, and

C. Direct Deposit information.

New Ownership

New owners will be required to execute IRS form W-9. KCDC may withhold the rent payment until the Taxpayer Identification Number is received. The following documents are required from the owner:

A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,

B. Tax Identification Number or Social Security Number, and

C. Direct Deposit information

D. At initial leasing or re-contracts, proof that property taxes are not over one year in arrears.

13.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS

KCDC or (an independent inspection agency), will inspect all units, with the exception of KCDC-owned property, to ensure that they meet Housing Quality Standards (HQS). KCDC-owned properties will be inspected by an independent inspection agency at no charge to the family. No unit will be initially placed on the Section 8 Housing Choice Voucher Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

KCDC or (an independent inspection agency) will use the HUD-52580-A Long Form for inspections with the exception of the following pages: 2, 4, 6, 8, 13, 15, 17, and 20. All of these pages, except page 20, are instructional pages. Page 20 is an optional page. Although the aforementioned pages will be removed from the inspection form, the inspectors will have them in their possession for informational purposes for owners. If an owner chooses to review the inspection form, the inspector will show them the entire inspection form - 52580-A Long Form. The purpose of removing the instructional pages is to make the inspection form more manageable - 12 pages instead of 20 pages.

KCDC or (an independent inspection agency) must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first-class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable KCDC or (an independent inspection agency) to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC or (an independent inspection agency) will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they miss another appointment for inspection, they may lose their assistance.

Owners and families are obligated to sign the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" at each initial lease signing.

13.1 TYPES OF INSPECTIONS

KCDC or an independent inspection group will perform seven types of inspections:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for*

Tenancy Approval. Once inspected, the unit must pass inspection within thirty (30) days.

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

C. Complaint Inspection - An inspection caused by the housing agency receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Quality Control Inspection - Quality Control inspections will be conducted in compliance with SEMAP regulation 985.2, public housing agency quality control sample. The records will be drawn in an unbiased manner and reviewed by a KCDC or an independent inspector's supervisor. The supervisor's reinspected sample will be drawn from recently completed HQS inspections (performed during the last three months preceding reinspection) and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

13.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit according to HQS. Detailed information regarding HQS is included in the participant's Briefing Packet and the Owner's Packet.

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

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

4. KCDC will not make Housing Assistance Payments on a new construction unit without a certificate of occupancy or a certificate of completion for a rehabilitated unit.

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

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

   c. Any member of the household, or a guest, damages the dwelling unit or premises (damage beyond ordinary wear and tear).

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

3. If the family has caused a breach of the HQS, KCDC will take prompt and vigorous action to enforce the family obligations. KCDC may terminate assistance for the family according to 24 CFR 982.552.

13.3 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

KCDC has the following HQS requirements in addition to the minimum standards set by HUD:

A. At least one window screen per room is required unless the unit has central air conditioning, or the room has an air conditioner;

B. All units must have smoke detectors, but apartments and newly constructed units must have the smoke detectors wired to the electrical system. Fire extinguishers are also required in apartments and mobile homes;

C. Written verification from qualified electrical or mechanical personnel if problems are found or suspected;

D. Doors are required for bedroom entrances;

E. All bathroom doors must have locks;

F. Ample closet space must be available in all units;

G. Appliances must be reasonably clean;

H. Painting required if walls are heavily marred or soiled;

I. One dumpster per building for each building containing over four apartments and if refuse disposal facilities are determined inadequate;

J. The heating system must be capable of maintaining a minimum of 70° F during cold weather;

K. Storm door, if present, must be in good condition (closer, handles, glass, screen);

L. Storm windows cannot be used as primary windows and must have at least a screen and glass or two of either or remove;

M. No bars on at least one window per room if bars are present and there is no other egress;

N. Minimum bedroom size of 70 square feet (7x10);

O. Hand rails minimum of 34 inches high;

P. Guard rails on open side of steps over 30 inches.

Q. Vent-free heaters are allowed only in non-sleeping rooms, and the tenant must sign a *Vent Free or Ventless Agreement*.

13.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

KCDC, or (an independent inspection agency), will conduct an initial inspection of the unit within a reasonable period after the family submits a *Request for Tenancy Approval* and the owner and family indicate the unit is ready for inspection. The owner and participant will be notified of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify KCDC or the (independent inspection agency), to schedule a re-inspection when the repairs have been properly completed. Once the unit passes the inspection, KCDC or the (independent inspection agency) will notify the owner and participant of the results.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). If the unit fails HQS, the owner and the participant will be advised to notify KCDC (or the independent inspection agency) to reschedule a re-inspection when the repairs have been properly completed.

If the owner fails to correct the items that failed HQS after proper notification has been given, KCDC will abate payment and terminate the contract.

If KCDC abates the payment and terminates the contract, the owner cannot rent the unit to the same tenant or a new tenant until the HQS violation has been corrected.

If the participant fails to correct the HQS failed items that are family caused after proper notification has been given, KCDC will terminate assistance for the family.

C. Timeframes for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Refrigerator, range and oven, or a major plumbing fixture supplied by the owner that is not serviceable must be abated within 72 hours.
3. Extermination of rodent infestation must be done within 72 hours.

4. Non-emergency items must be completed within thirty (30) days of the initial inspection.

D. Extensions

At the sole discretion of KCDC, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith

effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, KCDC will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. Owners and tenants must call to ask for extensions or extensions will not be granted.

13.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. Owner-provided utilities

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

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

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

H. Electrical outlet smoking or sparking

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

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

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

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

M. When there is not at least one working smoke alarm on each floor.

13.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

For tenant-caused HQS deficiencies, the owner will not be held accountable, and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, KCDC will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

14.0 RECERTIFICATION

14.0.1 Changes in Lease or Rent

If the participant and owner agree to any changes in the lease after the initial lease term (1 year), the owner must make the request 60 days prior to the end of the lease period which is usually the recertification date. The lease, including any changes, must be according to this Administrative Plan. Owners must notify KCDC and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect (recertification date). If the owner is eligible for a rent increase, only one increase per year will be permitted. If the rent increase is requested after recertification, the owner may be required to wait until the next recertification date to increase the rent. Any such changes are subject to KCDC determining them to be reasonable. KCDC reserves the right to deny rent increases to landlords based on funding availability. Assistance shall not be continued unless KCDC has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

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

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

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

14.1 ANNUAL REEXAMINATION

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

KCDC will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment.

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

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

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

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

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

14.1.2 Missed Appointments

If the family misses the scheduled recertification appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family contacts KCDC to dispute the termination, one more chance may be given and the family will be obligated to sign a statement of understanding stating if they miss another appointment for recertification, they may lose their assistance.

14.2 INTERIM REEXAMINATIONS

Interim reexamination of the tenant's portion of rent will be made at the request of the tenant due to changes in family income or other relative circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. Once a family requests a rent change that results in a reduction in the tenant portion of rent, the family may be reclassified as a Special Reporter as defined in Section 13.2.1 and all subsequent changes occurring prior to the next annual recertification must be reported to KCDC within ten (10) days of occurrence. KCDC will adjust the Housing Assistance Payments according to these verified changes. At each interim, when there is a reduction in income, KCDC will access the EIV system to run the New Hires Report.

Tenants are required to report all changes in family composition at the time of occurrence, even if the tenant portion of rent is not affected. When warranted, adjustments will be according to regulations. If the unit size is affected by the change in family composition, a voucher for the appropriate size unit will be issued at the time of the annual recertification.

During an interim reexamination, only the information affected by the changes reported will be reviewed and verified. KCDC will not re-verify the income of other family members.

Any increase in family income due to employment must be from employment lasting more than thirty (30) days.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations unless they are on special reporting as defined in Section 13.2.1.

Families are required to report the following changes to KCDC between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

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

C. Family breakup

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

1. To whom the voucher was issued.

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

3. In regards to custody of the child when there is a family split, the person who receives residential custody will be the person considered to have custody of the child when determining voucher size.

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

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

6. In regards to the death of a participant – HAP will cease at the end of the month that the Head of House deceased. If there are minor children in the house, the voucher may be obtained by an eligible guardian of the minors or if there is another adult on the lease, the voucher may be obtained by the adult, except in the case of live in aide. The live in aide can not obtain the voucher to remain in the unit.

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

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

KCDC will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 15.3.

To add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their original Social Security card within ten (10) days and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. KCDC will determine the eligibility of the new member before allowing the person(s) to be added to the lease. The person will not be added until the eligibility is determined and the original social security card is obtained. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, KCDC will grant approval to add their name to the lease. The tenant must provide documentation from the owner that the person to be added can be added to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be according to paragraph below 13.2.2.

D. Earned Income Disallowance families: Tenants whose disabled family member's income is being disallowed under the Earned Income Disallowance provision must attend an interim recertification at the end of the 12 cumulative month's 100% disallowance and again at the end of the next 12 cumulative month's 50% disallowance.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, KCDC may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. Upon such request, KCDC will take timely action to process the interim reexamination and recalculate the family share.

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change timely, the change will be effective the first of the month after the rent amount is determined. KCDC will run a New Hires report from EIV system any time there is a request for a reduction in rent.

14.2.3 Retroactive Charges

Retroactive charges will be assessed in all cases where the proper rent or monthly payment has not been charged for whatever reason, except KCDC error. Retroactive charges shall be assessed for the total amount that should have been paid had the proper information been received by KCDC and/or the proper rent or monthly payment charges made. The tenant may be terminated from the program in cases of misrepresentation. If the amount of the retroactive charge is more than $2,400, a repayment agreement will not be executed and the tenant may be terminated. In cases of termination, a tenant will have a right to an informal hearing. At this time, they can agree to pay down to $2,400 and sign a promissory agreement to pay the remaining $2,400. The remaining amount must be paid within 24 months. Anyone with charges of $2,400 or less may be allowed to enter into an agreement to pay and, depending upon the amount owed, may have up to 24 months to pay. Failure to enter into the agreement will result in termination of assistance. If a tenant acquires a third backcharge for failing to report income, it is an automatic termination from the Section 8 Voucher program. No hearing will be permitted for opposition to the termination for repeated backcharges. If a tenant is terminated for failing to sign or pay on a promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing

for three (3) years.

If a family's income wasn't reported and the unreported income would have caused KCDC to stop Housing Assistance Payments and the family to pay all their own rent for six months, KCDC will calculate the rent, calculate a backcharge and terminate assistance after a 30 day notice since the HAP should have stopped six months after the last housing assistance payment to the owner.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY KCDC

KCDC may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

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

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

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

D. If any family member has ever been evicted from public housing;

E. If KCDC has ever terminated assistance under the Voucher Program for any family member;

F. If any family member or guest of the resident as well as any person under the resident's control commits or engages in drug-related or violent criminal activity on or near the premises; has weapons or illegal drugs seized by a law enforcement officer; or manufactures methamphetamine on the premises;

G. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

H. If the family currently owes rent or other amounts to KCDC or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act;

I. If the family has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

J. If the family breaches an agreement with KCDC to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency. (KCDC, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency.

K. If a family participating in the Family Self-Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation;

L. If the family has engaged in or threatened abusive or violent behavior toward housing agency personnel;

M. If any household member is registered under a sex offender registration program;

N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by KCDC to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

O. A family will be terminated if the family commits any serious or repeated violation of the lease. A family who causes $500 in damages to a unit or commits any serious or repeated violations of the lease will be terminated from the Section 8 Housing Choice Voucher Program and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or without eviction for any serious or repeated violations of a lease to establish eligibility for KCDC assisted housing. The proof of the $500 in damages will be derived from court documentation provided by the property owner. The damage documentation must be provided to KCDC within 30 days of move-out. During court negotiations, the family's assistance will not be terminated. If the final outcome determines the family owes more than $500 in damages, the family assistance will be terminated.

If the family receives an agreement through court proceedings to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of the default, the assistance will be terminated at that time.

If no court negotiations are necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be

terminated; however, if the family defaults on the repay agreement and the owner can provide documentation of the default, the family assistance will terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent, the family assistance will not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the Owner provides documentation of default, the assistance will be terminated at that time. The family will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

P. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

Q. **Misrepresentation:** If, at any time, KCDC learns that a tenant made any misrepresentation to be eligible for assistance, the tenant's assistance may be terminated even though the tenant's current status may be eligible. A tenant's misrepresentation that results in a lower portion of tenant rent than should have been paid will result in the tenant being required to pay the difference between that amount and the amount that should have been paid. In justifiable cases, KCDC may take such action as it deems reasonable.

15.1 VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

In accordance with the Violence Against Women Act (VAWA), KCDC will not terminate a tenant's assistance who is a certified victim of an actual or threatened incident of domestic abuse as defined by the Act. Also, KCDC will not terminate a tenant's assistance who is a certified victim for criminal activity that is directly related to domestic abuse. KCDC may terminate a tenant's assistance who is a victim if there is an actual and immediate threat of harm to others or for other lease violations not based on domestic abuse.

KCDC will give a tenant 14 business days after written request to certify victim status either by (1) completing and submitting to KCDC HUD certification form 50066 (which is available at the rental office); or (2) providing KCDC with

documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State or local police or court record.

Definitions as used in this Policy:

A. ***Domestic Violence*** – 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 cohabiting with or has cohabited 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 jurisdiction 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."

B. ***Dating Violence*** – Means violence committed by a person,

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2. 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.

C. ***Stalking*** – Means:

1. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (b) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

2. 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:

   a. That person;

   b. A member of the immediate family of that person; or

   c. The spouse or intimate partner of that person.

D. ***Immediate Family Member*** - Means, with respect to a person:

1. A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
2. Any other person living in the household of that person and related to that person by blood or marriage.

E. ***Perpetrator*** – Means person who commits an act of domestic violence, dating violence or stalking against a victim.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.*1* *COMPLAINTS*

KCDC will investigate and respond to complaints by participant families, owners, and the public. KCDC may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

If a family has an HQS complaint, they must call the owner. For nonemergencies, the family should send the complaint in writing to the owner and KCDC.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

KCDC will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for KCDC's decision. The notice will state that the applicant may request an informal review within ten (10) business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is Not Required

KCDC will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under KCDC subsidy standards.

2. A KCDC determination not to approve an extension or suspension of a voucher term.

3. A KCDC determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A KCDC determination that a unit selected by the applicant is not in compliance with HQS.

5. A KCDC determination that the unit is not according to HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by KCDC.

C. Informal Review Process

KCDC will give an applicant an opportunity for an informal review of KCDC decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by KCDC other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to KCDC's decision.

3. KCDC will notify the applicant of KCDC's decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that KCDC provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance* or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance* or of the INS appeal decision to request the review.

E. Informal Review Procedures for Denial of Assistance on the Basis of Drug Activity. In determining whether to provide assistance, KCDC will consider verifiable evidence of whether the household member(s):

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. KCDC will give a participant family an opportunity for an informal hearing to consider whether the following KCDC decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and KCDC policies:

   a. A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from KCDC's utility allowance schedule;

   c. A determination of the family unit size under KCDC subsidy standards;

   d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under KCDC subsidy standards, or KCDC determination to deny the family's request for an exception from the standards;

   e. A determination to terminate assistance for a participant family because of the family's action or failure to act;

   f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under KCDC policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, KCDC will give the opportunity for an informal hearing before KCDC terminates HAPs for the family under an outstanding HAP contract.

B. When a Hearing is Not Required

KCDC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by KCDC;

2. General policy issues or class grievances;

3. Establishment of KCDC's schedule of utility allowances for families in the program;

4. A KCDC determination not to approve an extension or suspension of a voucher term;

5. A KCDC determination not to approve a unit or lease;

6. A KCDC determination that an assisted unit is not in compliance with HQS. (However, KCDC will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.);

7. A KCDC determination that the unit is not according to HQS because of the family size;

8. A determination by KCDC to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.(B)(1)(a)(b), and (c) of this Section, KCDC will notify the family that the family may ask for an explanation of the basis of KCDC's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16. (B) (3) of this Section, KCDC will give the family prompt written notice that the family may request a hearing within ten (10) business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification.

D. Hearing Procedures

KCDC and participants will adhere to the following procedures:

1. Discovery

a. The family will be given the opportunity to examine before the hearing any KCDC documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If KCDC does not make the document(s) available for examination on request of the family, KCDC may not rely on the document at the hearing.

b. KCDC will be given the opportunity to examine, at KCDC's offices before the hearing, any family documents that are directly relevant to the hearing. KCDC will be allowed to copy any such document at KCDC's expense. If the family does not make the document(s) available for examination on request of KCDC, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing according to KCDC hearing procedures.

4. Evidence

KCDC and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered

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

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

KCDC is not bound by a hearing decision:

a. Concerning a matter for which KCDC is not required to provide an opportunity for an informal hearing under this Section or that otherwise exceeds the authority of the person conducting the hearing under KCDC hearing procedures.

b. Contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.

c. If KCDC determines that it is not bound by a hearing decision, KCDC will notify the family within 14 calendar days of the determination and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, KCDC may consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

KCDC may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. KCDC may permit the other members of a participant family to continue receiving assistance.

If KCDC seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KCDC provides notice to the family of KCDC's decision to deny or terminate assistance. If violation was older than one year, assistance may not be terminated but will be addressed on a case by case

basis. In determining whether to terminate assistance for these reasons KCDC will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that KCDC provide for an informal hearing after the family has notification of the INS decision on appeal or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance* or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance* or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date, and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by KCDC. Under some circumstances the contract automatically terminates.

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and the tenant prior to recertification date that it is determined there is insufficient funding to continue the HAP contract. The following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. KCDC will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to KCDC after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason, such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give KCDC a copy of any owner eviction notice to the tenant at the same time the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By Mutual Agreement

The family and the owner may at any time mutually agree to terminate for extraordinary circumstances. The extraordinary circumstances must be approved by a supervisor.

B. Termination of the Contract

1. Automatic termination of the contract

a. If KCDC terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. 180 calendar days after the last housing assistance payment to the owner.

d. HAP terminates the month the tenant becomes deceased.

2. Termination of the contract by the owner

The owner may only terminate tenancy according to the lease and state and local law.

3. Termination of the HAP contract by KCDC

KCDC may terminate the HAP contract because:

a. KCDC has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the regular Housing Choice Voucher Program.

d. When the family breaks up and KCDC determines that the family members who move from the unit will continue to receive the assistance.

e. The owner has breached the contract in any of the following ways:

   i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to HQS;

   ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;

   iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

   iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

   v. If the owner has engaged in drug-related criminal activity trafficking or any violent criminal activity.

   vi. Failure of an owner to report a deceased tenant is a breach of the HAP contract.

   vii. If KCDC finds at an initial lease or recontract of the unit that the owner is more than one year in arrears on his/her state or local property taxes.

f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

g. KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and the tenant at the recertification date that it is determined there is insufficient funding to continue the HAP contract. If Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. KCDC will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, KCDC will continue to make payments until the owner obtains a judgment or the family moves out. The owner must file a detainer warrant within five (5) days of the move-out date stated in the eviction notice.

5. Abandonment

If the tenant abandons the unit, the owner will keep the housing assistance payment for the month the tenant abandons. The family will not be responsible to repay the housing assistance payment for the month of abandonment. The tenant will receive a termination of assistance letter. If the tenant wants to reapply for housing, they must prove they have lived in a property for two years in good standing and without abandoning a property.

18.0 OPERATING RESERVE EXPENDITURES

Expenditures from the Operating Reserve Account for purposes other than Section 8 Housing Choice Voucher Program operation will require specific Board approval for individual expenditures exceeding $25,000.

19.0 KCDC-OWNED HOUSING

Units owned by KCDC and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. To comply with federal regulation, KCDC will make available through the briefing process both orally and in writing the availability of KCDC-owned units (notification will also include other

properties owned/managed by the private sector available to Housing Choice Voucher holders).

20.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after August 12, 1999, KCDC entered into a HAP contract for a tenancy only under the voucher program and did not enter into a new HAP contract for a tenancy under the certificate program.

B. Voucher Tenancy

If KCDC had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and is subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment according to 24 CFR 982.505.

C. Regular Certificate Tenancy

KCDC terminated program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminated automatically. KCDC gave at least 120 days written notice of such termination to the family and the owner, and KCDC offered the family the opportunity for continued tenant-based assistance under the voucher program.

21.0 DOCUMENT AUTHORITY

Requirements and procedures set forth in this document are applicable to the Section 8 Tenant-Based and Project Based Voucher programs administered by KCDC as specified herein. All the terms and conditions of this document shall be governed by the United States Housing Act of 1937, as amended; the Department of Housing and Urban Development's (HUD) Section 8 Regulations (Code of Federal Regulation 24); the Tennessee Uniform Residential Landlord and Tenant Act, where applicable, as well as all applicable federal, state and local laws. This document is automatically superseded by any applicable change in these laws and will be revised periodically to reflect such changes.

22.0 EMPLOYEE CODE OF CONDUCT

All employees of KCDC must abide by the KCDC employee Code of Conduct that is a supporting document to KCDC's Public Housing Agency Plan and is available in each KCDC location. The code of conduct is also available on the KCDC intranet and in each supervisor's office for each employee to view.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing agency stops billing the initial housing agency for assistance on behalf of a porting family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to KCDC for the administration of the program.

Administrative Plan: The plan that describes housing agency policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly or disabled families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of KCDC.

Amortization Payment: In a manufactured home space rental or the Section 8 Home Ownership Program: The monthly debt service payment by the family to amortize the purchase price of the home.

Annual Contributions Contract (ACC): The written contract between HUD and a housing agency under which HUD agrees to provide funding for a program under the 1937 Act, and KCDC agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

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

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

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annualization of Income: If is is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or KCDC believes that past income is the best available indicator of expected future income, KCDC may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period. (24 CFR 5.611)

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family to lease a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and KCDC.

Certificate: A document issued by a housing agency to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing agency approval of a unit selected by the family. The certificate also states the obligations of the family under the program. The Certificate Program ended August 12, 1999.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing agency is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Debts Owed to PHA's and Termination Report: National Repository of families that owe debt to any PHA nationwide; and/or left a PHA program under negative circumstances.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic Self-sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household managment, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Employee Code of Conduct: Ethical and other conduct standards and responsibilities KCDC employees are to abide by to assure the proper performance of KCDC business and maintenance of confidence by the public in KCDC.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the state SSI benefit level.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.*)*.

Fair market rent (FMR): The rent, including the cost of utilities (except telephone and cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;

c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: Includes all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Self-Sufficiency Program (FSS program): The program established by a housing agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family rent to owner: The portion of rent to owner paid by the family.

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by KCDC under KCDC's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process, and, at the option of KCDC, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, KCDC may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: Includes all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing agency, which includes (1) a payment to the owner for rent under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.
Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 Housing Choice Voucher Program.

Housing voucher: A document issued by a housing agency to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing agency approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Agency: In portability, both: (1) a housing agency that originally selected a family that later decides to move out of the jurisdiction of the selecting housing agency; and (2) a housing agency that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing agency.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrants such a reexamination.

Jurisdiction: The area in which KCDC has authority under state and local law to administer the program.

Lease: A written agreement between an owner and tenant for leasing a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and KCDC.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family.

After submitting a completed *Reasonable Accommodation Request Form,* staff will verify information with a medical professional, screen and add the live-in aide to the lease, and will disallow the income of the live-in aide if the medical professional determines a live-in aide is needed full time. If the medical professional determines the tenant needs a part-time live-in aide, a part time live in aide does not meet the definition of live-in aide since 982.420 (7) implies live in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act]*

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums and, when applicable, discounts received under a Medicare-approved discount drug card, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly adjusted income: One twelfth of adjusted income (see definition for adjusted income).

Monthly income: One twelfth of annual income.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

c. In determining net family assets, housing agencies or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that KCDC establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to KCDC's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by KCDC for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, KCDC sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, ***or***
   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long, continued, and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

   Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

   (2) is manifested before the person attains age 22;

   (3) is likely to continue indefinitely;

   (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

   (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

   This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependency.

d. An individual who has a 51% or higher disability with a VA pension qualifies as a disabled person.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing agency.

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

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Project Based Voucher: Under a project based voucher program, subject to compliance with the PBV program, KCDC may take a certain percentage of its tenant based voucher program budget authority and attach the funding to specific units rather than using it for tenant based assistance.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Agency: In portability, a housing agency that receives a family selected for participation in the tenant-based program of another housing agency. The receiving housing agency issues a voucher and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting, and anchoring the manufactured home.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Special admission: Admission of an applicant that is not on KCDC's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperative (including mutual housing) home ownership option (if applicable), and manufactured homes (including manufactured home space rentals).

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards: Standards established by a housing agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by KCDC, from the time when the family submits a request for housing agency approval to lease a unit, until the time when KCDC approves or denies the request (also referred to as tolling).

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

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

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

c. Minimum rent; or

d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted according to the family's

actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments that is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Upfront Income Verification: KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to the following:

Enterprise Income Verification (EIV) System – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Utility allowance: If the cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical, and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner.

VAWA: Violence Against Women Act

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.;

(2) Documentation, such as a copy of a birth certificate or bank statement;

(3) Family certification or declaration (only used when third-party or documentation verification is not available).

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing agency to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and procedures for housing agency approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with designated search time.

Waiting list admission: An admission from KCDC's waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state, or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-to-Work (WTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

APPENDIX

TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to be Verified	**Third-Party Verification**	**Hand-Carried Verification**
General Eligibility Items		
Social Security Number	Letter from Social Security Administration, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligibility immigration status	INS SAVE confirmation number	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full-time student status (if over 18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other medical professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
Certificates of Deposit (CD), bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Verification Requirements for Individual Items		
Item to be Verified	**Third-Party Verification**	**Hand-Carried Verification**
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper, or through

		Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Employer Report/electronic reports	Multiple pay stubs when tenant disagrees with UIV
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized statement from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, notarized statement from source, letter from Child Support Office/Human Services office	Child support record of deposits , divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports (computer matching) from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating whether • Enrolled • Training is HUD approved • State or local program • It is employment training • Payments are for out-of-pocket expenses incurred to participate in a program	N/A

KCDC
Knoxville's Community Development Corporation

The AMERICAN Dream of Home Ownership

Knoxville's Community Development Corporation
Section 8 Home Ownership Program
Changes in Administrative Plan
2011

On Page 9, 3.F. **Family Participation Requirement**, **Compliance with Family Obligations**: Added statement - the family must have an automatic draft in place from Homeowner's checking account to mortgage lender's hap account to pay monthly mortgage payments.

Knoxville's Community Development Corporation

Housing Choice Voucher Program

Home Ownership Program

Administrative Plan

2011

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SECTION 8 HOME OWNERSHIP PROGRAM

1. GENERAL PROVISIONS.

The Section 8 Home Ownership Program of Knoxville's Community Development Corporation (KCDC) permits eligible participants in the Section 8 Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting. The home ownership option is limited to five percent (5%) of the total Section 8 voucher program administered by KCDC in any fiscal year, provided that disabled families shall not be subject to the 5% limit.

Eligible applicants for the Section 8 Home Ownership Program must have completed an initial Section 8 lease term, may not owe KCDC or any other Housing Agency an outstanding debt, and must meet the eligibility criteria set forth herein.

Section 8 home ownership assistance may be used to purchase the following type of homes within the city of Knoxville: existing or under construction single-family home, condominium, cooperatives, manufactured homes, or units not yet under construction at the time the family contracts to purchase the home and contingent upon approval of the environmental review report completed by the responsible entity or HUD prior to commencement of construction. KCDC also will permit portability of Section 8 home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 Home Ownership Program for which the Section 8 home ownership applicant qualifies or authorizes KCDC to administer the home ownership assistance in their jurisdiction if funding is available. KCDC will also permit incoming portability provided the Section 8 voucher program is not at capacity and if funding is available. If it is at capacity, the family porting in would be placed on a waiting list. If no funding is available, the initial housing agency must allow KCDC to bill the initial housing agency.

KCDC will maintain a list of those participants who call the Section 8 Home Ownership Program office and who are interested in and appear eligible for the program. ***Once an applicant has been screened and determined qualified for the program, the trainer/counselor will provide them with the time, date, and place of mandatory Financial Fitness Classes and have them complete an intake form for credit counseling offered by a credit counseling agency.***

Once the participant has completed the Financial Fitness Classes and credit counseling, the participant will be considered either short term or long term as determined by their credit scores. Participants will work toward improving credit scores and establishing a savings account to acquire the 1% contribution the home buyer must use toward the purchase of a home.

2. FAMILY ELIGIBILITY REQUIREMENTS.

Participation in the Section 8 Home Ownership Program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 Housing Choice Voucher Program as set forth in KCDC's Administrative Plan. Such Section 8 family also must be "eligible" to participate in the Section 8 Home Ownership Program. The additional eligibility requirements for participation in KCDC's Section 8 Home Ownership Program include that the family must: (A) be a first-time homeowner or have a member who is a person with disabilities; (B) with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "welfare assistance" sources; (C) with the exception of elderly and disabled households, meet the requisite employment criteria; (D) have completed an initial lease term in the Section 8 Housing Choice Voucher Program; (E) have fully repaid any outstanding debt owed to KCDC or any other Housing Agency; (F) not defaulted on a mortgage securing debt to purchase a home under the home ownership option; and (G) not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance.

A. First-Time Homeowner.

Each Section 8 family must be a first-time homeowner except for a disabled person requiring home ownership assistance as a reasonable accommodation. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 home ownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest." A member of a cooperative (as defined in § 982.4) also qualifies as a "first time homeowner."

B. Minimum Income Requirement.

(1) Amount of Income.

At the time the family begins receiving home ownership assistance, the head of household, spouse, and/or other adult household members who will own the home, must have a gross annual

income at least an amount equal to 2000 hours of annual full-time work at the federal minimum wage. Full-time work is defined as working at least an average of 30 hours per week.

The minimum income for a disabled person can be equal to the monthly Federal Supplemental Security Income benefit multiplied by 12 providing the individual is living alone or paying his or her share of food and housing costs.

(2) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, KCDC will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI") that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the home ownership program. It does not affect the determination of income-eligibility for admission to the Section 8 Housing Choice Voucher Program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

C. Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. KCDC will examine the cause of interruption(s) in employment and the success of self-employment during the previous 12 months and determine on a case-by-case basis whether such interruptions are justified and self-employment is a reliable source of income. In order to reasonably accommodate a family's participation in the program, KCDC will exempt families that include a person with disabilities and elderly from this requirement.

D. Completion of Initial Lease Term.

Applicants for and new participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 Home Ownership Program until completion of an initial Section 8 lease term and the participant's first annual recertification in the Section 8 Housing Choice Voucher Program. Section 8 participants that have completed an initial lease term in another jurisdiction may be able participate in the Section 8 Home Ownership Program.

E. Repayment of Any Housing Agency Debts.

Participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 Home Ownership Program in the event any debt or portion of a debt remains owed to KCDC or any other Housing Agency. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 Home Ownership Program.

F. Additional Eligibility Factors.

(1) Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Section 2. C. above. In the case of an elderly or disabled family, KCDC will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 Home Ownership Program.

(2) Preference for Participation in FSS Program.

Participants in KCDC's Section 8 Family Self-Sufficiency program shall have a preference for participation in the home ownership program.

(3) Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who will execute the contract of sale and mortgage and loan documents has previously defaulted on a mortgage obtained through the Section 8 Home Ownership Program, the family will be ineligible to participate in the home ownership program.

3. FAMILY PARTICIPATION REQUIREMENTS.

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements: (A) complete a home ownership counseling program approved by KCDC and open to any person regardless of race, color, origin, religion, sex, familial status, and handicap prior to commencement of home ownership assistance; (B) within a specified time, locate the home it proposes to purchase; (C) submit a sales agreement containing specific components to KCDC for approval; (D) allow KCDC to inspect the proposed home ownership dwelling to assure that the dwelling meets appropriate housing quality standards; (E) obtain an independent home inspection covering major building systems; (F) obtain KCDC approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and (G) enter into a written agreement with KCDC to comply with all of its obligations under the Section 8 program.

A. Home Ownership Counseling Program.

A family's participation in the home ownership program is conditioned on the family attending and successfully completing a minimum of eight hours of home ownership and housing counseling provided or approved by KCDC prior to commencement of home ownership assistance. If a family sells one home and purchases another one in the same jurisdiction, KCDC may require home ownership counseling. The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. KCDC may require any or all participating family members to participate in a KCDC-approved home ownership counseling program on a continuing basis as a condition of continued assistance in the home ownership program.

The prepurchase home ownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; fair housing; negotiating purchase price; information about the Real Estate Settlement Procedures Act (RESPA), truth-in-lending laws and avoiding predatory lenders; securing mortgage financing; finding a home; and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families.

B. Locating and Purchasing a Home.

(1) Locating a Home

When KCDC determines the family is mortgage ready, a family shall have sixty (60) days to locate a home to purchase in an area of the participant's choice. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to KCDC. For good cause, KCDC may extend a Section 8 family's time to locate the home for two additional thirty-(30) day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by KCDC, their Section 8 rental assistance through the Section 8 Housing Choice Voucher Program shall continue.

(2) Type of Home.

A family approved for Section 8 home ownership assistance may purchase the following type of homes within the city of Knoxville: units not yet under construction at the time the family contracts to purchase the home, a home that is existing or under construction, a single-family home, a condominium, a cooperative, or a manufactured home to be situated on a privately owned lot or on a site that can be leased for a period of at least forty years and the

home must be on a permanent foundation. Units not yet under construction at the time the family contracts to purchase are contingent upon approval of an environmental review report completed by the responsible entity required under 24 CFR part 58 or by HUD requirements under 24 CFR part 50 prior to the commencement of construction. KCDC will consider a unit "under construction" if the footers have been poured at the time the family signs the contract to purchase. The family also may purchase a home in a jurisdiction other than the city of Knoxville, provided the Housing Agency in the receiving jurisdiction operates a Section 8 Home Ownership Program for which the Section 8 home ownership applicant qualifies and administers the home ownership assistance in their jurisdiction. A family's participation in the Section 8 Home Ownership Program will be subject to the Section 8 and policies of the receiving jurisdiction.

(3) Bedroom Size.

KCDC may increase the payment standard for homeowners up to one bedroom size if a participant chooses to purchase a unit in an area that does not have the voucher size the participant holds. For example, if a participant has a two-bedroom voucher and wants to buy in a subdivision/area that offers nothing less than three-bedroom units, KCDC can increase the voucher to the higher bedroom size.

(4) Purchasing a Home.

KCDC will permit the family 60 days to locate a home. The sixty days begins when KCDC determines the family is mortgage ready. If the family does not locate a home within 60 days, for good cause, KCDC will allow two extensions of 30 days each. Once a home is located and the family signs a sales agreement approved by KCDC, the family shall close the mortgage as agreed in the sales contract.

(5) Failure to Complete Purchase.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by KCDC, KCDC shall continue the family's participation in the Section 8 Housing Choice Voucher Program. The family may not re-apply for the Section 8 Home Ownership Program until they have completed an additional year of participation in the Section 8 Housing Choice Voucher Program following the initial determination of their eligibility for the home ownership option.

(6) Lease-Purchase

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the Housing Choice Voucher Program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase-related expenses – a "home ownership premium." Any "home ownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from KCDC's rent reasonableness determination and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must notify the Home Ownership Trainer/Counselor at KCDC and apply for the home ownership option. If determined eligible for home ownership assistance, the family may be admitted to the home ownership program and must meet all the requirements of these policies.

(7) While participating in the Section 8 Home Ownership Program, families may not move more often than one time per year. A participant may purchase another home providing no default exists, but the first home must be sold and the loan closed and the second home must be purchased and the loan closed before housing assistance payments can be made on the second home.

C. Sales Agreement.

The family must provide to KCDC the offer to purchase or sales agreement including a contingency that KCDC approve the sales contract. The sales agreement must provide for a Housing Quality Standards inspection by KCDC and the independent home inspection referred to in Section 3(D) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to KCDC. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs without approval by KCDC. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by KCDC pursuant to Section 3(E). The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

D. Independent Initial Inspection Conducted.

To assure the home complies with the housing quality standards of the Section 8 Home Ownership Program, home ownership assistance payments may not commence until KCDC first inspects the home. KCDC reserves the right to inspect the home during the time a homeowner is receiving housing assistance payments. A professional selected by the family also must complete an independent home inspection of existing homes covering major building systems. The independent home inspector

must be a member of the American Society of Home Inspectors (ASHI) or a State of Tennessee licensed contractor and may not be a KCDC employee or contractor or other person under the control of KCDC. KCDC will not pay for the independent home inspection. A copy of the independent home inspection report must be provided to KCDC. KCDC may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards.

E. Financing Requirements.

The purchaser must pay a minimum down payment of 3% of the sales price, with at least 1% to be paid from the family's personal resources. The proposed financing terms must be submitted to and approved by KCDC prior to close of the loan. KCDC shall determine the affordability of the family's proposed financing. In making such determination, KCDC may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses and the like. Certain types of financing, including but not limited to balloon payment mortgages and variable rate mortgages, are prohibited and will not be approved by KCDC. KCDC shall consider seller-financed mortgages on a case-by-case basis. If a mortgage is not FHA-insured, KCDC will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, Tennessee Housing Development Agency (THDA), the Federal Home Loan Bank, or other private lending institution.

F. Compliance with Family Obligations.

A family must agree, in writing, to comply with all family obligations under the Section 8 Housing Choice Voucher Program and KCDC's home ownership policies. These obligations include (1) attending ongoing home ownership counseling, as specified by KCDC; (2) complying with the mortgage terms; (3) notifying KCDC if family decides to sell or transfer the home while receiving home ownership assistance payments, (4) not refinancing or adding debt secured by the home without prior approval by KCDC; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; (6) supplying all required information to KCDC, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default; **and (7) having an automatic draft in place from homeowner's checking account to mortgage lender's HAP account to pay monthly mortgage payment.** KCDC's Home Ownership Family Obligation policies are set forth in Appendix A.

G. Compliance Lien

Upon purchase of a home, the family must execute documentation as required by HUD and KCDC. Moving to another home in the same PHA

jurisdiction, as well as buying another home in another PHA jurisdiction, is permitted with continued use of home ownership assistance.

4. AMOUNT OF ASSISTANCE.

The amount of the monthly assistance payment will be based on three factors: the voucher payment standard for which the family is eligible; the monthly home ownership expense; and the family's household income. KCDC will pay the lower of either the payment standard minus the tenant share or the family's monthly home ownership expenses minus the tenant share. The Section 8 family will pay the difference.

A. Determining the Payment Standard.

The voucher payment standard is the fixed amount that HUD annually establishes as the "fair market" rent for a unit of a particular size located within the KCDC jurisdiction. In the home ownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. KCDC will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, or increase the voucher by one bedroom size where warranted as a reasonable accommodation for a family that includes a person with disabilities. If the area where the family desires to purchase dictates a larger bedroom size than the family is eligible to receive, KCDC may increase the payment standard by one bedroom size.

B. Determining the Monthly Home Ownership Expense.

Monthly home ownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowners insurance; maintenance expenses per KCDC allowance; costs of major repairs and replacements per KCDC allowance (replacement reserves); utility allowance per KCDC's schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any. Home ownership expenses for a cooperative member may only include KCDC-approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; principal and

interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt; homeowners insurance; the allowances for maintenance expenses, major repairs and replacements and utilities; and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible.

C. Determining the Tenant Share

The Tenant Share of rent is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance), will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

D. Home Ownership Assistance Options

KCDC may offer two types of home ownership assistance. The family may choose to receive monthly home ownership assistance payments described in the previous pages of this administration plan or, when HUD announces in the Federal Register that funds are available, receive a single down payment assistance grant. The grant may not exceed twelve times the difference between the payment standard and the total tenant payment. The grant will be paid in one lump sum to the lender at closing. At that time, the family would relinquish the Section 8 voucher. A family can revert to renting after 18 months of receiving the lump sum payment.

The down payment assistance grant must be applied to the down payment and/or closing cost. Reasonable and customary closing costs are estimated at 4-5% of the total of all the loan amounts (first, second, etc. mortgages) and include but are not limited to loan origination fee, appraisal fee, credit report, tax service fee, mortgage insurance (MPI/PMI), home inspection fee, title insurance, and flood zone determination.

If a family member was an adult when the family used one form of home ownership assistance, that person cannot use the other form at any PHA. A PHA may not provide home ownership assistance if any member was an adult member of a family at the time such family received assistance under the home ownership option and defaulted on the mortgage securing purchase of the home.

E. Payment to Lender.

KCDC will provide the lender with notice of the amount of the homeownership assistance payment prior to close of the loan and will pay KCDC's contribution toward the family's home ownership expense directly to the lender. KCDC reserves the right to pay the homeownership assistance payment to the homeowner if/when the homeownership

assistance payment is less than $100. It will then become the homeowner's responsibility to make the full mortgage payment to the lender.

If the home ownership assistance payment if more than the mortgage payment, KCDC will pay the mortgage payment to the lender and the balance of the home ownership assistance payment will be paid to the homeowner.

5. TERMINATION OF SECTION 8 HOME OWNERSHIP ASSISTANCE.

A. Grounds for Termination of Home Ownership Assistance

(1) Failure to Comply with Family Obligations Under Section 8 Program or KCDC's Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 Home Ownership Program, KCDC home ownership policies, or if the family defaults on the mortgage. The family must attend and complete ongoing home ownership and housing counseling classes when required by KCDC. The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide KCDC with written notice of any sale or transfer of any interest in the home; any plan to vacate the home prior to the move; the family's household income and home ownership expenses on an annual basis; any notice of mortgage default received by the family; and any other notices which may be required pursuant to KCDC home ownership policies. Except as otherwise provided in this Section, the family must notify KCDC if family decides to sell or transfer the home while receiving home ownership assistance payments.

(2) Occupancy of Home.

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, KCDC will not continue home ownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse KCDC for home ownership assistance paid for the month the family moves out.

(3) Changes in Income Eligibility.

A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Home Ownership Program shall continue until such time as the assistance payment amounts to $0 for a period of six (6) consecutive months.

(4) Maximum Term of Home Ownership Assistance.

Notwithstanding the provisions of Section 5(A), subparagraphs 1 through 3, except for disabled and elderly families, a family may receive Section 8 home ownership assistance for not longer than ten (10) years from the date of close of the loan unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as a disabled or elderly family, the appropriate maximum term becomes applicable from the date home ownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest. The maximum term is cumulative. If a participant sells one home and buys another, the accumulated time on the first home carries forth to the second.

B. Procedure for Termination of Home Ownership Assistance.

A participant in the Section 8 Home Ownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in KCDC's Administrative Plan for the Section 8 Housing Choice Voucher Program.

6. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

A. Default on FHA-Insured Mortgage.

If the family defaults on an FHA-insured mortgage, KCDC may permit the family to move with continued Section 8 Housing Choice Voucher Program rental assistance if the family demonstrates that it has (a) conveyed or will convey title to the home to HUD or its designee, as required by HUD; and (b) moved or will move from the home within the period established or approved by HUD. The family must notify KCDC if the family defaults on a mortgage securing any debt incurred to purchase the home.

B. Default on non-FHA-Insured Mortgage.

If the family defaults on a mortgage that is not FHA-insured, KCDC may permit the family to move with continued Section 8 Housing Choice Voucher Program rental assistance if the family demonstrates that it has (a) conveyed or will convey title to the home to the lender or to its designee, as may be permitted or required by the lender; and (b) moved or will move from the home within the period established or approved by the lender and/or KCDC.

7. KCDC ADMINISTRATIVE FEE.

Monthly Assistance: For each month that home ownership assistance is paid by KCDC on behalf of the family, KCDC shall be paid the ongoing administrative fee described in 24 C.F.R. §982.152(b).

Lump Sum Down Payment Grant: For each down payment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee in accordance with Section 982.152 (a)(1)(iii). The administration fee is initially set at an amount equal to six months of a PHAs on-going regular administration fee. (982.152(b)).

APPENDIX A: SECTION 8 HOME OWNERSHIP OBLIGATIONS

Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB Approval No. 2577-0169 (exp. 07/31/2007)

Public Reporting Burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

This collection of information is authorized under Section 8(y) of the U.S. Housing Act. The information sets forth the family's obl participating in the homeownership program under the Housing Choice Voucher Program.

1. Homeowner Obligations. A family participating in the homeownership voucher program of the undersigned public housing agency (PHA) must follow the rules listed below in order to receive homeownership assistance. Any information the family supplies must be true and complete. Each family member (plus any PHA-approved live-in aide for rules associated with criminal activity or alcohol abuse) must:

A. Disclose and verify social security numbers and employer identification numbers, sign and submit consent forms for obtaining information (including criminal conviction records of adult household members), and supply any other information that the PHA or HUD determines to be necessary (including evidence of citizenship or eligible immigration status, information for use in determining eligibility to receive homeownership assistance, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition).

B. Submit any PHA-required reports on the family's progress in finding and purchasing a home.

C. Attend and satisfactorily complete any PHA-required homeownership and housing counseling.

D. Select and pay for a pre-purchase inspection by an independent professional inspector. The inspection must be conducted in accordance with PHA requirements.

E. Enter into a contract of sale with the seller of the unit and promptly provide a copy of the contract of sale to the PHA. The provisions of the contract of sale must comply with PHA requirements.

F. Obtain and maintain flood insurance for homes in special flood hazard areas.

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

H. Promptly notify the PHA in writing when (1) the family is away from the home for an extended period of time in accordance with PHA policies, and (2) before the family moves out of the home. Supply any information or certification requested by the PHA to verify that the family is living in the home or information related to family absence from the home.

I. Only use the assisted home for residence by the PHA-Approved family members, live-in aide or foster child. No other person may reside in the home. The home must be the family's only residence and no family member may have any ownership interest in any other residential property. Any legal profit making activities in the home must be incidental to the primary use of the home as a residence. The family must not lease any portion of the home or grounds.

J. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child, and request PHA written approval to add any other family member as an occupant of the home. Promptly notify the PHA in writing if any family member no longer lives in the home.

K. Supply any information as required by the PHA or HUD concerning: (1) any mortgage or other debt incurred to purchase the home, any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt; (2) any sale or other transfer of any interest in the home; or (3) the family's homeownership expenses.

L. Promptly notify the PHA in writing if the family defaults on a mortgage securing any debt incurred to purchase the home.

M. Not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. Not engage in drug-related criminal activity or violent criminal activity. Not engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. 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 premises. Not engage in or threaten abusive or violent behavior toward PHA staff. Not engage in other criminal activity which may threaten the health or safety of persons performing a contract administration function or responsibility on behalf of the PHA (including PHA staff and PHA contractor/subcontractor/agent staff).

Form HUD-52649 (05/13/2003)
Ref. Handbook 7420.8

N. Not lease, let, transfer or convey the home except to grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

O. Not receive homeownership voucher program assistance while receiving another housing subsidy for the same home or a different unit under any duplicative Federal, State or local housing assistance program.

P. Comply with any additional PHA requirements for family search and purchase of a home and continuation of homeownership assistance for the family. The PHA must attach to this document a list of any such requirements.

2. Termination of assistance. Homeownership assistance may only be paid while the family is residing in the home. The PHA may deny or terminate homeownership assistance for any of the reasons listed below:

A. The family violates or has violated any family obligation under section 1.

B. Any member of the family has been evicted from federally assisted housing in the last five years, or any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three years.

C. A PHA has ever terminated assistance under the certificate or voucher program for any member of the family.

D. The family currently owes any money to the PHA or another PHA in connection with Section 8 or public housing assistance. The family has not reimbursed any PHA for amounts paid to an owner under a housing assistance. payments contract for rent, damages to the unit, or other amounts owed by the family. The family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

E. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

F. Any household member has ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.

G. The family fails to comply, without good cause, with any family self-sufficiency program contract of participation.

H. The family fails, willfully and persistently, to fulfill any welfare-to-work program obligations.

I. The family has been dispossessed from the home pursuant to a judgment order of foreclosure on any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

J. The PHA determines that homeownership assistance has been provided for the maximum term permitted under the homeownership voucher program, or it has been 180 calendar days since the last homeownership assistance payment on behalf of the family.

K. The PHA determines there is insufficient funding to provide continued homeownership assistance.

KEEP THIS DOCUMENT FOR YOUR RECORDS

FAMILY	
Name of Head of Household	**Address, Telephone Number:**
Names of Other Family Members	
Signature of Family Representative	**Date**

Public Housing Agency	
Name of PHA **Knoxville's Community Development Corporation**	**Address, Telephone Number:** **P. O. Box 3550** **Knoxville, TN 37927-3550** **865-403-1228**
PHA Representative Title	**Counselor/Trainer**
Signature of PHA Representative	**Date:** Form HUD-52649 (05/13/2003) Ref. Handbook 7420.8

Addendum to Statement of Homeowner Obligations

The following will become part of the HUD-52649 – Statement of Homeowner Obligations.

1. Family Self-Sufficiency participants have a preference for the Section 8 Housing Choice Voucher Program.

2. Each family must have completed an initial Section 8 lease term before being eligible for the Section 8 Housing Choice Voucher Program.

3. Participants must not have owned a home within the last three years (some exceptions do apply).

4. Family must purchase a home within 60 days of becoming mortgage ready. For good cause, two 30- day extensions will be allowed. Closing will be according to the sales contract.

5. Family members who sign the mortgage agreement must have an earned income of at least an amount equal to 2000 hours of annual full-time work at the federal minimum wage or receive income based on disability.

6. At least one person who will sign the mortgage agreement must be employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement.

7. A family approved for Section 8 home ownership assistance may purchase the following type of homes within the city of Knoxville: a home that is existing or under construction, a home not yet under construction at the time the family contracts to purchase the home contingent on approval of an environmental review report, a single-family home, a condominium, a cooperative, or a manufactured home to be situated on a privately owned lot or on a site that can be leased for a period of at least forty years and the home must be on a permanent foundation.

8. Families may enter into lease-purchase agreements.

9. The sales contract must provide that the seller certifies that they are not debarred, suspended, or subject to limited denial of participation and allow for a Knoxville's Community Development Corporation Housing Quality Standards inspection and an independent inspection conducted by a member of the American Society of Home Inspectors (ASHI).

10. A family may receive Section 8 home ownership assistance for no longer than ten (10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation.

_____ _____

Homeowner Signature Date

CHANGES TO 2011 FSS ACTION PLAN

1. Page 1, Section I. Part A: **Family Demographics**: Updated Characteristics of Expected Participants.

2. Page 4, Section III, Part C, **Denial of Participation**: Added paragraph stating If an applicant is engaged or awaiting a hearing regarding their participation in the Housing Choice Voucher Program – we will deny participation

3. Page 4, Section IV, **FSS Participant Eligibility Requirements:** Added the seven items listed regarding eligibility requirements.

4. Page 5, Section V, Part B, **Incentives to Encourage Participation**, Escrow Account – added "The family will begin to accrue escrow" instead that the family will begin to pay into.

5. Page 9, Section VII, Part D, **Family Self Sufficiency Activities and Supportive Services**, Fourth bullet down was changed from Consumer Credit Counseling to CredAbility.

6. Page 10, Section VIII, Part A, **Methods for Identifying Support Needs**, Needs Assessment and Training/Education Service Plan, Added goal information and the ITSP.

7. Page 12, Section IX, **FSS Program Termination Procedures**, Added reasons KCDC may terminate the FSS Contract of Participation.

8. Page 13, Section XII, **Confidentiality,** Added Confidentiality statement

9. Page 16, **Program Coordinating Committee Membership Roster**, Community Resources, changed Helen Ross McNabb to a representative from a Mental Health Facility

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

HOUSING CHOICE VOUCHER PROGRAM

FAMILY SELF SUFFICIENCY

ACTION PLAN

ADOPTED: March 31, 2011

EFFECTIVE: JULY 1, 2011

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FAMILY SELF-SUFFICIENCY PROGRAM
ACTION PLAN

Introduction

The implementation of a Family Self-Sufficiency Program (FSS) is mandated by the National Affordable Housing Act of 1990. All public/Indian housing authorities that receive additional Section 8 Existing and/or conventional public housing units in FY 1993 and subsequent years must implement an FSS program. The objective of the FSS program is to promote economic self-sufficiency among participating families by reducing the dependency of low-income families on welfare assistance and on public and Section 8 housing assistance.

The housing authority is responsible for fulfilling its traditional role of providing subsidized housing. Additionally, the authority must establish an FSS program that provides assistance to participating families to obtain education, skills, and employment necessary to achieve self-sufficiency. The housing authority may leverage public and private sector resources to provide supportive services that assist families to achieve economic independence.

Knoxville's Community Development Corporation (KCDC) voluntarily established a Family Self-Sufficiency program in 1990. This program was designed to meet the FSS Guidelines and has been revised to comply with the Family Self-Sufficiency Final Rule effective May 27, 1994. The Action Plan is reviewed yearly to reflect changes in the administration and distribution of services. References to the Public Housing Family Self-Sufficiency program have been removed from this plan because that program has been discontinued.

I. FAMILY DEMOGRAPHICS

A. Characteristics of Expected Participants

The following chart presents the characteristics typifying the residents of the Section 8 program. The analysis below documents very low-income families residing in subsidized housing, with the higher concentration being African-American families.

Section 8 Housing	
Race: Caucasian	45.1%
African-American	54.5%
Ethnicity: Hispanic	0%
Head of Household (Sex)	85% female / Male 15%
Average Family Size	2.31
Average Annual Income	$9,363

(Source: Report created by IS Staff from Elite Computer Software System, report dated February 25, 2011)

B. Supportive Service Needs

A very-low income population comprised predominately of women, single-heads of house, and racial minorities faces a multitude of problems that impede self-sufficiency. Among their service needs are:

- Viable employment opportunities
- Basic education skills
- Job specific training and/or certification
- Formal support system
- Substance abuse prevention and treatment
- Affordable and reliable transportation
- High school diploma or GED
- Accessible, affordable quality childcare
- Effective parenting skills
- Physical, mental and dental care for the family

II. ESTIMATE OF PARTICIPATING FAMILIES

A. Description of Eligible Families

Section 8 FSS: KCDC anticipates enrolling the amount needed to meet the minimum requirement size for the FSS program based on the number of rental vouchers KCDC received in FY 1991/1992, plus the number of additional voucher units reserved between FY 1993 and October 20, 1998 (excluding renewal funding for units previously reserved), and by subtracting the number of families that graduated on or after October 20, 1998 by fulfilling their contracts of participation and subtracting the current participants.

It is anticipated that these families will typify the demographic characteristics of the Section 8 families described above. The controlling factor will be the availability of Section 8 funds to pay for the administrative costs of the program.

B. Available Resources

KCDC employs a minimal staff to conduct outreach, screen applicants, and develop, implement and monitor the contract of participation for each family in the voluntary FSS Program. Funding for staff is provided through a HUD grant, "Housing Choice Voucher Family Self Sufficiency Grant". The annual "Notice of Funding Availability" (NOFA) allows KCDC the opportunity to apply for program funding. The remainder of the supportive services for participants is provided by local, State, Federal, and private programs. In most cases, the participants are indigent and qualify for free services provided by auxiliary programs.

The ability of KCDC to meet the minimum program size is dependent on the availability of funds to pay the administrative cost. The "Housing Choice Family Self-Sufficiency Grant" currently funds one Case Manager and one Section 8 Homeownership Training Specialist.

III. FAMILY SELF-SUFFICIENCY SELECTION PROCEDURES

If necessary, KCDC will maintain an FSS applicant waiting list for Section 8. All Section 8 voucher holders will be eligible to apply for the KCDC FSS program. A selection preference and motivational screening factors, as described below, will be used to select the FSS participants from the application lists.

A. Selection of Participants

1. *Selection Preference:*

a. Applicants, who have one or more family members currently enrolled in an FSS-related service program, or on the waiting list, will be given a preference for up to 50% of the slots in KCDC's FSS program. Within this preference group, the selection cycle will begin with the oldest application. Families who are currently in an FSS-related service program must have documentation of consistent work toward achieving their interim goals in order to receive preference for selection to the KCDC FSS program.

b. Selection of applicants who do not qualify for the preference will be based on the date of application. Once the available slots are filled using this process, the preliminary participants will enter the motivational screening phase of selection.

2. *Motivational screening Factors:* FSS orientation sessions, pre-selection interviews and an assignment of FSS related tasks will be used to determine the family's willingness to undertake the obligations inherent in the FSS program. None of the motivational screening factors prohibited by HUD will be included. Applicants successfully completing this phase of screening, and in compliance with their lease, will be selected as FSS participants.

In the event the necessary supportive services are not available for selected applicants, they will maintain their position on the waiting list until the services can be arranged. They will then be offered the next available open slot.

B. Non-discrimination Policy

Participants in the FSS program will be selected based on date of application, and where applicable, selection preference. This will ensure the integrity of KCDC's policy and practice of implementing and operating the program without regard to race, color, creed, national origin, physical/mental disability, sex, age, familial status or political affiliation.

C. Denial of Participation

1. An applicant family may be determined ineligible for the FSS program if they previously participated in a family self-sufficiency program and were terminated for failure to comply with the contract of participation. The case manager who coordinates KCDC's FSS program will determine if the applicant is now able to work toward self-sufficiency goals. If participation is granted, the family would not be entitled to any selection preference. Applicants may also be denied participation if they owe money to KCDC or another housing authority.

2. Any family who previously participated in the FSS Program and completed the Contract of Participation with release of Escrow will be ineligible to participate in the FSS Program again. Any family who voluntarily terminates their Contract of Participation for good cause will be granted a second opportunity to participate in the FSS Program.

3. A family that states they are "unable to work" and are not willing or able to seek and maintain suitable employment as required shall be denied participation in the FSS program. NOTE: Disabled individuals who state they are unable to work outside the home but are willing to explore in-home employment opportunities shall not be denied participation.

4. The family is currently engaged in or awaiting a hearing process with KCDC regarding participation in the Housing Choice Voucher Program.

D. Reasonable Accommodation

It is the policy of KCDC to comply fully with all Federal, State and local nondiscrimination laws and to be in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment

IV FSS PARTICIPANT ELIGIBILITY REQUIREMENTS

1. Participants must be current recipients under the KCDC Housing Choice Voucher Rental Assistance Program.
2. Participants may be currently employed, enrolled in training or out of the workforce.
3. Families must have needs that can be addressed through available services in the community.
4. Thirty percent (30%) of adjusted gross income for the Housing Choice Voucher household cannot equal or exceed the fair market rent (FMR) for the bedroom size for which the family qualifies.
5. Families must not have previously completed the Housing Choice Voucher Family Self-Sufficiency program through KCDC or another agency.
6. Families must not have previously participated in an FSS program and been terminated for noncompliance based on the prior entity's policy for noncompliance. Families must not have been terminated from KCDC's FSS program for noncompliance.
7. In cases of portability where KCDC is the receiving PHA and the Housing Choice Voucher family is under an open FSS Contract of Participation, the family is automatically eligible, provided the family can continue to meet their obligations under their original FSS Contract of Participation

V. INCENTIVES TO ENCOURAGE PARTICIPATION

There are two major incentives offered to the participants of the FSS program. One incentive is the supportive services provided by a case manager. The second significant incentive is the establishment of an escrow account.

A. Case Management Services

Each participant will be assigned a case manager that will provide guidance in developing a plan to move toward economic self-sufficiency and will link the participant to valuable community resources, as well as act as an advocate for the individual to facilitate full use of appropriate community resources. In addition, the case manager who coordinates the FSS program will work to develop community resources when needed.

B. Escrow Account

KCDC will establish a single depository account for the Section 8 FSS program in one or more of the HUD approved investments. The process to determine when a family pays into the escrow account is as follows:

When the family is selected for participation into the FSS program, KCDC will establish the family's baseline income data.

The FSS families will continue to pay rent in accordance with their income.

KCDC will conduct the customary annual and/or interim reexamination. The calculations will be conducted using the HUD prescribed formula and worksheet for FSS. These calculations will take into account the different procedure required for each income limit.

The worksheet calculation will determine the difference, if any, between the baseline income and the current income. In cases where there has been an increase in earned income, an escrow account will be established for the family. The family will begin to accrue escrow into the escrow account when the current Family Rent is greater than the Family Rent on the date the Contract of Participation was executed.

The FSS families will be charged rent in accordance with the procedures used to calculate rent for Section 8. The amount of the increase in Family Rent, due to an increase in earned income, will be credited to the family's escrow account. KCDC will take the escrow amount from the Section 8 housing assistance funds.

At the discretion of KCDC, a family that has fulfilled certain interim goals may request and receive a portion (up to 50%) of the escrow funds during the Contract period. The intended use of the funds must be consistent with stated goals of the Contract. The withdrawn amount does not have to be repaid unless it is determined that the family received the funds based on fraud or misinformation.

There are no restrictions on the family's use of the escrow funds once the Contract of Participation obligations have been fulfilled. Among the anticipated uses are moving costs to relocate to unassisted housing, down payment on a house, educational and transportation costs.

The Escrow Account will be forfeited if the Contract of Participation is terminated or if the family is still receiving welfare assistance and/or has not met their stated goals when the Contract and extensions expire.

KCDC will manage, report, and disburse the escrow accounts in accordance with the prescribed HUD procedures.

VI. OUTREACH EFFORTS

To ensure the widest possible recruitment of participants for the FSS program, KCDC will pursue a three-prong outreach approach: residents, community and social service agencies. All efforts will be conscientiously directed toward recruiting a broad representation of both minority and non-minority participants. Outreach materials such as posters and brochures will be designed to reflect the diversity of the participant population. Referrals, support and volunteer services will be sought from community groups and social service agencies that have frequent contact with minority groups as well as non-minority groups.

A. Outreach to KCDC Residents

Outreach directed to new voucher recipients provides most of the FSS enrollments. The FSS program is promoted by distributing brochures and annual mailings. Brochures are distributed both at voucher orientations for new voucher recipients and again when voucher holders come to the office to complete annual re-certifications. At the time of re-certification, the program will be explained in detail to the resident families. To ensure that no family is missed, each head of household will be asked to initial a statement indicating that the FSS program has been explained to them. A copy will be retained in a central log for statistical and reporting records. Anyone who is interested in participating will be put in contact with the Section 8 Family Self-Sufficiency case manager to begin the intake process or to be placed on a waiting list, if necessary. In addition, once a year, an informational letter is mailed out to families who receive Section 8 housing assistance through KCDC.

Outreach to residents will be an ongoing process. Program brochures and posters will be placed in the KCDC Section 8 admissions office to apprise voucher holders of the availability of the program. The Section 8 staff will explain the FSS program during the briefing session for the new voucher holder. Information about the program and the application process will be included in the briefing packet. During the lease signing for Section 8, the family will be reminded of the opportunity to apply for participation in the FSS program.

B. Community Outreach

It is very important that the community-at-large be informed about the FSS program. An awareness that residents of KCDC housing are striving to reduce their dependency on welfare assistance will counteract many of the negative stereotypes about housing residents. It will also help alert the community to an emerging source of potential employees, students and productive members of the community.

Information about the FSS program will be distributed to various community organizations, and religious and civic institutions. The staff will actively seek publicity about the program in the local newspapers and will be available for speaking engagements and interviews on radio and television to further disseminate information about the program. Several graduates have been featured as success stories in the local newspaper and staff will continue to seek this publicity.

C. Agency Outreach

The social service agencies in the area will be a valuable recruitment resource for the FSS program. Many of them provide services for the residents of KCDC housing. They can provide the encouragement and continued support necessary for these residents to apply and complete the FSS Participation Contract. Information about the program will be sent to these social service providers and will be shared at the monthly Social Services Committee Agency Meeting hosted by 211, Knoxville's non-emergency information hot-line. Follow-up contacts will be made to the most frequently used agencies such as the Department of Human Services, the Knoxville Area Urban League, and the Knoxville-Knox County Community Action Committee.

VII. FAMILY SELF-SUFFICIENCY ACTIVITIES AND SUPPORTIVE SERVICES

Based on the profile of the families expected to participate in the FSS program, a vast array of problems and needs will have to be addressed. Five broad service areas have been established and private and public resources have been identified to work with the participants in each area. An assessment of the participant's skills and aptitude will be completed by the FSS staff and appropriate community agencies. Based on the results, family members will participate in activities and receive services in one or more of the identified service areas. The following is a description of the service areas and the available service resources.

A. Education and Training

Basic education activities, including literacy programs, GED preparation, and tutoring will be provided as needed. Academic screening and career planning activities will provide the direction toward continued education or job training and trade school. The following sample listings are some community resources available to provide these services:

- Tennessee Area Career Center;
- Department of Human Services' (DHS) Families First program to provide assessment and job skills training;
- Knoxville Area Urban League which provides training for job specific computer skills;
- Tennessee Technology Center which offers a variety of academic and job training opportunities leading to certifications;
- The Department of Rehabilitation Services offers vocational rehabilitation services which provides assessments and vocational counseling and job training for physically and mentally disabled persons;
- Knox County Adult Basic Education Program which provides Adult Basic Education, Adult Business Education, Computer Education, Adult Home Economics, Adult Literacy Program, Evening Trade Extension, and GED preparation;

- In additions, the area hosts a large number of public and private institutions of higher education such as Knoxville College, South College, National College, Roane State Community College, Tusculum College, Pellissippi State Technical Community College, Lincoln Memorial, and the University of Tennessee all of which provide education opportunities and services for reentry students and students with disabilities.

B. Individual and Family Counseling

An analysis of the services provided in KCDC's voluntary FSS program shows that most FSS participants need some type of counseling services, and many need intensive therapy before they can begin working toward the skills needed to secure financial stability. A variety of services will be available, including individual and family therapy; problem specific counseling for victims of sexual assault or abuse, veterans and their families, persons addicted to drugs and/or alcohol; and victims and perpetrators of domestic violence. The following sample listings are some community resources available to provide these services:

- Child and Family Services which provides individual, family, and group counseling;

- Helen Ross McNabb Mental Health Center and the Overlook Mental Health Center provide individual, family and group counseling as well as medication and testing services. In addition, the Helen Ross McNabb Center provides intervention, detoxification, treatment and after-care services for persons addicted to alcohol and drugs;

- Sexual Assault Crisis Center which works with individuals and families who are dealing with issues surrounding sexual abuse and incest;

- Veteran Affairs Outpatient Clinic which provides counseling for veterans with service related disabilities;

- Vet Center which provides individual and group counseling for Vietnam Era veterans and their families;

- Y.W.C.A. Victim Advocacy Program which provides education, support, and legal assistance for victims of domestic violence.

C. Life Skills Development

Activities and workshops will be provided to help participants develop and improve the skills needed to establish and maintain a stable home environment, compete in the job market, and develop a personal sense of worth. The following sample listings are some community resources available to provide these services:

- KCDC's FSS staff which provides social assessment and case management to identify and promote the development of needed life skills;

- Child & Family Services provides parenting classes;

- Planned Parenthood and the Knox County Health Department provides family planning education and counseling;

- The Disability Resource Center provides life skills training for people with disabilities;

D. Supportive Services

One of the major deterrents to achieving self-sufficiency for the targeted participants is their inability to access and/or make sufficient use of supportive services. The FSS case managers will assist the participants in securing supportive services based on need, and will monitor use of such services. The following sample listings are some community resources available to provide these services:

- Tennessee Department of Human Services (DHS) which provides transitional services such as child care, and TNCare for Temporary Assistance to Needy Families (TANF) recipients enrolled in the Families First program;

- Community Action Committee's (CAC) Child Care and Head Start Services provide vendor child care, pre-school and after-school education, available on a sliding scale;

- Volunteer Ministry Center (The Refuge) which provides financial assistance and supportive counseling;

- CredAbility Credit Counseling provides budget and debt management counseling;

- CAC's Green Thumb and Community Garden provides free seeds and educational activities;

- Catholic Charities provides short term financial assistance, emergency food, clothing and intermediary services for Spanish speaking persons;

- Interfaith Health Clinic which provides primary health care on a sliding scale for people who have no medical insurance;

- Knoxville Legal Aid Society which provides legal services; and

- The Baptist Center at Western Heights and Montgomery Village provides food, clothing, and summer camps.

- Project Graduation Program which provides college funding to eligible low income families.

E. Employment

Employment, which pays a living wage and provides benefits (medical, personal and retirement) that enable the employee to meet needs without reliance on welfare assistance, is the key to achieving self-sufficiency. The activities and services enumerated above are directed toward helping the FSS participants obtain education or training, and develop social and personal skills necessary to secure and maintain such employment. The following sample listings are some

community resources available to assist the participants in locating and securing viable employment:

- Tennessee Department of Employment Security which provides employment listings and job referrals;
- Tennessee Area Career Center provides job-seeking training and placement services;
- Knoxville Area Urban League which provides employment listings and assists in job searches, especially for minority participants; and
- Tennessee Department of Human Services', in collaboration with University of Tennessee's Network program, provides job-placement services through the Families First program for TANF recipients to work toward economic self-sufficiency.

VIII. METHODS FOR IDENTIFYING SUPPORT NEEDS

A. Needs Assessment and Training/Education Service Plan

The motivational screening procedure for participant selection will begin the process of identifying support needs of the participating families. Applicants who successfully complete the process to become participants will have developed a preliminary set of goals and will have identified some of the tasks that must be undertaken to achieve these goals. The participant and the FSS case manager will work together in individual counseling sessions to expand this preliminary evaluation into a family training/education and service plan. The plan will be based on a needs assessment which will determine the participant's interests, skills and abilities, and identify the tasks that must be undertaken for the family to realize the designated goal. The FSS case manager may schedule the services of any number of community resources to assist in the needs assessment.

The ultimate and final goal for the head of the FSS family is to "gain and maintain suitable employment," thereby increasing earned income to the point that government assistance is no longer needed by the family. In preparing the ITSP, this will be the final goal, stated in an appropriate manner. Other members of the FSS family may seek and maintain employment during the term of the Contract of Participation, but the head of the FSS family is the only member required to seek and maintain suitable employment. The obligation to seek employment means that the head of the FSS family has applied for employment, attended job interviews and has otherwise followed through on employment opportunities. A determination of suitable employment will be made by KCDC in consultation with the head of the FSS family based on the skills, education and job training of the family as well as the available job opportunities.

It is possible to have more than one final goal, but the primary focus of the FSS Program is on employment. Any activities that enhance the opportunity for obtaining or improving employment should be included in the ITSP as interim goals or activities to be undertaken.
A mandatory goal for FSS families that are recipients of welfare assistance is that all household members become independent from welfare assistance and remain independent from welfare

assistance at least 12 months immediately prior to expiration of the term of the contract (including extensions) or graduating FSS.

When the family's Individual Training and Service Plan (ITSP) is finalized, and the participant's continued compliance with the dwelling lease is verified, the head of the FSS family and the KCDC staff will execute a Contract of Participation. (CoP) The Contract will be in the form prescribed by HUD and will incorporate the participant's ITSP, as well as requirements, obligations and restrictions as set forth in the federal regulations governing the FSS program

B. Delivery of Identified Support Services

The delivery of identified supportive services will be coordinated and monitored by the FSS case manager. The case manager will organize the Individual Training and Services Plan (ITSP), schedule periodic follow-up and evaluation, and make referrals to community services and resources. Quarterly contact will be required. Beyond that, the involvement of the case manager will vary, depending on the family's ability to work independently toward their goals. More structured support and counseling will be provided for families who experience difficulty working toward their goals.

C. Section 8 Portability and the Delivery of Supportive Services

Families participating in the Section 8 FSS program must lease an assisted unit in KCDC's jurisdiction for twelve months after the effective date of the FSS Contract of Participation before they are eligible to exercise the portability provision. A portability move will not nullify the termination of FSS participation for a family who has failed to comply with the requirements of the Contract.

KCDC will continue to administer the Contract of Participation and the escrow account if the family can demonstrate to KCDC's satisfaction that it can meet the FSS obligations in the new location. If the family elects to remain in the KCDC FSS and cannot fulfill the goals at the new location, the Contract will be terminated and the escrow funds will be forfeited to KCDC.

A relocating FSS family may participate in the FSS program of the receiving PHA if the PHA agrees to accept the family into their FSS program. In such cases, KCDC will terminate its Contract with the family and transfer the escrow funds, if any, to the receiving PHA. The receiving PHA will enter into a new Contract of Participation with the FSS family for the term remaining on the Contract with KCDC.

A family in good standing in another PHA's FSS program will be accepted into the KCDC FSS program if there is a vacant slot and no applicant on the waiting list with a selection preference. If the family can be readily accepted, KCDC will execute a Contract of Participation with the same expiration date as the initiating PHA's Contract and accept administration of the escrow account. If a relocating family cannot be accepted immediately into KCDC's FSS program, they will be placed on the waiting list with a selection preference.

D. Entrepreneurship

In certain cases, the FSS participant may be interested in self-employment. If this interest is expressed, the FSS Specialist will give additional assistance in developing the ITSP. Entrepreneurship requires the coordination of additional resources and services offered through colleges, universities, area banks and nonprofits.

IX. FSS PROGRAM TERMINATION PROCEDURES

KCDC may terminate the Contract of Participation for any of the following reasons:

1. The participant and KCDC mutually agree to terminate the contract.
2. KCDC determines that the participant has not fulfilled his/her responsibilities under the contract

   KCDC will not terminate Section 8 assistance as a consequence of the family's termination

   from the FSS program for non-compliance with the Contract of Participation
3. The participant withdraws from the FSS program.
4. The participant has been granted the maximum time allowed for FSS contract extensions and has not been able to achieve self-sufficiency.
5. The participant is terminated from the Housing Choice Voucher program.
6. Falsification of records or fraud.
7. No contact made in three (3) consecutive quarters, (nine months).

KCDC will give the family prompt written notice of the decision to terminate FSS participation. The notice will contain a statement of the reasons for termination of services, and inform the family of the right to request an informal hearing on the decision and the time by which the request for an informal hearing must be made.

The informal hearing will be conducted by members of the FSS Program Coordinating Committee. KCDC committee members and any other member(s) who were involved in the decision to terminate, or supervise those who made the decision, will be ineligible to serve as hearing officers. The hearing will be conducted in accordance with the Section 8 regulations. A copy of the hearing decision will be furnished promptly to the participating family.

X. ASSURANCE OF NON-INTERFERENCE WITH THE RIGHTS OF NON-PARTICIPATING FAMILIES

KCDC will not interfere with the admission or occupancy rights of Section 8 families who do not wish to participate in the FSS program. Furthermore, no applicant or resident of the Housing Choice Voucher Program will be pressured to participate in the FSS program.

XI. IMPLEMENTATION OF FSS PROGRAM

Operation of the FSS program began upon receipt of HUD approval of the Action Plan. Outreach began immediately.

The application process and participant selection for Section 8 families began in June 1994. By September 1994, the mandated FSS Section 8 program was in full operation.

XII. CONFIDENTIALITY

Information regarding an FSS family is to be safeguarded at all times by KCDC staff and the Program Coordinating Committee (PCC) may only be released in accordance with Federal or State law.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

CERTIFICATION OF COORDINATION OF SERVICES AND ACTIVITIES

The undersigned certifies that:

The development of services and activities under the Family Self-Sufficiency Program has been coordinated with:

1) Tennessee Department of Human Services, the agency that administers the Families First Employment Program;

2) Workforce Connections

3) Knoxville-Knox County Community Action Committee-CAC, the agency that serves as a broker for supportive services such as child care, transportation;

4) Other agencies and organizations that provide services and training related to family self-sufficiency; and

Further certifies that implementation will continue to be coordinated in order to avoid duplication of services and activities.

_____
Alvin J. Nance
President/CEO

_____
Date

ADDITIONAL PROGRAM INFORMATION

PROGRAM COORDINATING COMMITTEE

MEMBERSHIP ROSTER

As of March 2011

Entrepreneurial

A Representative from
Mobilized Financial Services

Education

A representative from
Project GRAD

A Representative from
Adult Basic Education

A Representative from
Tennessee Technology Center

Job Training/Placement

A Representative from
Tennessee Area Career Centers

Home Ownership

A representative from
Knox Housing Partnership

A representative from
KCDC's Section 8 Homeownership Training Specialist

Financial

A Representative from
Mobilized Financial Services

Community Resources

A Representative from
The Department of Human Services (DHS)

A Representative from
a Mental Health Facility

Participant Representatives

Section 8 Tenant

KCDC Agency Representation

FSS Case Manager
Section 8 Director