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(exp. 02/28/2006)

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

PHA Plans

5-Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2004

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

PHA Plan
Agency Identification

PHA Name: Housing Authority of the City of Beaumont

PHA Number: TX023

PHA Fiscal Year Beginning: (mm/yyyy) 10/2003

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

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

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

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

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

☒ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☐ The PHA's mission is: (state mission here)

B. Goals

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

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

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments
- ☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) 80
- ☒ Improve voucher management: (SEMAP score) 73
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☒ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

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

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

☒ PHA Goal: Provide an improved living environment
Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

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

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

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

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2004
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

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

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]

The Beaumont Housing Authority (BHA) has developed a Five-Year/Annual Plan in consultation with local government official and residents of BHA developments to meet low-income housing needs and to provide resident programs and services. This document presents the BHA's goals and objectives for a better quality of life for public housing residents in Beaumont, Texas.

The BHA Five-Year Plan for fiscal year 2005-2009 general scope of work can be described as the overall mission of the authority, which is to ensure the provision of affordable housing opportunities for lower income households in Beaumont.

The Annual Plan for fiscal year 2004 is utilized as the guide in determining priorities for use of modernization funds for construction improvement throughout the BHA, for increasing housing stock and for setting benchmarks for the management and operational practices.

The primary purpose of this Five-Year/Annual Plan is to evaluate and analyze quantitative goals and objectives that include the review of increased availability of affordable housing by ensuring additional Section 8 units are available for qualified individuals. Also included are plans to improve community quality of life by bringing higher income public households into lower income developments. In addition, BHA will undertake affirmative measures to provide self-sufficiency and to ensure equal opportunity in housing.

More specifically the Annual plan is that tool which is used to define and measure our success for the year. Each BHA division is requested to define their main objectives to be achieved and then they are measured through out the year against those objectives. This year those items are:

Planning and Development Department

The primary objectives of the Planning and Development Department, for 2004 shall be to continue upgrading Public Housing properties to improving the overall curb appeal of all BHA developments, this will be achieved by repairing all sidewalks, driveways and improving lighting on public housing every development. In addition, the Planning and Development Department will increase the inventory

of the Housing Authority of the City of Beaumont by starting to build new duplexes in the city to be occupied by income eligible families.

Section 8 Department

The primary objectives for the Section 8 program staff for 2004 shall be to finalize and implement the new Section 8 Homeownership Program. We will establish a target of ten families per year to achieve full homeownership under this program. Another goal will be to fully implement and insure full compliance with the HUD mandated Upfront Income Verification System. We will increase recruitment of new landlords and improve our communications with them through regularly scheduled meetings and the development of a regularly published Landlord's newsletter.

Housing Management

The Housing Management Division shall continue to improve the delivery of service to our public housing residents through this next year. We will achieve this by ensuring our Admissions and Continued Policy Manual is fully revised and in full compliance with HUD regulations. Some of the major changes being made to the ACOP include but are not limited to:

- Our scattered sites program will no longer be treated as a separate public housing program. The income requirements, screening and selection will be handled the same exact manner as all other properties.
- All references to age and sex have been removed from the occupancy standards.
- Zero income residents will be required to recertify every 30 days.
- Procedures to add individuals to families to establish a stable relationship have been added.
- 14 days has been defined as the reasonable amount of time to file for a grievance hearing, when a resident wants to dispute an action or inaction of the housing authority.
- Definition of Joint Custody of Children has been added.
- Definition of Record Retention has been added.

Residents assisted through BHAs housing programs represent 5.6% of the City of Beaumont's total population. Because of their limited income, these residents look to BHA for a decent place to live at a rent they can afford. BHA also provides access and information to public and private agencies offering resident supportive services, health care, education, recreation, child development, employment, public assistance and counseling.

In order to increase the number of working families residing in Beaumont Housing Authority, the Housing Authority will partner with Employment, Educational and Counseling organizations and agencies to increase access by families to these organization's training programs and opportunities in order for families to improve their ability in moving to work. The Housing Authority, through its Family Self–Sufficiency Programs, will continue to encourage and provide incentives for families successful of the program guidelines, as well as increased opportunities through improved skills, education, and mentoring programs.

The new Section 8 Homeownership program will provide additional opportunities for families to take advantage of homeownership opportunities. The program will be coordinated with the Family Self-Sufficiency staff to insure equal opportunities exist for all Housing Authority Residents.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

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Attachments

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

Required Attachments:

☒ Admissions Policy for Deconcentration
☒ FY 2004 Capital Fund Program Annual Statement
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ PHA Management Organizational Chart
☒ FY 2004 Capital Fund Program 5-Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan

☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)

☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing	Annual Plan: Rent

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	development ☒ check here if included in the public housing A & O Policy	Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open	Annual Plan: Safety and Crime Prevention

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	grant and most recently submitted PHDEP application (PHDEP Plan)	
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	5,773	5	5	4	5	5	5
Income >30% but <=50% of AMI	12,595	3	3	4	3	1	1
Income >50% but <80% of AMI	6,764	1	1	1	1	1	1
Elderly	8,007	1	1	1	1	1	1
Families with Disabilities	5	5	5	5	5	5	5
Race/Ethnicity **WHITE**	6,827	1	1	1	1	1	1
Race/Ethnicity **BLACK**	11,166	4	3	3	3	1	2
Race/Ethnicity **HISPANIC**	1,218	1	1	1	1	1	1

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

☐ Consolidated Plan of the Jurisdiction/s
Indicate year:

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☐ Other sources: (list and indicate year of information)

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☒ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1124		
Extremely low income <=30% AMI	968	86.12%	
Very low income (>30% but <=50% AMI)	137	12.18%	
Low income (>50% but <80% AMI)	19	1.15%	
Families with children	401	35.67%	
Elderly families	39	3.46%	
Families with Disabilities	140	1.24%	
Race/ethnicity White	151	13.43%	
Race/ethnicity Black	966	85.94%	
Race/ethnicity Asian	3	.26%	
Race/ethnicity Indian	4	.35%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	723	64.31%	14
2 BR	333	29.53%	28

Housing Needs of Families on the Waiting List			
3 BR	61	5.42%	25
4 BR	8	.71%	8
5 BR	N/A	N/A	N/A
5+ BR	N/A	N/A	N/A

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

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☒ Section 8 tenant-based assistance

☐ Public Housing

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	2888		
Extremely low income <=30% AMI	2433	84.24%	
Very low income (>30% but <=50% AMI)	406	14.05%	
Low income (>50% but <80% AMI)	49	1.38%	
Families with children	1966	68.07%	
Elderly families	63	2.18%	
Families with Disabilities	248	8.58%	
Race/ethnicity White	478	16.55%	
Race/ethnicity Black	2386	82.61%	
Race/ethnicity Asian	16	.55%	
Race/ethnicity	8	.27%	

Housing Needs of Families on the Waiting List			
Indian			
Characteristics by Bedroom Size **(Public Housing Only)**			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes			

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required

☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☐ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☐ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

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

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☐ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

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

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

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

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

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2004 grants)**		
a) Public Housing Operating Fund	1,164,608	
b) Public Housing Capital Fund	821,813	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	9,341,832	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below) TX24P023501-02	486,955	
TX24P023501-03	410,658	
TX24P023502-03	188,816	
TX24R023501-03	72,160	
3. Public Housing Dwelling Rental Income	772,347	
4. Other income (list below)		
4. Non-federal sources (list below)		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
Total resources	13,259,189	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

☐ When families are within a certain number of being offered a unit: (state number)
☒ When families are within a certain time of being offered a unit: (state time)
☐ Other: (describe)

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

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☐ Other (describe)

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

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

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

(2)Waiting List Organization

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

☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☒ Other (describe) **Date and Time**

b. Where may interested persons apply for admission to public housing?
☐ PHA main administrative office
☐ PHA development site management office
☒ Other (list below)
Admission office located at 3805 E. Lucas, Beaumont, Texas

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

1. How many site-based waiting lists will the PHA operate in the coming year? **0**

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

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists? **2- Public Housing and Section 8**

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

(3) Assignment

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

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

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

Victims of Violence, Safety

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

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

1 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

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

(6) Deconcentration and Income Mixing

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

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

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

☐ Adoption of site-based waiting lists
If selected, list targeted developments below:

☒ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below: **All public housing developments**

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

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

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

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

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below:
All Low Rent Housing Sites

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below:
All Low Rent Housing Sites

B. Section 8

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

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

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

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

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

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

☐ Criminal or drug-related activity
☒ Other (describe below) **Previous Rental History, If Available**

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

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

☐ PHA main administrative office
☒ Other (list below)
Admission Office located at 3805 E. Lucas, Beaumont, TX

(3) Search Time

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

If yes, state circumstances below:

If the applicant has not located a suitable unit due to medical reasons and where applicants have documented records on extensive search activity.

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences) **(Not Applicable)**

Former Federal preferences

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

Other preferences (select all that apply)

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

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

1 Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

☒ Through published notices
☒ Other (list below)

Letters to all applicants

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

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

Financial Hardship

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

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

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

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

☒ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

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

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

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

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

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

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

f. Rent re-determinations:

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

☐ Never
☒ At family option
☒ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☒ Other (list below)
Change in family composition; decrease in income

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

(2) Flat Rents

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

☐ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other (list/describe below)
Operating Costs

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies**.**

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

☐ At or above 90% but below100% of FMR
☐ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☒ Above 110% of FMR (if HUD approved; describe circumstances below)

110% of FMR – impacted areas
112% of FMR – non-impacted areas for class members
142% of FMR – non-impacted areas for class members (DHO)

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

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

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

☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ Reflects market or submarket
☒ To increase housing options for families
☒ Other (list below)

Exception rents for non-impacted areas (DHO)

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

☒ Annually
☐ Other (list below)

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

☒ Success rates of assisted families
☐ Rent burdens of assisted families
☒ Other (list below)
Marketability requirements to attract landlords in non-impacted areas.

(2) Minimum Rent

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

☐ $0
☒ $1-$25
☐ $26-$50

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

Hardships may include but are not limited to situations in which families are awaiting eligibility determination to receive federal, state or local assistance, loss of employment, death or other situations as determined by BHA.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	567	134
Section 8 Vouchers	1618	130
Section 8 Certificates		
Section 8 Mod Rehab	138	20
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		
Section 8 New Construction	130	30

C. Management and Maintenance Policies

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

(1) Public Housing Maintenance and Management: (list below)

ACOP

(2) Section 8 Management: (list below)

Admin Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

☐ PHA main administrative office
☒ Other (list below)

Section 8 Department located at 3805 E. Lucas, Beaumont, Texas

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

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

-or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

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

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

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

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

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites I 1b. Development (project) number: **TX24P023-011**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (12/01/04)
5. Number of units affected: 3 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **12/04** b. Projected end date of activity: **12/05**

Demolition/Disposition Activity Description

1a. Development name: Scattered Sites 1b. Development (project) number: **TX24P023-006**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (12/01/04)
5. Number of units affected: 2 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **12/04** b. Projected end date of activity: **12/05**

Demolition/Disposition Activity Description
1a. Development name: Concord Homes 1b. Development (project) number: **TX24P023-003**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (05/25/04)
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (unoccupied acreage) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **05/04** b. Projected end date of activity: **10/05**

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: **Lucas Gardens and Grand Pine Courts** 1b. Development (project) number: **TX023004**
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or planned for submission**: (08/30/04)**
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: **150** 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]
Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)

☐ Units addressed in a pending or approved HOPE VI Revitalization Plan
(date submitted or approved:)
☐ Requirements no longer applicable: vacancy rates are less than 10 percent
☐ Requirements no longer applicable: site now has less than 300 units
☐ Other: (describe below)

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

1. ☒ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

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

Public Housing Homeownership Activity Description
(Complete one for each development affected)

1a. Development name: **First Time Homeownership Program** 1b. Development (project) number: **TX023-009**
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: **(06/01/1996)**
5. Number of units affected: 54 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

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

If yes, list criteria below:

- Must be a current participant on the Section 8 Program.
- Must be gainfully employed and have been employed continuously for at least 1-2 years.
- Meet the HUD definition of "first-time homebuyer".
- Attend pre-purchase homeowner counseling classes before entering into a sales contract.
- Provide a minimum homeowner downpayment, etc.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? **07/22/03**

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

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

☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Core Home Ownership Classes	*25*	*FSS Participants*	*Resident Empowerment Department*	*Both*
G.E.D., Resume' Writing, Job Interviewing Skills	All Clients (FSS)	Referred As Needed	Texas Workforce Commission	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	**0**	**112** **04/12/04**
Section 8	**75 (19 completed)**	**56** **04/12/04**

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

C. Welfare Benefit Reductions

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

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

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

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

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

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

All Developments

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

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

☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☒ Crime Prevention Through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☒ Volunteer Resident Patrol/Block Watchers Program
☒ Other (describe below)

Contracting off duty police for weekend coverage

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

All Developments

C. Coordination between PHA and the police

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

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

Police substations
Police attend Resident Council meetings

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

All Developments

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

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

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

1. ☐ Yes ☒ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☒ Not applicable
☐ Private management
☐ Development-based accounting
☐ Comprehensive stock assessment
☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)

☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.

☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

Resident Advisory Board Meeting Schedule

Date	Location
March 5, 2004	Central Office
March 26, 2004	Central Office
April 7, 2004	Central Office
April 28, 2004	Central Office
May 14, 2004	Grandpine Courts
May 19, 2004	Lucas Gardens
June 4, 2004	Tracewood I
June 7, 2004	Concord Homes
June 8, 2004	Northridge Manor
June 9, 2004	Magnolia Gardens

Resident Advisory Board Members

Mary Jane Alston	Howard Boone
Amarillo Banks	Tara Burrows
Vernie Bell	Leroy Edward
Frederick Beverly	Joe Guidry
Lorina Harmon	Ovide Jones
Violet McKinney	Robert Ramsey
Sharon Steen	Eddie Tronser

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

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

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

3. Description of Resident Election Process

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

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe)
HUD Appointed

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☒ Other (list)

HUD Appointed

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: **City of Beaumont**

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

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

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

The City of Beaumont Consolidated Plan clearly demonstrates support for the BHA Annual Plan. BHA provided extensive input on the development of the City of Beaumont's Consolidated Plan.
Several strategies were developed to deal with both housing shortages and a high poverty rate.

AFFORDABLE HOUSING STRATEGY

1) BHA will maximize the number of affordable units available by maintaining or increasing Section 8 lease-up through creative marketing and outreach and effectively screening Section 8 applicants to increase owner acceptance of program.

2) In an effort to increase the number of affordable housing units, BHA and the City of Beaumont will leverage affordable housing resources in the community through the creation of mixed-finance housing

3) Employ marketing activities to increase awareness of BHA resources among families of races and ethnicities with disproportionate needs, and conduct activities to affirmatively further fair housing.

4) Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units and market the Section 8 program to owners outside of areas of poverty/minority concentrations.

ANTI-POVERTY STRATEGY

In reducing the number of households with incomes below the poverty line, the jurisdiction will take the following actions:

1) The Beaumont Housing Authority will sponsor a Family Self-Sufficiency Program for both Public Housing and Section 8. It provides programs and services over an 18-month period, which should enable participant(s) to become independent and self-sufficient by the end of the allotted period.

2) The BHA will commit to working with local employers, social service agencies, educational institutions and manpower training agencies to develop employment and employment training opportunities for its resident body.

3) The BHA will commit to generating employment opportunities for its residents through contractors and subcontractors to the maximum extent possible.

4) The BHA will commit to educational activities as a part of its general social services programming through the establishment of an on site GED program.

5) The BHA will assist residents to develop their own business enterprises and will do business with those enterprises to the extent allowable by federal regulations. The City's Micro Loan Program is available to BHA residents who would like to start their own businesses.

6) Using HOME funds through the local CHDO's, the City will offer down payment, closing costs and mortgage principal buy-downs to eligible first time home buyers.

7) Using CDBG and HOME funds, the City will offer forgivable loans to eligible homeowners whose homes are in need of rehabilitation.

D. Other Information Required by HUD

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

Beaumont Housing Authority
Low Rent

Concord Homes
2020 Cottonwood
Beaumont, Jefferson County, Texas 77703

Grand Pine Courts
2835 Texas Avenue
Beaumont, Jefferson County, Texas 77703

Lucas Gardens
3795 E. Lucas
Beaumont, Jefferson County, Texas 77708

Magnolia Gardens
3710 Magnolia
Beaumont, Jefferson County, Texas 77703

Tracewood I
4075 Arthur
Beaumont, Jefferson County, Texas 77708

Tracewood II
4935 Concord
Beaumont, Jefferson County, Texas 77708

Scattered Sites I

Scattered Sites II

Scattered Sites 06

Scattered Sites 09 - Homeownership

HOUSING AUTHORITY

of the City of Beaumont, Texas

ADMISSIONS AND CONTINUED OCCUPANCY POLICY A.C.O.P.

REVISED

JULY 2004

ADMISSIONS AND CONTINUED OCCUPANCY PLAN
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INTRODUCTION AND STATEMENT OF LOCAL OBJECTIVES

The overall objective of a Housing Authority is to provide low-income families housing that is decent, safe and sanitary on a continuing basis. Residents play an important role in the Authority's ability to accomplish that mission. Selection and approval of housing residents and their continued occupancy of units affects rental income, maintenance of dwelling units, safety and security of residents and employees, and the impressions or perceptions that the Authority makes on the general public.

Consequently, it is essential that an Authority have written policies and procedures that provide for adequate screening of applicants and for continued occupancy of dwelling units by residents.

This document contains the Beaumont Housing Authority's policies pertaining to the admission and continued occupancy of its residents. It is organized basically in the order of concerns that responsible BHA staff members encounter in selecting and reexamining residents. These policies include requirements in the Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and other civil rights requirements, HUD Regulations, the Annual Contributions Contract, and state and local laws.

BHA staff members in the housing management area are primarily responsible for implementing the policies contained in the following sections of this document.

LOCAL OBJECTIVES

In addition to the general statement above, the Admissions and Continued Occupancy Policy, herein after referred to as the ACOP, is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level
- To operate a socially and fiscally sound public housing agency that provides drug-free, decent, safe and sanitary housing with a suitable living environment for residents and their families
- To avoid concentrations of economically and socially deprived families in any one or all of BHA’s public housing developments
- To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents, or, the physical environment of the neighborhood, or, create a danger to BHA employees

FAIR HOUSING POLICY

It is the policy of BHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, BHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUDs Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, BHA will provide access to information to public housing residents regarding ‘‘discrimination. Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/tenants file.

PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement that states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.
(Reference HUD Form 9886)

SECTION 1. NONDISCRIMINATION REQUIREMENTS

In making decisions concerning admission and occupancy of dwelling units, BHA must comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequent legislation concerning the handicapped and the aged. The following outlines BHA's general policy concerning the requirements and specific actions to be taken in the admission and occupancy process.

A. GENERAL POLICY

1. The Housing Authority of the City of Beaumont, Texas, will not discriminate against any person or family because of race, color, creed, age, sex, religion, handicap, national origin, or familial status, in any phase of the occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, and termination of occupancy.

2. There will be no intimidation or retaliation actions by BHA or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto.

3. The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling unit.

4. BHA will abide by the nondiscrimination requirements of 24 CFR 960.203:

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24 CFR part 1)

    b. The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on handicap in residential real estate-related transactions. (24 CFR parts 100, 108, 109, & 110)

    c. Executive Order 11063 on Equal Opportunity Housing. (24 CFR part 107)

    d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on handicap in programs receiving Federal financial assistance. (24 CFR part 8)

    e. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance. (24 CFR part 146)

    f. Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

B. SPECIFICATIONS

1. BHA will not, on the grounds of race, color, creed, sex, religion, age, handicap, national origin, or familial status:

   a. Deny a person or family admission to housing or related benefits.

   b. Provide housing that is different than that provided others, except for elderly and handicapped.

   c. Subject a person to segregation or disparate treatment in any matter related to housing benefits.

   d. Restrict a person in any way in access to any benefit or enjoyment of any advantage or privilege enjoyed by others in connection with housing programs.

   e. Treat a person differently from others in determining whether the person satisfies any occupancy, admission, enrollment, eligibility membership or other requirement or condition that the person must meet.

   f. Deny any person the opportunity to participate in the program or activity through the provision of services or otherwise afford the person a different opportunity to participate from that afforded others.

   g. Deny a person access to the same level of services as provided to others.

   h. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing programs.

   i. Represent because of race, color, or national origin, that dwellings are unavailable for rental when they are available.

2. It will not intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights.

3. It will not deny physically handicapped persons an opportunity to apply for housing due to inaccessible application offices. Accessibility to the main office is available.

4. It will not assign employees in a way that would result in discrimination against applicant or residents.

5. It will make sure that all employees of BHA, especially those who are involved in the admissions process, are familiar with discrimination and nondiscrimination requirements.

6. It will prominently display a fair housing poster at (a) each office where applications are taken, and (b) each management office, except single-family dwellings.

7. It will maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of the household of all applicants and residents.

8. It will not discriminate in the rental, or otherwise make unavailable or deny, a dwelling to any renter because of a handicap of:

    a. That renter;

    b. A person residing in or intending to reside in that dwelling after it is rented, or made available; or

    c. Any person associated with that person.

9. It will not discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of:

    a. That renter;

    b. A person residing in or intending to reside in that dwelling after it is rented, or made available; or

    c. Any person associated with that person.

10. It will not make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person, has a handicap, or make an inquiry as to the nature of severity of a handicap of such a person. However, this paragraph does not prohibit BHA from making the following inquires, provided that these inquiries are made of all applicants, whether or not they have handicaps:

    a. Inquiry into an applicant's ability to meet the requirements of tenancy;

    b. Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with handicaps or persons with a particular type of handicap;

    c. Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with particular type of handicap;

    d. Inquiry to determine whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance; or,

    e. Inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

11. BHA will not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others. The detailed procedures in Section 7-Resident Screening and Verification, of this policy, will describe how such individuals will be identified prior to occupancy.

12. BHA will periodically review its policies and procedures to assure compliance with civil rights requirements including the Civil Rights Acts of 1964, and 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 11063, and the Fair Housing Act of 1988. BHA will review its policies and procedures, at least annually, to assure compliance with civil rights requirements including the Civil Rights Acts of 1964 (24 CFR part 1), the Fair Housing Act of 1988 (24 CFR parts 100, 108, 109, & 110), Executive Order 11063 (24 CFR part 107), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), the Age Discrimination Act of 1975 (24 CFR part 146), and Americans with Disabilities Act 1990 (42 U.S.C. 12101-12213).

C. SERVICE POLICY/REASONABLE ACCOMMODATIONS

1. BHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services.

2. Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation meets the need presented by the disability.

3. Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

4. All BHA mailings will be made available in an accessible format upon request as a reasonable accommodation.

5. A reliable and knowledgeable professional will verify all requests for accommodation or modification.

6. BHA will make a reasonable effort to provide accessibility to individuals with long term but temporary disabilities that limit their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. Verification of the temporary nature of the disability and the approximate length of time of disability will be verified through a qualified health or services professional.

D. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, BHA will consider the following factors:

1. The number of applicants and tenants who do not speak English and speak the other language.

2. The cost per client of translating the documents into the other language.

3. The cost of providing documents in Braille for sight impaired applicants/tenants.

SECTION 2. OUTREACH PROGRAM

A. OVERVIEW

1. The purpose of BHA's outreach program is to inform eligible families of the availability of the public housing program and to attract a sufficient number and variety of applicants to fill all vacancies as they arise.

2. BHA will conduct affirmative marketing to specified types and groups of families to insure that all eligible participants have an equal opportunity to utilize the program.

3. BHA will affirmatively market its Public Housing Program to predominantly non-minority neighborhoods throughout the Beaumont SMSA

4. It will also conduct other outreach efforts from time to time if it finds that certain categories of families are not making applications in sufficient numbers to keep dwelling units occupied.

5. BHA will notify all community organizations serving under-represented racial and ethnic groups, the elderly and ethnic groups, the elderly and persons with disabilities, churches, social service agencies, etc., of the availability of the Public Housing Program, and that BHA does not discriminate on the basis of race, color, and national origin, sex disability, or familial status.

B. PUBLIC NOTICE TO FAMILIES

Each time BHA enters into an Annual Contributions Contract with HUD for new units, it will make known to the public, through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of it's housing assistance for low-income families, unless it has earlier suspended application-taking and the size of the new allocation of dwelling units does not warrant resumption of such procedures. The public notice will:

1. Advise families where they may apply for the program.

2. Give a brief description of the program.

3. State that applicants must submit a written application if they wish to apply.

4. Itemize the income limits in the public notice, including the low income limits, up to 80% of area median income (AMI).

C. SPECIAL OUTREACH

BHA will take affirmative action in marketing the program, to insure that opportunities for program participation are adequately publicized to the following:

1. Families identified by BHA as being among those least likely to apply, including the frail elderly, homeless and disabled because of their inability to travel to BHA application office.

2. Families identified in the jurisdiction Consolidated Plan as being expected to reside in BHA's jurisdiction because of present or planned employment.

D. EQUAL OPPORTUNITY

All outreach efforts must be accomplished in accordance with the nondiscrimination requirements of Federal, state laws, and HUD guidelines for fair housing, which require the use of the equal opportunity logotype, statement, and slogan.

E. PLANNING FOR OUTREACH

Within the constraints of its financial resources and the number of applicants needed, BHA will utilize methods such as the following to attract eligible families:

1. Identify local resources for performing outreach functions, such as BHA staff, community groups and agencies, elements of City and County governments, colleges and universities;

2. Post notices in places of employment, unemployment offices, welfare offices, Post Offices, grocery stores, churches, community halls, city and county offices, utility companies, and senior citizen centers;

3. News stories in daily and weekly newspapers and other local publications;

4. Public service announcements by local radio and television stations in English and any other language common to the area;

5. Oral presentations before organizations, groups and agencies that serve the elderly, handicapped, disabled, homeless, and victims of domestic violence;

6. Notices in church bulletins and newsletters; and

7. Encourage applicants and residents to inform their friends and relatives about the public housing program.

F. THE OUTREACH "MESSAGE"

1. The outreach message will inform families of where, when, and how families may apply for the program, and will also include information about BHA's application procedures.

2. BHA will also stress characteristics of the housing program which appeal to low-income families, such as the fact that the rent is based on income and includes the cost of utilities (except telephone, A/C and cable); that elderly, handicapped or disabled residents may own a pet, and dwelling units may be more attractive in appearance than the single-family homes where applicants live.

G. OUTREACH TECHNIQUES

Family characteristics, ethnic backgrounds, income levels, age, health, and employment opportunities are all among the various factors that influence families' decisions on whether to apply for public housing. As needed, special efforts will be made to attract the following types of families when the numbers of residents in these categories are low in relation to all of the resident population.

1. Non-elderly, "working poor" families receiving no welfare or other public assistance income, and whose members are only marginally employed.

2. Elderly families whose heads, spouses, or sole members are sixty-two (62) years of age or older.

3. Homeless Families

4. Physically and mentally handicapped or disabled individuals and families, including persons who may be unable to complete an application.

5. Involuntarily displaced families, such as those affected by new streets, roads or highways that make their current dwellings uninhabitable, or families whose rental apartments have been converted into other types of housing, such as condominiums.

6. Special efforts will also be directed towards minorities, agricultural workers, and people who already receive some other form of government assistance.

H. MONITORING AND EVALUATING OUTREACH EFFORTS

BHA will establish and maintain internal documentation and monitoring procedures, which will enable it to analyze the effectiveness of its outreach program.

For example, it may design an appropriate form and, as part of its application process, ask each applicant how they heard about the public housing program, especially families among the groups identified as those least likely to apply. Such procedures will help the Authority determine the cost effectiveness of each method of outreach, as well as show where the outreach program needs to be improved, discontinued, or emphasized.

SECTION 3. APPLICATION FOR ADMISSION

BHA has one location for submission of applications for dwelling units, the Administrative Office, 3805 E. Lucas, Beaumont, Texas, 77708. Each person or family seeking admission to a unit must submit a written application. When applications are being accepted, BHA accepts them between the hours of 8:00 a.m. to 11:30 a.m. and 1:00 to 3:30 p.m. on Monday and Wednesday each week. Steps for processing applications are outlined below. Accessibility is available for the handicapped or disabled.

A. BHA will accept an application from any person or family who wants to apply, even if an informal discussion indicates that the applicant may not be eligible.

B. The application must be signed by both the applicant and the BHA, dated-stamped, time-stamped, and referred to a central resident selection and assignment office for processing.

C. Each application will be processed to the extent necessary to determine whether the applicant is eligible.

D. The application may be filled out by the applicant, or by BHA, but must be checked for completeness by BHA, in the presence of the applicant, before the application is submitted.

E. BHA may request from the applicant documentation needed to verify the information the applicant provides at the time the application is taken.

F. In addition to obtaining information from the applicant, BHA will respond to questions from the applicant, and will provide whatever BHA-related information the applicant may desire, including information about the public housing program, the dwelling lease, and the number of bedrooms in units at various developments or sites.

G. BHA will also inform applicants of any other housing assistance programs BHA administers. If the applicant is interested, BHA will advise the applicant how and where to apply for those programs at other localities, where available.

H. BHA may distribute applications at more than one location, so long as the applications are received and processed at a central resident selection and assignment office.

BHA will make special arrangements to take the applications of persons who are unable to come to the office, such as elderly, handicapped, or disabled persons. It will utilize other locations as will afford applicants the greatest opportunity to exercise their rights under the resident selection and admission policies and procedures. The staff will make reasonable accommodations for families including, but not limited to, making a home visit, mailing application to family, etc. as circumstances warrant.

I. If BHA determines that the notification to all applicants on a waiting list is impracticable because of the length of the list, it may provide this notification to fewer than all applicants on the list at any given time.

J. In the application screening or admission of all applicants and residents, BHA will apply the definitions of "standard, permanent replacement housing", "involuntary displacement", "substandard housing", "homeless family", "family income", and "rent" set forth in the Authority's Definitions section of these policies.

SECTION 4. RECORD OF APPLICATIONS AND WAITING LIST

The following are procedures for documenting actions taken by BHA employees in processing applications for dwelling units.

A. Each applicant's name will be placed on the Record of Applications (Community-Wide Waiting List), based on the date and time the application is received, and the following required criteria:

1. Itemize the income limits in a public notice, including the low-income limits, up to 80% of area median income (AMI).

B. BHA will indicate on the Record of Applications the applicant's name; date and time of application; race/ethnicity; whether the applicant is eligible or ineligible; the date and time the applicant was offered a unit, the unit number and location, the date applicant was assigned a unit, or the date the applicant rejected the assignment, and any circumstances pertaining to assignment of a unit, such as removing the applicant's name because the applicant requested this, when BHA makes a phone inquiry and/or sends a letter, and discloses that the applicant is no longer interested, or the applicant no longer qualifies. Applicants on the waiting list shall contact BHA every six (6) months to determine interest, qualifications, and application renewal.

C. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, other statutory requirements and HUD regulations and policies, BHA will make offers from the Record of Applications.

D. ORGANIZATION OF THE WAITING LISTS

1. The Record of Applications (Waiting List) will be organized in a manner that BHA can easily identify the date and time the application was submitted, the size and type of unit needed, and other decision-making factors.

2. BHA will not solicit a statement from any applicant regarding his or her desire to live in a particular development or group of developments.

3. All waiting lists will be community-wide in scope.

E. UPDATING THE WAITING LISTS

1. BHA will update its waiting list at least once every six (6) months, in order to remove the names of applicants who are no longer interested in being admitted, or who no longer qualify for admission.

2. BHA will document the reason for removing any applicant's name from the waiting list(s).

3. BHA requires applicants:

    a. To report any changes in family composition or circumstances, and any significant changes in income or assets, which would affect the family's eligibility, the type of development, the size and type of unit needed and

b. To report, in writing, every six (6) months, whether they are still interested in being admitted to public housing. If there is no response to BHA's efforts to contact the applicant, they will be removed from the waiting list and their application withdrawn.

4. BHA will not remove an applicant's name from the waiting list(s) unless:

   a. The applicant requests that the name be removed; or

   b. The applicant has been clearly advised of a requirement to tell BHA of the applicant's continued interest by a particular time, and failed to do so; or

   c. BHA has made reasonable efforts to contact the applicant, to determine if there is continued interest, but BHA has been unsuccessful in locating the applicant; or,

   d. BHA has notified the applicant, in writing, of its intention to remove the applicant's name from the waiting list(s), because the applicant no longer qualifies for Public Housing.

   e. Applicant fails to satisfy Tenant Selection Criteria as outlined in this policy.

F. CLOSING THE WAITING LIST

BHA will not close its waiting list

G. APPLICANT FILES

BHA will establish and maintain a file containing information on each applicant. Such files will be retained for at least three (3) years after application.

Applications and material submitted by the family will be retained for a minimum of five (5) years if there is an INS appeal and/or an informal hearing with BHA concerning the citizen/non-citizen documentation. The files will contain the following:

1. The application for financial housing assistance;

2. The form completed by the family for income reexamination;

3. Photocopies of any original documents (front and back), including Original INS documents;

4. The signed verification consent form;

5. The INS verification results (both primary and, if applicable, secondary);

6. The request for an INS appeal;

7. The final INS determination;

8. The request for a BHA informal hearing; and

9. The final BHA informal hearing decision.

SECTION 5. ELIGIBILITY REQUIREMENTS

To be eligible for BHA dwelling units, applicants must meet certain requirements concerning familial status and income. Those requirements are outlined below.

A. GENERAL ELIGIBILITY REQUIREMENTS

BHA will determine whether an applicant for participation in the low-rent housing program qualifies as a family; is income-eligible, and has disclosed and verified Social Security numbers and is a U.S. Citizen or national or meets eligible non-citizen immigration status.

1. Definition of a Family

   The applicant must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

   a. Two or more persons who are related by blood, marriage, or operation of law.

   b. Two or more persons who are not related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources over a period of at least one year, and who will continue living together in BHA housing.

   c. The term family also includes, but is not limited to:

      1. a family with or without children;
      2. a single pregnant female;
      3. an elderly family;
      4. a disabled family (head or spouse);
      5. a displaced family;
      6. the remaining member of a tenant family;
      7. a single person who is not elderly, displaced or a person with disabilities, or the remaining member of a tenant family;
      8. two or more elderly or disabled persons living together;
      9. one or more elderly or disabled persons living with one or more live-in aides;
      10. two or more near elderly or disabled persons living together;
      11. one or more near elderly or disabled persons living with one or more live-in aides.

   d. The temporary absence of a child from the home due to placement in foster care for a period anticipated to be less than twelve months shall not be considered in determining the family composition and family size.

2. Income Eligibility

   a. Overall Income Eligibility for Admission

      1. No family other than a low-income family as defined in regulations is eligible for admission to low-rent public housing units.

   b. Family Income

      1. A family's annual income, at the time of admission, may not exceed the income limits established by HUD and published in the Federal Register with respect to the Beaumont, Texas, Metropolitan Statistical Area, for the current year. (See Appendix D)

   c. BHA will not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless:

      1. It has identified, for possible rental by the family, a unit of decent, safe, and sanitary housing, of suitable size, available at a rent not exceeding the Tenant Rent; or,

      2. It is permitted to do so by state or municipal law.

   d. BHA shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions of low-income families must be maintained by BHA to ensure that admission requirements and targets are met.

3. Social Security Numbers

   Social Security verification requirements are outlined in 24 CFR Part 5.210-5.238 - Disclosure of Social Security and Employer Identification Numbers.

   All family members age six and over must disclose all Social Security numbers assigned to them by the Social Security Administration. This includes any numbers assigned to applicant/participant family members under any other names. Verification of these numbers must be provided. As minor family members reach the age of six, the family must provide assigned numbers within 60 days. Extensions may be granted, provided the family can provide evidence that the number has been applied for in a timely manner.

   New family members over the age of six added after admission are required to disclose Social Security numbers at the time of screening or annual re-examination, whichever comes first.

   Should a family member not have a Social Security number, they must certify that they do not, in fact, have a number.

   Failure to disclose all Social Security numbers as required or certify that a family member does not have a number, is cause for denial of admission or termination of assistance, subject to the family's right to an informal hearing.

4. Authorization for the Release of Information/Privacy Act Notice:

   Each member of the applicant family who is 18 years of age or older, will sign an Authorization for the Release of Information/Privacy Act form (HUD-9886) authorizing HUD and BHA to request information from specified sources necessary to verify the household's income.

5. U.S. Citizen or Eligible Non-citizen Immigration Status:

   All applicants for public housing who are admitted after June 19, 1995,

   a. For a U.S. Citizen: sign a declaration of U.S. Citizenship, and verification of the declaration presenting a United States passport, resident alien card, registration card, or other appropriate documentation;

   b. For non-citizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

      1. A signed declaration of eligible immigration status; and

      2. Proof of age document.

   c. If a non-citizen:

      1. A signed declaration of eligible non-citizen immigration status,

      2. Provide original documents which verify status, and

      3. Sign a verification consent form

   Every adult family member must sign declaration of U.S. Citizenship or eligible immigration status. For each child, an adult residing in the assisted dwelling unit who is responsible for the child must sign the declaration.

6. All declarations submitted after November 26, 1996 will be verified.

B. Housing Assistance to an applicant family may not be delayed or denied based on delays by BHA, HUD, or INS. However, effective November 26, 1996, BHA may delay or deny assistance to a family until at least one family member has been determined eligible for assistance.

1. Delay to an applicant is permissible after the conclusion of the INS appeal process but assistance is not denied until the conclusion of BHA informal hearing process if the family requests the informal hearing.

2. Other events causing denial of assistance are:

   a. Evidence of citizenship (i.e., the declaration) and eligible immigration status is not submitted by the date specified in the written notice with the required date due or by the expiration of any extension granted in accordance with the written notice of an extension period; or

   b. Evidence of citizenship and eligible immigration status is timely submitted, but INS primary and second verification does not verify eligible immigration status of a family member; and

      1. The family does not pursue INS appeal or BHA informal hearing rights as provided in this section; or

      2. INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

3. A notice of denial or termination of assistance shall inform the family:

   a. That financial assistance will be denied or terminated with the reasons for the denial or termination;

   b. That they may be available for the proration of assistance; and

   c. That they have the right to request an appeal to the INS of the results of the secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with INS appeal procedures to INS; and

   d. That the family has the right to request an informal hearing with BHA within fourteen (14) days either upon completion of the INS appeal or in lieu of the INS appeal.

   e. The notice will also inform the family that the BHA cannot overrule the INS decision regarding eligible immigration status.

C. APPEAL TO INS

1. Submission of request for appeal. Upon receipt of notification by the responsible entity, that INS secondary verification failed to confirm eligible immigration status, the responsible entity shall notify the individual or family of results of the INS verification. After notification of the INS decision on appeal, or in lieu of request of appeal to the INS, the individual or family may request that the responsible entity provide a hearing. This request must be made either within thirty (30) days of receipt of the notice described in paragraph (d) of section 5.514, or within thirty (30) days of receipt of the INS appeal decision issued in accordance with section 5.514(e). The family communicating that request in writing directly to the INS shall make the request for appeal. The family must provide the responsible entity with a copy of the written request for appeal and proof of mailing. For good cause shown, the responsible entity shall grant the family an extension of the time within which to request an appeal.

2. Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the INS document verification request form G-845S (used to process the secondary verification request) or such other form specified by the INS immigration status verification results. The BHA will provide the family a copy of the G-845S which documents the ineligible status of a family member.

3. Decision by INS

   a. When decision will be issued. The INS will issue to the family, with a copy to the responsible entity, a decision within thirty (30) days of the receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the INS is unable to issue a decision within the 30-day time period, the INS will inform the family and the responsible entity of the reasons for the delay.

   b. Notification of INS decision and of informal hearing procedures. When BHA receives a copy of the INS decision, we shall notify the family of its right to request an informal hearing on BHA's ineligibility determination in accordance with the informal hearing procedures previously noted if the family has not been admitted. If the family has been admitted, pending all appeals, the grievance procedure will be used for the appeals process.

4. There will be no delay, denial or termination of assistance until completion of INS appeal process and BHA appeal of a family member's ineligible status is completed;

D. Individuals who contend not to have eligible immigration status must identify themselves BHA that they elect not to provide documentation of eligible immigration status or sign a declaration of eligible non-citizen immigration status. The family, however, must identify in writing to BHA, the family member (or members) who will elect not to contend that he or she has eligible status. However, family members who elect not to provide documentation concerning eligible non-citizen immigration status shall be required to comply with other requirements or assistance may be denied to the entire applicant family.

If a family member has chosen not to contend to have eligible immigration status, BHA may admit the family under PRORATED ASSISTANCE. See the section noted PRORATED ASSISTANCE to determine how the family's rent will be calculated.

SECTION 6. SELECTION POLICIES

In selecting applicants for dwelling units, personnel will be guided by the following procedures and requirements. Those policies, procedures and requirements are presented below.

A. Low Rent

1. These policies and procedures will:

   a. Not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., unwed mothers or families with children born out of wedlock);

   b. Assure that selection by BHA among otherwise eligible applicants is objective and reasonable;

   c. Provide that a family that is on the Section 8 waiting list will not lose its place on that waiting list by applying for admission to the public housing developments;

   d. Be consistent with BHA's responsibilities as a public body; and,

   e. Be in compliance with state, local and Federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, the provisions of the Annual Contributions Contract between HUD and the BHA, and 24 CFR Part 5.210-5.238, "Disclosure and Verification of Social Security Numbers and Employer Identification Numbers by Applicants and Participants in Certain Housing Assistance Programs."

2. Such policies and procedures will:

   a. Be duly adopted;

   b. Be publicized by posting copies in the office where applications are received, and by furnishing copies to applicants or residents upon request;

   c. Be specific and describe in detail the criteria and standards to be applied; and,

   d. Provide for verification and documentation of information relevant to the acceptance or rejection of an applicant.

3. Limitations on Admission

   a. Types of Developments and Units Available.

   b. Occupancy Standards (limitation on the minimum and maximum number of household members permitted to live in dwelling units of specified sizes).

   c. In accordance with requirements outlined in the Quality Housing and Work Responsibility Act of 1998, effective October 1, 1998, BHA shall annually fill at least 40% of its vacancies with families whose incomes are at or below 30 % of the Beaumont SMSA median income as determined by HUD. This threshold must be met while BHA implements its Broad Range of Income Policy described below.

4. Date and Time of Application, in each of the above circumstances.

    a. Applicants, who meet all the eligibility requirements, will be assisted first, according to the date and time of application.

    b. After all applicants are assisted the Housing Authority will then contact applicant families who are next on the Waiting List, according to date and time of application.

B. Scattered Sites Program

Applicants must be willing and able to perform the following:

1. Maintain their lawn, as well as, the interior of their residence. This shall include mowing of the lawn.

2. Change air conditioner filters, as needed, at a minimum of quarterly.

3. Abide by applicable Homeowners Association Policies and House Rules (applies to occupants of town homes).

Evaluations, verifications, screening and assignment/offers procedures will be conducted in accordance with the BHA's A & O Policy

SECTION 7. RESIDENT SCREENING AND VERIFICATIONS

In screening applicants, the BHA employees will follow Authority policies and procedures and verify all information submitted by applicants. The following outlines the actions to be taken in this process.

A. APPLICANT SCREENING

1. The resident selection criteria established and the information to be considered by BHA will be reasonably related to the individual attributes and behavior of an applicant, and will not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member.

2. The criteria established in relation to avoiding the concentration of families with serious social problems in BHA developments, and the information to be considered, will be reasonably related to whether the conduct of the applicant in present or prior housing has been such as would not be likely to interfere with other residents in such a manner as to adversely affect their health, safety or welfare, or affect adversely the physical environment or financial stability of the development if the applicant were admitted. Relevant information concerning the habits or practices to be considered may include, but is not limited to:

    a. An applicant's past performance in meeting financial obligations, especially rent;

    b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents; and,

    c. A history of criminal activity involving drug-related activity, a pattern of alcohol abuse, crimes of physical violence to persons or property, or other criminal acts which would adversely affect the health, safety or welfare of other residents.

    d. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. BHA may waive this requirement if:

        1. The person demonstrates successful completion of a rehabilitation program approved by BHA, or

        2. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

3. In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peace-full enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.

    a. Such screening will apply to all adult members of the household who are 18 years old or older

    b. Pursuant to the Housing Opportunity Program Extension Act of 1996 a criminal history report will be obtained from law enforcement agencies according to the following procedure:

1. For all applicable household members, BHA will submit to law enforcement agency name, sex, race, date of birth and social security number.

2. Based on the identifiers submitted, law enforcement agency will provide BHA with any criminal history conviction record information and outstanding warrants that are found on the Computerized Criminal History database and the appropriate Crime Information Center.

3. The law enforcement agency may also search the National Crime Information Center (NCIC) for criminal information outside of the state. If a record exists, law enforcement agency will notify BHA that such information was found, and will provide BHA with a copy of the information.

4. If the person disputes or contests the criminal history report received, BHA may at this time determine that a fingerprint check is necessary.

5. In no case will the applicant be charged for the cost of the criminal history checks.

c. If information is revealed in the criminal history record that would cause BHA to deny assistance to the household, BHA shall provide a copy of the record to the person for whom the record was received.

d. If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the BHA Grievance Policy.

e. Evidence of drug-related and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of assistance. Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.

f. Reasonable cause (e.g., information from the criminal report, credible informants, police reports) to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to a peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of assistance.

g. In both of the previous paragraphs above, BHA may waive its policy of denying assistance if the person demonstrates to BHA's satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

1. Has successfully completed a supervised rehabilitation program;

2. Has otherwise been rehabilitated successfully; or

3. Is currently participating in a supervised rehabilitation program.

h. In evaluating evidence of negative past behavior, BHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future, which could be supported by evidence of rehabilitation.

i. If, at any time during the program participation, BHA has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or agency employees, BHA may run a subsequent criminal check of that household member.

j. BHA will also order a criminal history on any individual or individuals age eighteen (18) years or older who are added to the lease after initial occupancy.

k. Records Management

1. All criminal reports received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.

2. All criminal reports, while needed, will be housed in a locked file with assess restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

3. Misuse of the above information by any employee will be grounds for termination of employment. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code. [Or, See State Government Code for legal penalties for misuse.]

4. If the applicant is determined to be eligible, the criminal report shall be shredded as soon as the applicant is housed. If the applicant is denied assistance, the criminal record information shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.

5. The agency will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

4. BHA will conduct comprehensive background checks that include screening for criminal activity. BHA will use uniform screening procedures designed to ensure that every newly admitted resident can be expected to comply with the basic rules of tenancy. Screening may also be conducted on all appropriate members of the applicant's household. BHA will work with the courts and law enforcement agencies to gain access to criminal records. It will also establish and implement a system of record management that ensures that records received are maintained confidentially, not misused or improperly disseminated, and BHA will destroy this information once action is taken. BHA will develop criteria to screen for drug-related and other criminal activity as outlined in the regulations and the 1996 "One Strike You're Out Policy."

5. All residents including elderly, disabled or handicapped individuals or family members must be able to physically, emotionally, or otherwise care for their health and well being, or arrange for reasonable accommodation to do same.

6. Applicants who conform to the occupancy standards on family size, family composition and extenuating circumstances discussed in the Section 10 titled "Occupancy Standards".

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if BHA has reason to believe that the applicant would be likely to interfere with other tenants enjoyment of the premises by adversely affecting their health, safety, welfare, physical environment or the financial stability of the development.

7. If an applicant is denied admission, BHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten calendar days to request an informal meeting (verbal and/or in writing) with BHA. A BHA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.

8. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

   a. Denied admission for one (1) year, which shall begin on the date of application for the following:

      1. Past rental record

      2. Bad rent paying habits

      3. Bad housekeeping habits, in and outside the unit

      4. Damages

      5. Disturbances

      6. Live-ins

      7. Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

   b. Denied admission for five (5) years for the following:

      1. Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

         BHA can waive this requirement if: the person demonstrates satisfaction successful completion of a rehabilitation program approved by BHA, or the circumstances leading to the eviction no longer exist.

      2. Fraud (giving false information on the application is considered fraud).

      3. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.

      4. Drug use without evidence of rehabilitation.

   c. Denied admission for ten (10) years for the following:

      1. Conviction for Drug Trafficking.

d. Denied admission for life for the following:

1. Any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

2. Any applicant who has been convicted of manufacturing or producing methamphetamine, or other drugs on the premises of the public housing project.

Note: As noted above these time frames are only guidelines and BHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation

B. CONSIDERATION OF FAVORABLE FACTORS

In the event of the receipt of unfavorable information with respect to an applicant, BHA will give consideration to the time, nature, and extent of the applicant's conduct, and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects, including:

1. Evidence of successful completion of appropriate rehabilitation program, for drug or alcohol-related problems (requiring certification from a health professional, or State certified program);

2. Evidence of the applicant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs; and,

3. Evidence of the applicant family's willingness to attempt to increase family income, and the availability of training or employment programs in the locality.

C. VERIFICATION

1. As a condition of admission to, or continued occupancy of, any assisted unit, BHA will require the family head and other family members to execute a HUD-approved release and consent form, authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or to release to BHA and to HUD necessary information. BHA will furnish applicants and participants a Release of Information/Privacy Act Notice [HUD-9886 (7/94)] when collecting information to verify income.

2. BHA will also require the family to submit documentation required for purposes of determining or auditing a family's eligibility, for determining the family's adjusted income or tenant rent, for verifying related information, or for monitoring compliance with equal opportunity requirements.

3. The use or disclosure of information obtained from a family or from another source pursuant to this release and consent will be limited to purposes directly connected with the administration of public housing or applying for assistance.

a. BHA must develop adequate procedures to obtain and verify information with respect to each applicant. Information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file.

b. Sources of information may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances.

c. BHA will verify drug-free status of applicants through drug-treatment centers. Verification of continued dependency will result in denial of admission to public housing.

d. BHA may establish resident advisory boards for consultation in connection with the resident selection process.

D. Any request from BHA to the applicant or to a third party for the purpose of verifying documentation will state in definite and clear terms the character, source, and content of the documentation sought.

E. The use or disclosure of information obtained from a family or from another source pursuant to this release and consent will be limited to purposes directly connected with administration of these BHA policies and procedures, or with applying for assistance.

F. CITIZEN AND NON-CITIZEN VERIFICATIONS

1. Citizens, including nationals, will sign a declaration, which will be subject to verification by BHA.

2. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Live-in attendants are not subject to the provisions of the Non-Citizen Rule. Eligible immigrants are persons who are in one of the six immigrant categories, as specified by HUD.

3. Non-citizens who have eligible immigration status will present documentation in one of the following categories:

   a. A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 21101(a)(15), respectively immigrants). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;

   b. A non-citizen who entered the U.S. before January 1, 1972, or such later INS date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General Under Section 249 of the INA (8 U.S.C. 1259);

   c. A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C.(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

   d. A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);

e. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) threat to life or freedom); or

f. A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

g. A non-citizen lawfully admitted for temporary resident as a student, is not eligible for assistance under the act. For purposes of this part, a non-citizen student is defined as a non-citizen who:

1. Has a residence in a foreign country that the person has no intention of abandoning;

2. Is a bona fide student qualified to pursue a full course of study; and

3. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning of other recognized place of study in the United States, particularly designated by such a person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report to the Attorney General the termination of attendance of each non-immigrant student (and if such institution of leaning or place of study falls to make such reports promptly the approval shall be withdrawn).

4. Family of non-citizen student. The prohibition on providing assistance to a non-citizen student as described above also extends to the non-citizen spouse of the non-citizen student and minor children who are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not apply to the citizen spouse of the non-citizen student and the children of the citizen spouse and non-citizen student.

4. No family will be admitted to housing until at least one family member has been determined to be eligible.

5. If BHA determines that an applicant has falsified or misrepresented family income, composition, circumstances, conduct or behavior, BHA will, on the basis of such falsification or misrepresentation, find the applicant ineligible for admission to a BHA dwelling unit. In justifiable cases, BHA may take such other action as deemed advisable.

SECTION 8. NOTIFICATION OF ELIGIBILITY

After completing the screening process, BHA will promptly notify applicants, ineligible and eligible, of the results of the screening. This will be done as follows.

A. INELIGIBLE APPLICANTS

BHA will promptly notify, in writing, any applicant determined to be ineligible for admission within ten (10) working days, and will provide the applicant, upon request, an opportunity for an informal hearing on such determination.

1. Informal hearing for denial of admission due to ineligibility, other than non-citizen eligibility:

    a. If the BHA determines that an applicant does not meet the criteria for admissions, BHA must promptly provide the applicant with written notice of the determination.

    b. The notice must contain a brief statement of the reasons for the determination, and will state that the applicant has the right to meet with BHA's designated person to review it.

    c. If requested, the meeting must be conducted by a person or persons designated by BHA. Those designated may be an officer or an employee of BHA, including the person who made or reviewed the determination, or his or her subordinate.

    d. The procedures must be carried out in accordance with HUD's requirements.

    e. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, national origin, age, familial status, or handicap.

2. Informal Hearing Procedures for Applicants Denied Assistance for Non-Eligible Immigration Status.

    a. Request for informal hearing will be personally presented either orally or in writing, to BHA's central office so that the grievance may be discussed informally.

    b. The applicant shall be provided a hearing before any person(s) designated by BHA (including an officer or employee of BHA), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

    c. The applicant shall be provided the opportunity to examine and copy at the applicant's expense, at a reasonable time in advance of the hearing, any documents in the possession of BHA pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing.

    d. The applicant shall be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

    e. The applicant shall be provided the opportunity to controvert evidence relied upon by BHA and to confront and cross-examine all witnesses on whose testimony or information BHA relies.

f. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf.

g. The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or BHA, as may be agreed upon by both parties.

h. The applicant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may, but is not required to be provided by BHA).

i. BHA shall provide the applicant with a written final decision, based solely on the facts presented at the hearing within fourteen (14) days of the date of the informal hearing.

j A decision against a family member, issued in accordance with 24 CFR 5.514(d) does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

k. If the family chooses not to continue to contend eligible immigration status, the family may be offered pro-rated housing assistance, if at least one family member is a U.S. citizen or has eligible immigration status (not a non-citizen student).

B. ELIGIBLE APPLICANTS

When a determination has been made that an applicant is eligible and satisfies all requirements for admission, including the resident selection criteria, the applicant will be notified, in writing, of the approximate date of occupancy insofar as that date can be reasonably determined.

C. RESIDENT ORIENTATION

Eligible applicants selected for admission, if provided by BHA, will be required to participate in an orientation program conducted by the Authority to acquaint new resident families with the policies herein; the Lease Agreement; maintenance procedures; services provided by BHA, grievance procedures; resident rights, responsibilities and obligations; and the operation of heating, cooling, and plumbing equipment in the units and FSS Program Guidelines.

BHA will notify all applicants, especially those with children who are under seven (7) years of age, of the dangers of lead-based paint poisoning, and whether blood lead level screening is available for those children, for general occupancy developments constructed prior to 1978. This will be done even though BHA may have completed all lead-based paint abatement requirements for all development units.

If blood level screening is available, the applicant will be advised to notify BHA if any of the applicant's children under seven (7) years of age who are tested have an elevated blood lead level.

SECTION 9. TYPE OF DEVELOPMENTS AND REQUIREMENTS

The following outlines requirements for general occupancy developments, developments for the elderly, and units designed for the handicapped or disabled.

A. GENERAL OCCUPANCY DEVELOPMENTS

1. BHA will not give either elderly families or non-elderly families a preference for admission to general occupancy developments.

2. An elderly family that wants to, or needs to, be admitted to a general occupancy development must be considered on the same basis as any other family.

3. BHA will consider the suitability of a development in relation to a family's needs.

   If units of appropriate sizes exist in both a general occupancy development and a development for the elderly, elderly families with children or young handicapped or disabled family members may be better housed in the general occupancy development.

B. DEVELOPMENTS FOR THE ELDERLY/DISABLED

1. Preference for Elderly/Disabled Families

   Unless BHA seeks HUD approval to designate certain developments or portions of developments for the elderly and/or disabled, BHA may not limit occupancy of certain units to those groups. If a non-elderly, non-disabled applicant is next on the waiting list and the unit available is located in a previously designated development for elderly/disabled, BHA must offer that unit to the applicant, even if the family includes children, as long as the composition and size of the family meets the BHA's occupancy standards.

   Mixed population developments (elderly and non-elderly disabled) may continue to be reserved for elderly and disabled families without specific HUD approval.

   a. In determining priority for admission to mixed developments, elderly and disabled families are given an equal preference over other singles

   b. When selecting applicants for admission from among Elderly Families BHA will follow its stated policies and procedures.

2. Discretionary Preference for Near Elderly Families

   a. In no event will BHA admit a near elderly family to a development for elderly families if there are eligible elderly families on BHA's waiting list that would be willing to accept an offer for a suitable vacant unit in an elderly development.

   b. When BHA determines that there are not enough elderly families to fill all of the units that are currently vacant or expected to become vacant within the next twelve (12) months, BHA will give near elderly families a preference for admission to developments for elderly families.

c. Before electing to give near elderly families such a preference, however BHA will conduct outreach to attract eligible elderly families, including:

1. Those groups that historically have been the least likely to apply; and

2. Where appropriate, elderly families residing in general occupancy developments.

d. If BHA elects to give near elderly families a preference for admission to developments for elderly families, BHA will follow its policies and procedures for applying the preferences when it selects applicants for admission from among near elderly families.

3. Discretionary Preference for Near Elderly Single Persons

a. If a near elderly applicant is a single person, he/she is given a preference for admission over other single persons to developments for the elderly.

4. BHA will not set a minimum age (such as 50 or 55) for the admission of handicapped persons or disabled persons to developments for the elderly.

5. BHA will not exclude families with children from developments for the elderly, provided such developments have dwelling units of the appropriate sizes for such families.

C. UNITS DESIGNED FOR THE HANDICAPPED OR DISABLED

1. Without incurring vacancies, BHA will make every reasonable effort to provide dwelling units that are specially designed for the handicapped or disabled families with physically handicapped members who require such units.

2. BHA may provide a dwelling unit designed for the handicapped or disabled to a family which includes a mobility impaired person even though the family head or spouse is not handicapped or disabled.

3. When there are not enough handicapped or disabled applicants to fill units especially designed for such persons, non-handicapped or non-disabled applicants may be offered such units. However, it must be made clear to the family that when another unit becomes available which meets the family's needs, they will be required to move if the accessible unit is needed for a family with a member who has a disability. The lease agreement will be modified to reflect this requirement.

D. SEE APPENDIX C FOR DEVELOPMENT UNITS.

SECTION 10. OCCUPANCY STANDARDS AND TRANSFER POLICY

BHA's occupancy standards specify the minimum and maximum number of household members who will be permitted to occupy dwelling units of various sizes, depending on family compositions and extenuating circumstances, such as the ages, sexes, and disabilities of household members. These standards are as follows.

A. Subject to the guidelines listed below, the number of persons occupying dwelling units of various sizes (number of bedrooms) will be as follows:

Number of Bedrooms	Minimum No. Of Persons	Maximum No. Of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8

B. Units will be so assigned according to minimum Housing Quality Standards and Texas State Code, and shall be at BHA's discretion, depending on availability.

C. Living room space may be used for sleeping purposes, according to minimum Housing Quality Standards and Texas State Code.

D. Every family member, regardless of age, will not be counted as a person. For the purpose of establishing the unit size for a family, an unborn child will be counted as a member of the family household.

E. Normally, two persons will be assigned to each bedroom.

F. Persons of opposite sex, except where no unit of a suitable size is available for transfer.

H. A live-in aide who is not a family member will be provided a separate bedroom.

I. For reasons of health, a separate bedroom may be provided for individual family members, as verified.

J. When BHA determines that a family is over-housed or under-housed according to the above standards, BHA will require the family to transfer to a unit of appropriate size.

1. BHA maintains a transfer list that includes the applicant's name, date of request for transfer, or date BHA became aware of the under/over housed condition, reason for the request, current bedroom size needed, and date of transfer.

2. Transfers necessary to correct over housed and under housed situations shall be made to units in complexes or sites where the transferee's race does not predominate, if there are appropriately sized units available in the vacancy pool. (Development sites where less than seventy-five (75) percent of the units are occupied by families of the same race as the applicant are considered projects where the applicant's race does not predominate.)

Over or under housed families shall be placed on the transfer list on the day BHA becomes aware of a family composition change or other circumstances requiring a change. Under housed families on the transfer waiting list shall be transferred before over housed families on the list.

Transfers of over/under-housed families will be affected prior to voluntary or family requested transfers.

In addition, transfer requests resulting from medical necessity will also be considered by BHA.

3. BHA will assume the reasonable cost of transfers in accordance with the Court Order for over housed and under housed families and for families required to transfer because of unit renovations. However, after the closure of the Young lawsuit, unless BHA requires relocation, those families who are over housed or under housed will bear their own cost for transfer.

4. Families who refuse an offer of a transfer to correct an over or under housed condition may be subject to eviction pursuant to the terms of their lease.

5. BHA will notify public housing tenants who are class members in the Young lawsuit of the opportunity to make a desegregation transfer to the Section 8 Certificate/Voucher programs that are administered by BHA. BHA will provide written notice to such tenants of the opportunity to apply for the Section 8 programs. BHA will adhere to the procedures applicable to the Section 8 programs in the selection of applicants, including those in its Equal Opportunity Housing Plan. BHA will inform all such tenants that they have the opportunity to use the Certificates and/or Vouchers in any location throughout BHA's jurisdiction.

6. Persons may only be added to the Lease under the circumstances of marriage, establishment of a stable relationship, operation of law, court appointed custody, birth of a child and at application. However, all requests for additions must meet normal BHA screening criteria.

K. Foster children will be counted as family members in determining the number of bedrooms.

L. If BHA is unable to fill units with families of appropriate sizes and types, it will house eligible families of the most nearly appropriate sizes on a temporary basis. Each such family will be informed, before moving in, of the dwelling lease agreement "to transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by BHA that such a dwelling unit is available."

SECTION 11. OFFERING THE UNITS

In its assignment of units, BHA will, to the maximum extent feasible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

Applicants will be grouped according to the following categories based on income ranges:

a) Group 1: Families with incomes between 0% and 30% of the area median income
b) Group 2: Families with incomes between 31% and 80% of the area median income

As required by QHWRA, 40%of the families admitted during the fiscal year must be admitted from Group 1. To ensure that at any given time BHA has not fallen below the required 40 %, BHA will analyze its move-ins on a monthly basis. If a monthly analysis determines that BHA has admitted fewer than 40% from Group 1, BHA will institute a policy of admitting two applicants from Group 1 for every one applicant admitted from Group 2 until the 40% threshold is met. When the 40% requirement is achieved, BHA will resume admitting families based on date and time of application. Any applicants passed over as a result of implementing this policy will be offered a unit in order of their placement on the waiting list.

In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the BHA may skip over a Group 1 family on the waiting list in order to house a Group 2 family with a higher income.

A. Each vacant unit in any public housing development or in any other development affected by the Young lawsuit shall be placed in a vacancy pool consisting of units that are vacant and not the subject of an outstanding offer to another applicant. Units in the vacancy pool shall be sub-divided by unit size and type. Applicants on the waiting list shall be grouped in accordance with the unit size required. The applicant with the earliest application date shall be offered an appropriately sized unit of their choice from the vacancy pool in the development site where the applicant's race does not predominate. The non-elderly applicant with the earliest application date shall be offered an appropriately sized unit of their choice from the vacancy pool.

B. In the event there is an appropriately sized unit available in the pool of vacant units in more than one development site where an elderly applicant's race does not predominate, the applicant will be offered a unit in the development site where there is the lowest percentage of the applicant's race.

C. BHA will offer an applicant a suitable unit. If the applicant refuses the unit, the applicant's name will be placed at the bottom of the BHA waiting list.

1. Any offer which is not accepted by the applicant within 5 calendar days of the date of the offer shall be returned to the Admissions Office for the following actions:

   a. No response, therefore the applicant will be removed from the waiting list

   b. Remain on waiting list with new date and time of application, at applicant's request

D. The applicant will not be considered to have been offered a suitable unit if:

1. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily (e. g., a specially designed unit that is awaiting a handicapped applicant needing such a unit);

2. The unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children less than seven (7) years of age to lead-based paint poisoning;

3. The applicant is unable to move at the time of the offer and presents clear evidence that substantiates this to the satisfaction of the BHA-examples:

    a. A physician verifies that the applicant has just undergone major surgery and needs a period of time to recuperate, and

    b. A court verifies that the applicant is serving on a jury which has been sequestered; and,

4. Accepting the offer would result in undue hardship to the applicant, and such acceptance is not related to consideration of race, color, creed, sex, age, religion, handicap, national origin, or familial status, and the applicant presents clear evidence which substantiates this to the satisfaction of the BHA.

5. Refusal of a very low-income family to accept a unit in a higher income development or vise versa will be considered “good cause.”

SECTION 12. RENTAL FEES AND OTHER CHARGES

The following outlines the policies and procedures for calculating rental fees and other charges to be paid by residents.

A. TENANT RENT

The amount of rent payable by residents will be the Tenant Rent, as defined in the Definitions section of these policies. The minimum monthly rent is fifty dollars ($50.00), with the exception of Section 8 New Construction development Northridge Manor, where the minimum monthly rent is twenty-five dollars ($25.00)

The Minimum Rent Requirement may be waived under certain circumstances.

1. Financial hardship status is to be granted upon request, beginning the first of the month following the request, for 90 days in the event of the following: Family must show documented proof of:

    a. The family is awaiting an eligibility determination to receive federal, state or local assistance, including legal aliens entitled to receive assistance under the Immigration and Nationality Act.

    b. Family income decreases due to changed circumstances such as separation, divorce, and abandonment.

    c. Loss of employment.

    d. Eviction resulting from non-payment of rent.

    e. Other situations determined by the BHA on a case by case basis, i.e. alimony, child support, etc.

    f. Death in the family

2. If a family initiates a request for a hardship exemption that BHA determines is temporary in nature:

    a. The exemption for non-payment of minimum rent will not be granted during the 90-day period beginning on the day the request is made.

    b. The family may not be evicted for non-payment of rent during this 90-day period. If the hardship is subsequently determined to be long-term, BHA will retroactively exempt residents from the minimum rent, adjust rent to the lower TTP or suspend the minimum rent until the hardship no longer exists.

    c. Should BHA determine there is no qualifying hardship the minimum rent will be reinstated and the family must pay back rents owed. A repayment agreement may be initiated.

    d. In the case of a temporary hardship, BHA will allow the family a maximum of 6 months to make payment of any delinquent minimum rent payments. However, the family must execute a repayment agreement.

B. TOTAL TENANT PAYMENT

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

1. Thirty percent (30%) of Monthly Adjusted Income; or

2. Ten percent (10%) of Monthly Income.

3. A minimum of $50.00, as adopted by BHA, or A minimum of $25.00 for Northridge Manor

C. TEMPORARY TOTAL TENANT PAYMENT

If BHA is unable to obtain all of the verification necessary to compute a resident's Tenant Rent on the date of admission, BHA will establish a temporary Total Tenant Rent, based on information supplied by the family in its application for admission.

The resident will be notified, in writing, that Total Tenant Payments are to be made on a temporary basis, pending determination of the final Total Tenant Rent.

The notice will make clear that the final Total Tenant Payment will be effective from the date of admission. Any overpayment will be credited to the resident's account and any underpayment will become due and payable.

BHA will make appropriate changes in the Dwelling Lease each time the Total Tenant Rent is adjusted.

The resident must report to the BHA every thirty days until the final Total Tenant Rent has been established

D. FLAT RENTS

BHA established Flat Rents for each dwelling unit in the Low Rent Housing Program. The Flat rent amount shall be based in the lesser of the monthly rental value of the units or the actual monthly cost attributable to providing and operating the dwelling unit. The rental value of the unit shall not exceed the HUD established Fair Market Rent (FMR) and will be reviewed for comparability every three years. Operating Costs will be determined using the most current audited financial statement figures.

BHA will establish different Flat Rents but retains the option to establish then as the same amounts each year if feasible.

BHA will annually offer each Low Rent family a choice between two rent options, the BHA established flat rent or an income-based rent.

E. RENT CHOICE

Tenants shall have a choice to switch from one method of rent payment (Flat Rent or Income Based) to another once every 12 months, at the time of initial occupancy or at the annual recertification time. The tenant may only switch payment methods once a year. After the switch, the tenant must continue paying the selected rent choice until the end of the annual lease period. BHA shall immediately allow tenants to switch payment methods for financial hardships including:

1. Situations where family income decreases because of reductions of employment, or less of other assistance;

2. Death in the family;

3. Increase in family expenses for medical, childcare, transportation, or similar situations;

4. Other situations determined by BHA.

5. Families that select and stay with Flat Rent Method will not have their Incomes reviewed for 3 consecutive years. Income will be reviewed upon the selection of the Income Based Method.

F. SPECIAL REEXAMINATION

If at time of admission a family's present conditions of employment are too unstable to develop the Adjusted Income for the purpose of determining Total Tenant Payment, BHA will schedule a special reexamination. This special reexamination will take place within 30, 60, or 90 days of admission, or at a date by which BHA estimates that the family's circumstances will be stable. If at the time of such special reexamination it is still not possible to make a reasonable estimate of Adjusted Income, special reexaminations will continue to be scheduled until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income.

G. ADJUSTMENTS RESULTING FROM CHANGES IN WELFARE BENEFITS WILL BE HANDLED AS FOLLOWS:

1. A family's loss of welfare benefits due to the expiration of the lifetime time limit is not considered as a failure to comply. BHA will lower the tenant's rent.

2. A family whose welfare benefits are reduced because of fraud, will not have its rent reduced.

3. The family's rent will not be adjusted until the basis for the reduction is confirmed through 3rd party verification.

4. Project-based Section 8 assisted property, Northridge Manor, must be based on verified income.

H. CHARGES IN ADDITION TO RENT

1. The BHA dwelling lease imposes charges for (1) the late payment of rent; (2) a security deposit; (3) charges for maintenance and repair beyond normal wear and tear; (4) charges for the consumption of excess utilities; (5) a pet security deposit and (6) the payment of all court costs, expenses and attorney fees incurred in enforcing the dwelling lease or in recovering possession of the premises, if ordered by the court, unless the resident prevails in such legal action.

2. BHA will provide basic pest control services without charges to its residents. BHA employees will perform the services, after obtaining any required permit or licenses, or via contract with an authorized, reliable pest control service. If a resident's housekeeping habits are such that insects and/or vermin persist, even after treatment of the dwelling unit by BHA, then that particular resident may be charged the actual cost of the additional service(s).

3. The security deposit and the pet security deposit are each made upon occupancy.

4. The payment of court costs occurs only when BHA takes action against the resident.

5. The other charges listed above will not become due and payable before the first day of the second month following the month in which the charge or charges incur and BHA provides two (2) weeks after notice to the Resident.

6. The Resident will be left a copy of the work order with charges or will be invoiced by BHA. Invoices and work orders will state that the resident has a right to grieve said charges according to BHA established grievance procedures.

7. Appendix A contains BHA’s list of Charges in Addition to Rent.

SECTION 13. DETERMINING ANNUAL INCOME, DEDUCTIONS, AND EXCLUSIONS

A. ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. 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 compensations for personal services;

2. The net income from operations of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deduction in determining the net income from a business. An allowance for the straightline depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   If the Family has Net Family Assets in excess of $5,000: Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. [See B. 15. Below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.]

5. Payments in lieu of earnings, such as unemployment and disability compensations, worker's compensation, and severance pay. (see paragraph B. 3, below concerning treatment of lump sum additions as Family assets);

6. All welfare assistance payments received by or on behalf of any family member. See 24 CFR э 5.609 (b)(6) for welfare rules applicable to "as-paid" states;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. Below concerning pay for exposure to hostile fire.)

B. Annual Income Exclusions [24 CFR ə 913.106]

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

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

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraph 4 and 5 above if the payments are or will be periodic in nature);

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

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution. (FR Vol. 60, #65/ 5 April 1995)

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

8. Certain amounts received that are related to participation in the following programs;

    a. Amounts received under HUD funded training programs (e.g. Step-up program; excluded stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

    b. Amounts received by a person with disabilities that are disregarded for a limited time for purpose of Supplementary Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

    c. Amounts received by a participants 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.) to allow participation in a specific program;

    d. Resident service stipends. A resident stipends is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for BHA that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

9. Temporary, non-recurring, or sporadic income (including gifts),

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

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

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

13. The incremental earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 USC 1437 et seq.), OR any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that: (a) is authorized by a Federal, State, or local law, (b) is funded by the Federal, State, or local government; (c) is operated or administered by a public agency; and (d) has as its objective to assist participants in acquiring employment skills.

    b. Exclusions period means the period during which the resident participates in a program described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 (42 USC1437 et seq.). If the resident is terminated from employment without good cause, the exclusion period shall end.

    c. Earnings and benefits means that incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

14. New employment, earned income and benefits received by a family member who was previously unemployed for 1 or more years; or whose earned income increases during the participation of a family member in a family self-sufficiency or other job training program; or who was in the last 6 months assisted under a state program for Temporary Assistance for Needy Families (TANF) and whose earned income increases will be excluded as follows:

    a. 100% of the increased income will be excluded from rent computation during the 12-month period beginning the date on which the employment commenced.

    b. Upon the expiration of the first 12 months, the rent may be increased except that during the next 12 month phase in period, the amount of the increase may not be greater than 50% of the amount the rent would otherwise have increased.

    c. The total months of using the 100 % and 50% of the Earned Income Disallowance cannot exceed a 48 month period.

15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

16. 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.

17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

18. Amounts specifically excluded by any Federal Statute from consideration as income for purpose of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in

the Federal Register identifying the benefits that qualify for this execution.) Updates will be published and distributed when necessary.

The following is a list of benefits excluded by other Federal Statute as of 3 August 1993 [FR Vol. 58, #147]:

- The value of the allotment provided to an eligible household for coupons under the Food Stamps of 1977 [7 USC 2017 (h)].

- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088].

Examples of program under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

- Small Business Administration Program such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executive (SCORE) and the Active Corps of Executives (ACE).

- Payments received under the Alaska Native Claims Settlement Act [43 U.S.C.1626 (a)].

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459e].

- Payments or allowances made under the Department of Health and Human Services' Low income Home Energy Assistance Program [42 USC 8624 (f)].

- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)]

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 State 2503-04);

- The first $2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and

- Amounts of scholarship funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087].

- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplementary Opportunity Grants, State Student incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)].

- Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Orange Product Liability Litigation, M.D.L. No 381 (E.D.N.Y.)

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Sat. 1785)

- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q)

- Earned income tax credit refund payments received on or after January 1, 1991(26 USC 32(j).

C. ANTICIPATED ANNUAL INCOME [24 CFR 913.106 (D)]

If it is not feasible to anticipate income for a 12-month period, BHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment.)

D. ADJUSTED INCOME [24 CFR 913.102]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

FOR ALL FAMILIES:

1. Childcare Expenses – A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek full time employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount not to exceed $50 per week when the expense is incurred to permit education or to seek employment. Proof of payment is required.

2. Dependent Deduction – An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. Work-related Disability Expenses – a deduction of unreimbursed amounts paid for attendant care of auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed.

   Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also, included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

   a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

   b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expenses less three percent of Annual Income (provide the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

FOR ELDERLY AND DISABLED FAMILIES ONLY:

1. Medical Expenses Deduction – A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. IRS Publication 502 will be used as a guideline for determining deductions.

   Medical expenses include but are not limited to: services of physicians and other health care professional services from health care facilities, health insurance premiums, (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aides and batteries, attendant care (unrelated to employment of family members), and payment on accumulated medical bills. To be considered for the purpose of determining a deduction from income the expenses claimed must be verified.

   a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent annual income.

   b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

2. Elderly/Disabled Household Exemption – An exemption of $400 per household, see Definitions in the next Section XIII.

E. RENT COMPUTATION

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, if the tenant agrees, directly to the utility company by BHA.

2. Total Payment is the highest of:

   - 30% of adjusted monthly income; or
   - 10% of monthly income;
   - Minimum Rent - $50.00 or $25.00 for Northridge Manor

3. Tenant rent is computed by subtracting the utility allowances for tenant supplied utilities (if applicable) from the Total Tenant Payment or the flat rent established. At developments where the BHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payments or the flat rent established.

F. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

1. BHA must compute all applicable income of every family member who is a member of the household, including those who are temporarily absent. In addition, BHA includes the income of the spouse or the head of the household if that person is temporarily absent.

2. Income of persons permanently absent will not be included. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

3. It is the responsibility of the head of household to report changes in income, assets and family composition. BHA will evaluate absences from the unit in accordance with this policy.

4. Absence of Entire Family:

   a. These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, BHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy. "Absence" means that no family member is residing in the unit.

   b. Families are required to notify BHA before they move out of a unit in accordance with the lease and this Policy and to give BHA information about any family absence from the unit.

   c. Families must notify BHA if they will be absent from the unit for more than 14 consecutive days.

   d. If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered vacated and the assistance will be terminated. In order to determine if the family is absent from the unit, BHA may, among other things:

      1. Conduct home visit;
      2. Write letters to the family at the unit;
      3. Telephone the family at the unit;
      4. Interview neighbors; and
      5. Verify if utilities are in service.

5. Absence of Any Member: Any member of the household will be considered permanently absent if s/he is absent from the unit for 90 days within a twelve-month period, excluding school attendance and military service which must be verified.

6. Absence due to Medical Reasons:

   a. If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, BHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

   b. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the "Absence of Entire Family" policy.

7. Absence due to Incarceration:

   a. If the head of household is incarcerated for more than 90 consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she is incarcerated for 90 days in a twelve-month period.

   b. The head of household must notify BHA within 14 days that they are incarcerated.

8. Foster Care and Absences of Children:

   a. If the family includes a child or children temporarily absent from the home due to placement in foster care, BHA will determine from the appropriate agency when the child/children will be returned to the home.

   b. If the time period is to be greater than 90 days from the date of removal of the children, the unit size will be reduced. If all children are removed from the home permanently, the unit size will be reduced in accordance with BHA's occupancy guidelines.

9. Absence of Adult:

   a. If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the unit to care for the children, BHA will treat that adult as a visitor for the first 14 days.

   b. If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.

c. The family will be required to notify BHA in writing within 10 days after an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

d. A full-time student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

10. Visitors:

a. Any person not included on the HUD 50058 who has been in the unit more than 14 days in any one month period, will be considered to be living in the unit as an unauthorized household member.

b. Absence of evidence of any other address will be considered verification that the visitor is a family member.

c. Statements from neighbors and/or BHA staff will be considered in making the determination.

d. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

e. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and BHA will evict the family since prior written approval was not requested for the addition.

f. In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and not a family member.

11. Reporting Additions to BHA:

a. Changes in family composition must be reported to BHA in compliance with the lease agreement. The tenant must obtain the prior written consent of BHA before permitting any additional persons to reside in the dwelling unit. Such new persons will be screened for admission in accordance with this Policy.

b. If the family does not obtain prior written approval from BHA, any person the family has permitted to move in will be considered an unauthorized household member.

c. An interim reexamination will be conducted for any additions to the household.

12. Reporting Absences to BHA:

a. If a family member leaves the household, the family must report this change to BHA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

b. BHA will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

G. AVERAGING INCOME

1. When Annual Income cannot be anticipated for a full twelve months, BHA may:

a. Average known sources of income that vary to compute an annual income, and;

b. Annualize current income and conduct regular and frequent interim reexaminations.

2. If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

3. Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

4. The method used depends on the regularity, source and type of income.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a face-to-face interim recertification every 30 days. This recertification will be limited to verification of the income of the resident and/or the non-employed status of the resident and dependents. Elderly family members and persons with disabilities will be exempt from the interim recertification.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

1. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, BHA, in calculating TTP, will exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

2. BHA must receive written third-party verification from the facility in which the member is confined.

J. REGULAR CONTRIBUTIONS AND GIFTS

1. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

2. Any contribution or gift received every 30 days or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. (See Section on "Verification Procedures," for further definition.)

3. If the family's expenses exceed its known income, BHA will question the family about contributions and gifts and the family must provide written third party verification from the provider of the income.

K. ALIMONY AND CHILD SUPPORT

1. Regular alimony and child support payments are counted as income for calculation of TTP.

2. If the amount of child support or alimony received is less than the amount awarded by the court, BHA must use the amount awarded by the court unless the family can verify that they are nor receiving the full amount.

3. BHA will accept as verification that the family is receiving an amount less than the award if BHA receives third-party verification from the agency responsible for enforcement or collection.

4. It is the family's responsibility to supply a certified copy of the divorce decree.

L. LUMP-SUM RECEIPTS

1. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets. The family must report such lump-sum additions to BHA within 10 days of occurrence.

2. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

3. Prospective Calculation Methodology: If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

   a. The entire lump-sum payment will be added to the annual income at the time of the interim.

   b. BHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

c. At the next annual rectification, BHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

d. The lump sum will be added in the same way for any interim that occurs prior to the next annual rectification.

4. Retroactive Calculation Methodology: If the payment is not reported on a time basis, the calculation will be done retroactively as follows:

a. BHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

b. BHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the BHA.

The retroactive calculation amount shall be due and payable on the first of the month following the calculation.

5. The amount owed by the family is a collectible debt even if the family becomes unassisted.

6. Attorney Fees: The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees. BHA must receive third party written verification from the attorney of such fees.

M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

1. BHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. BHA will count the difference between the market value and the actual payment received in calculating total assets.

2. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

3. BHA's minimum threshold for counting assets disposed of for less than Fair Market value is $5,000. If the total value of assets disposed of within the two-year period is less than $5,000, they will not be considered an asset.

O. CHILDCARE EXPENSES

1. Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

2. Allowability of deductions for childcare expenses is based on the following guidelines:

   a. Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working. Proof of expense is required.

   b. Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).

   c. Amount of Expense: BHA may survey the local care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, BHA may calculate the allowance using the guideline.

P. MEDICAL EXPENSES

1. When HUD rules and regulations are unclear as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

1. Applicability:

   a. Pro-ration of assistance must be offered to any "mixed" applicant or participant Family,

   b. "Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Section entitled "Recertifications."). Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

2. Prorated Assistance Calculation: Prorated assistance will be calculated by subtracting the family's TTP from the applicable Maximum rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

   a. Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

   b. Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

   c. Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

R. INCOME FROM TRAINING PROGRAMS AND EMPLOYMENT

Annual Income for the purpose of determining initial and/or continued eligibility, does not include:

a. The earnings and benefits to any family member resulting from participating in a program providing employment training and support services in accordance with the Family Support Act (42 U.S.C. 1473t) or any comparable Federal, State, or local law during the exclusion period.

b. Incremental earnings and benefits resulting from any family member from participation in qualifying state of local employment training programs.

SECTION 14. SECURITY DEPOSIT

A. BHA requires that their residents pay a security deposit. The purpose of this deposit is to reimburse BHA for any resident-caused damage to the dwelling unit, unpaid rent and other unpaid charges when a resident vacates the unit. Requirements concerning deposits follow.

B. BHA currently requires all non-elderly/disabled residents to pay a Security Deposit of $150.00 before occupancy occurs. Management has the discretion to allow payment of the security deposit in three installments of $40, $30 and $30, respectively. Elderly/Disabled residents are required to pay a security deposit of $75, which may also be paid in three installments. Residents of Northridge Manor, Section 8 New construction, are required to pay a Security Deposit in the amount equal to the total tenant payment or $50, whichever is greater.

1. BHA will deposit the Security Deposit paid by a resident in a bank or other lending institution. It will maintain full, accurate and detailed accounting records with respect to the Security Deposit paid by each resident.

2. BHA will not pay a resident interest on a security deposit deposited in an account in a bank or other lending institution.

3. BHA will not use the security deposit for any purpose whatsoever while the resident continues to occupy a dwelling unit.

4. When the resident vacates the premises, BHA will refund the security deposit to the resident in accordance to the state laws, provided the following conditions have been met.

    a. BHA and the resident have inspected the dwelling unit, and BHA attests that there are no resident-caused damages, or if there are such damages, the resident has paid the BHA for the cost of the necessary repairs and/or replacements to the dwelling unit.

    b. The resident does not owe BHA rent or other charges.

    c. The dwelling unit and all equipment therein have been left reasonably clean and free of all trash and debris.

    d. The resident has returned all keys to the dwelling unit and any or all tools, supplies and equipment borrowed from BHA.

C. If a resident dies leaving a security deposit and all of the above conditions prevail, BHA will dispose of the security deposit in accordance with state laws, rules and regulations pertaining to the resident's estate.

SECTION 15. UTILITY ALLOWANCES

A. Allowances for BHA-Furnished Utilities represent the maximum consumption units (e.g., kilowatt hours of electricity) which may be used by a dwelling unit without a surcharge for the excess consumption against the resident based on cost as outlined in Appendix B.

B. Allowances for Resident-Purchased Utilities represent fixed dollar amounts that are deducted from the Total Tenant Payment chargeable to a resident who pays the actual utility charges directly to the utility suppliers.

C. If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

D. When the utility allowance exceeds the family's TTP, BHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant unless the tenant has agreed, in writing, to a payment to the utility company.

E. Resident-Paid Utilities: The following requirements apply to residents living in or applicants applying to developments with resident-paid utilities:

a. When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving AFDC, BHA will encourage the family to consider a vendor payment plan for rent and utilities.

b. When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that BHA will be notified if the resident fails to pay the utility bill.

c. If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

d. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

e. Residents in units where BHA pays the utilities may be charged for excess utilities in accordance with the lease.

F. The information that follows does not apply to dwelling units which are served by BHA-Furnished utilities, unless check-meters are installed in the future to measure the actual utilities consumption of the individual dwelling units, except that residents in such units will be subject to charges for the consumption of resident-owned major appliances, or for the optional functions of BHA-Furnished equipment.

BHA will take the following actions with respect to Allowances:

1. For all check-metered utilities, establish Allowances for BHA-Furnished Utilities.

2. For all utilities purchased directly by residents establish Allowances for Resident-Purchased Utilities.

3. Maintain a record for the basis on which Allowances and Scheduled Surcharges are established and revised, plus records of any revisions to the Allowances and Scheduled Surcharges. BHA will make such records available for inspection by residents.

4. Provide all residents an opportunity to submit written comments at least thirty (30) days before the proposed effective date of the allowances, scheduled surcharges or revisions.

5. Maintain the resident comments and make them available for inspection by the residents and HUD.

6. Establish separate allowances for each utility, and for each category of dwelling units which are reasonably comparable in utility usage.

7. Establish Allowance for both BHA-Furnished Utilities and Resident-Purchased Utilities so that they include a reasonable amount of consumption for:

    a. Major equipment or utility functions furnished by BHA for all residents, such as a heating furnace and a hot water heater;

    b. Essential equipment, whether or not furnished by BHA, such as a cooking stove, range or refrigerator; and,

    c. Minor items of equipment furnished by residents, such as toasters and radios.

8. In establishing Allowances, take into account relevant factors affecting consumption requirements, such as the equipment and functions to be covered by the Utility Allowance; the local climate; design and construction of the housing development; energy efficiency of appliances and equipment; utility consumption requirements of appliances and equipment to be covered by the Total Tenant Payment; insulation, weatherization and other physical aspects of the housing development; and temperature of domestic hot water, size of units; and number of occupants.

9. Incorporate into the Utility Allowance the full price of any utility for which the resident pays a fixed price. For example, garbage collection.

10. For dwelling units that are subject to Allowances for BHA-Furnished Utilities and have check-meters installed, establish surcharges for utility consumption in excess of the allowances. Base surcharge on BHA’s average utility rate; compute the surcharge on BHA's average utility rate; compute the surcharge on either a straight per unit-of purchase basis (such as so many cents per kilowatt hour of electricity), or on a stated block of excess consumption, and describe in the Schedule of Allowances the basis for calculating such surcharges.

11. At least annually, review the basis on which Utility Allowances have been established, and if necessary to adhere to the above standards, revise the Allowances. Include in the review all changes in circumstances, such as the completion of a modernization program, energy conservation measures, and changes in utility rates.

12. Requests for relief from surcharges for excess consumption of BHA purchased utilities, or from payment to utility supplier billing in excess of allowances for resident-purchased utilities, may be granted by BHA on reasonable grounds, such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident, as BHA deems appropriate. Such a request should be made in writing to the management office of the resident and should include appropriate documentation showing cause for the need of individual relief.

13. Notice of availability of individual relief will be given to residents upon admission.

14. If a resident's Total Tenant Payment is less than the resident's Allowance for Utilities, pay the resident a Utility Reimbursement, i.e., the difference between the Total Tenant Payment and the Allowance for Utilities.

15. Utility Reimbursement. At BHA's option, the utility reimbursement shall be paid to the family or directly to the utility supplier in the manner provided in the pertinent program regulations.

SECTION 16. DWELLING LEASE

A. BHA's Dwelling Lease meets HUD requirements on dwelling leases, procedures and requirements. BHA incorporates the regulatory provisions in all leases for dwelling units assisted under the U. S. Housing Act of 1937, as amended, in developments owned by or leased to the BHA and leased or subleased to residents.

B. The Dwelling Lease policies and procedures are implemented for each resident as follows:

1. At admission, for new residents.

2. At the next regularly scheduled reexamination of income, for present residents.

3. Immediately, for any resident so requesting, whose next regularly scheduled reexamination of income is later that six (6) months after the date of adoption.

4. At the time of transfer, for any resident moving from one dwelling unit in a development to any other dwelling unit in a development.

C. BHA will provide at least thirty (30) days written notice to residents and resident organizations of any proposed changes in the Dwelling Lease Form. Residents and resident organizations can present written comments on the proposed changes to the BHA during this thirty (30) day period. BHA will take into consideration all comments before adopting any new Lease.

If any change in the resident's status results in the need to change or amend any provision of the Lease, or if BHA desires to waive a provision with respect to the resident, (1) the existing Lease is to be canceled and a new Lease executed, or (2) an appropriate rider is to be prepared and executed by the resident and BHA and made a part of the existing Lease.

D. The Dwelling Lease, executed by BHA and each resident of a dwelling unit, will contain the provisions with respect to the following subjects:

1. Description of Parties and Dwelling Units
2. Members of the household who will reside in the unit
3. Rental Payments, Late Charges, and Lease Term and Renewal
4. Security Deposit
5. Utilities
6. Maintenance, Repair and Services
7. Redetermination of Rent, Dwelling Size and Eligibility
8. Occupancy of the Dwelling Unit and Resident Obligations
9. BHA Obligations
10. Defects Hazardous to Life, Health and Safety
11. Entry of Dwelling Unit During Occupancy
12. Abandonment and Abandoned Property
13. Notice Procedures
14. Termination of Lease
15. Grievance Procedures
16. Modification of This Lease
17. Accommodation of the Handicapped

E. Each Lease shall specify the unit to be occupied, the date of admission or renewal date, the size of the unit to be occupied, all family members who will live in the unit, the Total Tenant Payment or Tenant Rent (whichever is applicable) and security deposit to be charged, the utility allowances, other charges under the Lease, and the terms of occupancy. It shall be explained in detail to the applicant and his/her family before he/she executes the Lease. The Lease shall be kept current at all times. The Head of Household of each family accepted as a resident is required to execute a Lease agreement prior to actual admission. One copy of the Lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

F. Cancellation of a resident's Lease will be in accordance with the provisions of the resident's Lease.

G. For Family Self Sufficiency Participants

1. An FSS addendum will be added to the dwelling lease and participants will be held accountable to the FSS Addendum as well as the regular dwelling lease

2. Since the FSS program is a five year program, based upon resident achievement of goals and other program factors, lease agreements will be renewed annually for up to five years or until the resident is relocated according to the program guidelines.

3. Participating residents should meet with BHA's Family Self-Sufficiency (FSS) Coordinator within ninety days of the adoption of this policy to assess the family's need for the participation in the self-sufficiency program.

4. If it is determined that the participant(s) desires to participate in the FSS program, the Participant and the FSS Coordinator will establish goals and enter into a contract of participation. The goals established should be achieved within the FSS contract period in which time an escrow account will be set up. The ultimate goal of the FSS program is for the family to become independent of public assistance and to become economically self-sufficient and/or purchase a home or move on to the private sector.

5. Should the FSS Coordinator and family agree that the program would not benefit the family the family may elect to participate in the program anyway and have up to $50.00 of their monthly rental payment put into an escrow account until their successful completion of the program. During this time, contract commitments such as lawn maintenance, homeownership counseling of the training and FSS training requirements must be met. Upon completion of the training, counseling and time allotted for the escrow account to grow, the family should have some funds to use toward the expenses of proceeding with the purchase of a home.

SECTION 17. INSPECTIONS AND RE-DETERMINATIONS

BHA will conduct periodic inspections of dwelling units and to make re-determinations on eligibility, amount of rent charged and size of units assigned to residents. The following outlines pertinent procedures in these areas.

A. HOUSING INSPECTIONS

1. The dwelling unit and the premises will be inspected jointly by the applicant or resident and a member of the BHA staff. Both parties will agree on the condition of the dwelling unit by signing an inspection check sheet. The original check sheet will be kept by BHA and a copy will be given to the applicant or resident.

2. The inspection will serve as a guide in the determination of needed maintenance or repairs, and to assess charges in addition to rent for damages over and beyond normal wear and tear.

3. BHA may cancel the resident's dwelling lease if the resident fails to maintain the dwelling unit and the premises assigned to the resident in a decent, safe and sanitary condition.

4. BHA will inspect the resident's dwelling unit:

    a. Before the resident moves into the unit.

    b. Periodically, every three (3) months, but not less than annually. Follow-up inspections will be made if the resident's housekeeping practices or other circumstances require. BHA will give the resident appropriate notice at least two (2) days before entry [24 CFR 966.4(g)], prior to any inspection, in accordance with the dwelling lease.

    c. At move out, the dwelling unit and the premises will be inspected jointly by the resident, if available, and a member of the BHA staff, unless the resident has previously vacated the unit without giving notice to BHA, and is unavailable. In such case, BHA will inspect the unit independently.

    d. Any charges for damages beyond normal wear and tear will be based on a comparison of the original inspection check sheet and the condition of the unit and premises when/after the resident moves out.

B. REDETERMINATION

1. Income-based Rent

    Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur. Also, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10)calendar days of the occurrence.

    a. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member’s income;

b. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or

c. To correct errors made at admission or reexamination which shall be retroactive to the date error, due to tenant's failure to provide accurate and complete information

d. Temporary employment/unemployment or increases and decreases in wages for any reason of less than 30 days will not constitute a rent adjustment.

e. BHA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that is the family's welfare benefits are reduced because of a fraudulent act on the part of a family member, or failure to comply with program requirements, BHA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

f. Family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.

To ensure that residency in the community is restricted to families meeting the eligibility requirements for continued occupancy and that such families are charged appropriate rents, the eligibility status and the Adjusted Income for all residents are to be examined and redetermined at least once every twelve (12) months.

Additionally, the following provisions apply to all residents.

a. At the time of the annual reexamination of resident income and composition, BHA will require the resident to disclose and verify its Social Security Numbers, as provided by 24 CFR Part 5.210-5.238.

b. If the resident's household adds a new member(s) who is at least six (6) years of age, the resident must submit to BHA, at the next interim reexamination that includes the new member(s):

    1. Complete and accurate Social Security Numbers and the documentation necessary to verify the SSNs or

    2. If the new member(s) has not been assigned a SSN, they must complete a verification form stating that the individual does not have a SSN.

c. The effective date of a reexamination of an existing resident is the effective date of the resident's redetermined Total Tenant Payment.

d. If BHA determines that a resident has falsified or misrepresented family income, composition, circumstances, conduct or behavior, the BHA will:

    1. Require the resident to pay the difference between the Tenant Rent the resident is currently paying and the Tenant Rent the resident should have been paying, or

    2. Evict the resident, in accordance with state law and HUD regulations, or

3. Take such other remedial action as the BHA may deem necessary, under pertinent HUD and BHA laws, rules and regulations.

e. Satisfactory past performance in meeting financial obligations, especially rent.

f. Have no record of the disturbance of neighbors, destruction of property, or living or housekeeping habits that adversely affect the health, safety, or welfare of other residents.

g. Have no history of criminal activity involving crimes of physical violence to persons or property or other drug-related criminal acts or evidence of a pattern of alcohol abuse which adversely affect the health, safety, or welfare of other residents.

1. Pursuant to the Housing Opportunity Program Extension Act of 1996 a criminal history report will be obtained from the law enforcement agency according to policy and procedures.

h. If at the time of annual recertification a family's conditions of employment are too unstable to project the Adjusted Income for the coming twelve-month period for the purpose of determining Total Tenant Payment, a special reexamination will be scheduled. This special reexamination will take place on a date by which BHA estimates that the family's circumstances will be stable. If at the same time of such special reexamination it is still not possible to make a reasonable estimate of the Adjusted Income, special reexaminations will be continued to be scheduled until such time as a reasonable estimate of the Adjusted Income can be made. Total Tenant Payments determined at special reexaminations shall be made effective the first of the second month following the final determinations.

i. If it is not possible to obtain all verifications necessary to complete a recertification by the established Recertification Date, a temporary Total Tenant Payment will be established based on data supplied by the resident family in its application for continued occupancy.

j. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenants file.)

1. Any change in rent and the date on which it becomes effective.

2. Any change required in the size of dwelling unit occupied.

2. Interim Re-determination of Rent

Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

a. Loss or addition to family composition of any kind through birth, death, marriage, divorce, establishment of a stable relationship, removal or other continuing circumstance and the amount, if any, of such family member's income. Persons may only be added to the Lease, other than the birth of a child, under the circumstances of marriage or court appointed custody, and to establish a stable relationship with the addition of a co-head of household. All adult additions to the lease must be approved by BHA in advance, and must qualify, the same as an applicant or any prospective new tenant and not create a overhoused or underhoused condition.

b. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.

c. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions, or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources that constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

d. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.

e. BHA shall correct errors of omission made at admission or re-examination. Retroactive payments will be made to the tenant if the error is in the tenant's favor.

f. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

g. The change in rent adjustment will be effective the first day of the following month.

C. RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

1. Families already receiving assistance on June 19, 1995, will be notified at the time of, and together with, BHA's notice of the first regular reexamination after that date, but not later than one year following June 19, 1995, that:

   a. Financial assistance is contingent upon the submission and verification as appropriate, of the evidence of citizenship or eligible immigration status; and

   b. A description of the type of evidence of citizenship or eligible immigration status necessary to fill the requirements; and

   c. The time period, in writing, in which the evidences must be submitted and necessary extensions;

   d. Assistance will be prorated, denied or terminated, as appropriate, upon a final determination of ineligibility after all appeals have been exhausted (INS appeal, and BHA informal hearing process) or, if appeals are not pursued, at a time to be specified in accordance with HUD regulations. Families currently receiving assistance shall also be informed of how to obtain assistance under the preservation of mixed families.

2. Documentation Required.

   a. Citizens, including nationals, and eligible non-citizens will sign a declaration;

   b. Non-citizens who have eligible immigration statues will present documentation in one of the following categories:

      1. A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 21101(a)(15), respectively immigrants). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C.1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;

      2. A non-citizen who entered the U.S. before January 1, 1972, or such later INS date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General Under Section 249 of the INA (8 U.S.C. 1259);

      3. A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C.1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C.(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);

5. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) threat to life or freedom); or

6. A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

7. A non-citizen lawfully admitted for temporary resident as a student, is not eligible for assistance under the act. For purposes of this part, a non-citizen student is defined as a non-citizen who:

   a. Has a residence in a foreign country that the person has no intention of abandoning;

   b. Is a bona fide student qualified to pursue a full course of study and

   c. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning of other recognized place of study in the United States, particularly designated by such a person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report to the Attorney General the termination of attendance of each non-immigrant student (and if such institution of leaning or place of study falls to make such reports promptly the approval shall be withdrawn).

   d. Family of non-citizen student. The prohibition on providing assistance to a non-citizen student as described above also extends to the non-citizen spouse of the non-citizen student and minor children who are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not apply to the citizen spouse of the non-citizen student and the children of the citizen spouse and non-citizen student.

3. Preservation of mixed families:

The following types of assistance are available only to families who were assisted as of June 19, 1995. The types of assistance would be offered a family during the reexamination process, if the family contends that one or more family members or no family members, do not have status. The assistance may also be offered at the end of the appeals process with INS and the grievance procedure at the BHA, have all been exhausted.

a. Continued Assistance:

Continued assistance is available to a mixed family only if all of the following conditions are met:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995, and

2. The family's head of household or spouse has eligible immigration status, and

3. The family does not include any person (who does not have eligible immigration status) other than:

    a. The head of household,

    b. Any spouses of the head of household,

    c. Any parents of the head of household,

    d. Parents of the spouse, or

    e. Any children of the head of household or spouse.

For continued assistance only, children who are only under guardianship or who are stepchildren, but not a natural child of either the head of household or spouse, do not meet the criteria of child for this restricted definition of family.

Continued assistance means the family's rent is calculated in the same manner as a family where all members are eligible.

Families who do not qualify for continued assistance will be offered either prorated assistance or temporary deferral of assistance as outlined in this policy.

b. Prorated Assistance:

Proration of assistance applies to a mixed family who is not receiving continued assistance or other than a family who is eligible for and requests and receives temporary deferral of assistance. An eligible family who requests prorated assistance must be provided prorated assistance.

BHA shall prorate the family's assistance as follows:

Step 1: Determine the total tenant payment in accordance with 913.107(a) (annual income includes the income of all family members including any family member who has not established eligible immigration status).

Step 2: Subtracting the total tenant payment from the "public housing maximum rent" (as defined by HUD) applicable to the unit or the housing authority. (See BHA's Definition section of these policies for further information on public housing maximum rent.) The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

Step 3: Dividing the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."

Step 4: Multiplying the member maximum subsidy by the number of "eligible" family members.

Step 5: The products of steps 1-4, as set forth here, is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

c. Temporary Deferral of Termination of Assistance.

Temporary deferral of termination of assistance is available to a mixed family who qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance or temporary deferral of termination of assistance is available to a family who has no family members with eligible status. The deferral time is to allow the family time for the orderly transition of those family members who are ineligible, and any other family members involved to seek other affordable housing.

The family will be given notice of BHA's decision concerning the family's qualifications for assistance under this section. If the family is not eligible for assistance, the notification will state the reasons, based on relevant factors. Tenant families will be notified of any applicable appeal rights.

For purposes of temporary deferral of termination of assistance, affordable housing is defined as:

1. Unassisted

2. Not substandard

3. Appropriate size for the family

4. Can be rented for an amount not to exceed the amount that the family pays for rent, including utilities, plus 25%.

The process for the BHA and family is as follows:

1. BHA will notify the family that they qualify for temporary deferral of termination of assistance. The family will be notified that they are ineligible for financial assistance and BHA will offer the family information concerning and referrals to assist in finding other affordable housing.

2. The family will initially be given a maximum of six (6) months to seek affordable housing as defined above.

3. The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period shall not exceed eighteen (18) months.

4. Prior to the end of the deferral period, BHA must:

    a. Make a determination of the availability of affordable housing of appropriate size based on evidence of conditions when taken together will demonstrate an inadequate supply of affordable housing. The determination will include the BHA's knowledge of the local housing market and the tenant family's search for appropriate housing.

    b. At least sixty (60) days prior to the expiration date of the deferral period, the family will be notified in writing that:

        1. The termination will be deferred for another six (6) months and that there was a determination made that there is no affordable housing (providing the extension will not exceed an aggregate of eighteen months); or

        2. The termination of financial assistance will not be deferred because either the aggregate period of three years has been reached or that a determination has been made that there is affordable housing available.

        3. The eighteen-month time limit went into effect November 26, 1996, and does not apply to those families under the original three-year limitation.

        4. The family has a choice to request proration of assistance at the end of the temporary deferral of assistance period if a good faith effort has been made to locate affordable housing.

SECTION 18. FAMILY DEBTS TO THE PHA

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, special provisions of the agreement, and the remedies available to BHA upon default of the agreement.

1. The maximum amount for which BHA will enter into a repayment agreement with a family is $1,200, or can be waived by the Executive Director.

2. The maximum length of time the PHA will allow for a repayment agreement with a family is twelve (12) months.

3. The minimum monthly payment for any repayment agreement is $85 except for the provision below:

    a. A family who requests a hardship exemption for payment of minimum rent will have up to 6 months to repay any over-due minimum rent.

B. LATE PAYMENTS

1. A payment will be considered to be in arrears if it has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.

2. If the family's repayment agreement is in arrears, BHA will:

    a. Require the family to pay the balance in full.

    b. Pursue civil collection of the balance due.

    c. Terminate the tenancy.

3. If the family requests a transfer to another unit and has a repayment agreement, and the repayment agreement is not in arrears, the family will be required to pay the balance, in full, prior to the unit transfer.

4. If the family requests a transfer to another unit, and is in arrears on a repayment agreement, the family will be required to pay the balance, in full, or be terminated from the program.

C. REPAYMENT SCHEDULE FOR MONIES OWED TO BHA

Initial Payment Due (% of Total Amount)	Amount Owed	Maximum Term
40% to 50%	$ 0 - $ 500	3 - 6 Months
35% to 50%	$ 501- $1,000	6 - 10 Months
33% to 50%	$1,001- $1,200	12 Months

D. There are some circumstances in which BHA will not enter into a repayment agreement.

1. If the family already has a repayment agreement in place.

2. If BHA determines that the family has committed program fraud.

E. GUIDELINES FOR REPAYMENT AGREEMENTS

1. Repayment agreements will be executed between BHA and the head of household and spouse.

2. No transfer will be approved until the debt is paid, in full, unless the move is the result of the following causes, and the repayment agreement is current:

   a. Family size exceeds the maximum occupancy standards;

   b. A natural disaster;

   c. Verified evidence of family violence/spousal or child abuse;

   d. Protection of witnesses to violent crime as verified by a law enforcement agency or District Attorney;

   e. Victim of hate crimes;

3. If a request to transfer is denied, the family will be advised in writing of the reasons therefore, and advised of their right to request an informal hearing.

F. ADDITIONAL MONIES OWED

If the family has a repayment agreement in place and incurs an additional debt to BHA:

1. BHA will demand payment of the new debt in full within 60 days if the repayment plan the family is already under is current.

2. BHA will not enter into more than one repayment agreement at a time with the same family.

3. If a repayment agreement already in place is in arrears more than five days, any new debts must be paid, in full by the first of the next month following the assessment of the debt. Failure to meet these time frames will result in BHA issuing a notice to terminate.

G. PRIOR DEBTS OWED TO PHA

If a family owes money to BHA, any other Housing Authority, or any other government assisted housing program from a prior occupancy:

1. BHA will not enter into a repayment agreement, and

2. Will require the family to repay the amount, in full prior to admission.

3. Will require payment in full and withhold admission for three years from the date the debt was incurred if the family was evicted for drug-related or violent criminal activity.

H. DEBTS DUE TO FRAUD/NON-REPORTING OF INCOME

1. HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

2. Family Error/Late Reporting

   Families who owe money to BHA due to the family's failure to report increases in income will be required to repay, in accordance with the re-payment procedures, for program fraud

3. Program Fraud

   a. Families who owe money to BHA due to program fraud will be required to repay it in accordance with the repayment procedures for program fraud.

   b. If a family owes an amount that equals or exceeds $2,500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, BHA will refer the case for criminal prosecution.

4. Repayment Procedures for Program Fraud

   Families who commit program fraud (or untimely reporting of increases in income) will be subject to the following procedures:

   a. The maximum time period for a repayment agreement will be 12 months.

. b. The family will be required to pre-pay ½ of the amount owed prior to, or upon the execution of, the repayment agreement.

   c. The minimum monthly payment will be $85.

I. WRITING OFF DEBTS

Debts will be written off if:
1. The debt occurred in the fiscal year.
2. The debtor is deceased.

All written off debts will be reported to the credit bureau.

SECTION 19. PROGRAM INTEGRITY

A. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

BHA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints or Tips. BHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise, violating the lease or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant's file.

2. Internal File Review. A follow-up will be made if BHA staff discovers information or facts which conflict with previous file data, BHA knowledge of the family, or is discrepant with statements made by the family.

3. Verification or Documentation. A follow-up will be made if BHA receives independent verification or documentation which conflicts with representations in the family's file.

B. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

1. Quality Control File Reviews. On a random basis tenant files will be reviewed for accuracy and completeness. Such reviews will be completed by a knowledgeable staff member who was not directly involved in the processing of that applicant/tenant file. Such reviews shall include, but are not limited to:

    a. Assurance that verification of all income and deductions are present.

    b. Changes in reported Social Security Numbers or dates of birth.

    c. Authenticity of file documents.

    d. Ratio between reported income and expenditures.

    e. Review of signatures for consistency with previously signed file documents

2. BHA staff will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's file.

3. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

    a. At the time of final eligibility determination if the information provided by the applicant conflicts with information obtained through outside sources or third party verifications.

    . b. When an allegation is received by BHA wherein unreported income sources are disclosed.

c. When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

C. HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

BHA will review allegations that contain one or more independently verifiable facts.

1. An internal file review will be conducted to determine:

   a. If the subject of the allegation is a tenant of BHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

   b. It will then be determined if BHA is the most appropriate authority to do a follow-up. Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.

2. If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

D. INVESTIGATIONS OF ALLEGATIONS OF ABUSE AND FRAUD

If BHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, BHA will secure the written authorization from the tenant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

4. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to BHA's review.

5. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

6. Public Records. If relevant, BHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

7. Interviews with Head of Household or Other Family Members. BHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the BHA office.

BHA staff that conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusations, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

E. EVIDENCE AND STATEMENTS OBTAINED BY BHA

Documents and other evidence obtained by BHA during the course of an investigation will be kept in the tenant's file, or in a separate "work file."

F EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, BHA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud).

2. Whether the violation was intentional or unintentional.

3. What amount of money (if any) is owed by the tenant.

4. If the family is eligible for continued occupancy.

G. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, BHA will propose the most appropriate remedy, based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the tenant "fails to" observe a procedure or requirement of BHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.

   a. Examples of non-compliance violations are:

      - Failure to appear at a pre-scheduled appointment.
      - Failure to return verification in the time period specified by BHA.

   b. Warning Notice to the Family. In such cases, a notice will be sent to the family that contains the following:

      - A description of the non-compliance and the procedure, policy or obligation which was violated.
      - The date by which the violation must be corrected, or the procedure complied with.
      - The action which will be taken by BHA if the procedure or obligation is not complied with by the date specified by BHA.
      - The consequences of repeated (similar) violations.

2. Procedural Non-Compliance - Retroactive Rent. When the family owes money to BHA for failure to report changes in income or assets, BHA will issue a Notification of Unpaid Rent. This notice will contain the following:

   a. A description of the violation and the date(s).

   b. Any amounts owed to BHA

   c. A ten (10) business day response period.

   d. The right to disagree and to request an informal hearing with instructions for the request of such hearing.

      - If the Tenant fails to comply with BHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

      - When a tenant complies with the BHA's notice, the staff person responsible will meet with him/her to discuss and explain the lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant's file.

3. When a tenant falsifies, mis-states, omits, or otherwise, misrepresents a material fact which results (or would have resulted) in an underpayment of TTP by the tenant, BHA will evaluate whether or not the tenant had knowledge that his/her actions were wrong, and the tenant willfully violated the lease or the law.

   a. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

. b. The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

      - An admission by the tenant of the misrepresentation.

      - That the act was done repeatedly.

      - If a false name or Social Security Number was used.

      - If there were admissions to others of the illegal action or omission.

      - That the tenant omitted material facts which were known to him /her (e.g., employment of self or other household members).

      - That the tenant falsified, forged or altered documents.

      - That the tenant stated and certified to statements at a rent (re) determination, which were later independently verified to be false.

4. The Tenant Conference for Serious Violations and Misrepresentations

When BHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the BHA staff person who is most knowledgeable about the circumstances of the case.

a. This conference will take place prior to any proposed action by BHA. The purpose of such conference is to review the information and evidence with the tenant, and to provide the tenant an opportunity to explain any documented findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by BHA. The tenant will be given five (5) business days to furnish any mitigating evidence.

b. A secondary purpose of the tenant conference is to assist BHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, BHA will consider:

- The duration of the violation and number of false statements.
- The tenant's ability to understand the rules.
- The tenant's willingness to cooperate and to accept responsibility for his/her actions.
- The amount of money involved.
- The tenant's past history.
- Whether or not criminal intent has been established.

5. Disposition of Cases Involving Misrepresentation. In all cases of misrepresentations involving efforts to recover monies owed, BHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

a. Criminal Prosecution: If BHA has established criminal intent, and the case meets the criteria for prosecution, BHA will refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

b. Administrative Remedies: BHA will terminate assistance and demand payment of restitution, in full.

c. Continue Assistance: Contingent upon full lump-sum restitution or minimal term repayment plan and warning that repeat of the offense will result in immediate eviction.

6. Notification to Tenant of Proposed Action

a. BHA will notify the tenant, by certified mail, of the proposed action no later than three (3) business days after the tenant conference.

b. All notices will advise the family of their right to an informal hearing.

SECTION 20. OTHER MATTERS

The following pertains to requirements and/or references to guidelines for other matters involving admissions and occupancy.

A. LEAD-BASED PAINT NOTIFICATION AND RECORDS

1. Applicants

   A notice of the dangers of lead-based paint poisoning and a notice of the advisability and availability of blood lead level screening for children under seven (7) years of age will be provided to every applicant family at the time of application.

2. Residents

   a. Residents in any BHA-owned low-income public housing developments constructed prior to 1978 will be notified:

      1. That the property was constructed prior to 1978;

      2. That the property may contain lead-based paint;

      3. Of the hazards of lead-based paint;

      4. Of the symptoms and treatment of lead-based paint poisoning;

      5. Of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for elimination such hazards); and

      6. Of the advisability and availability of blood lead level screening or children under seven (7) years of age.

   b. Residents will be advised to notify BHA if an elevated blood lead condition is identified, so that BHA can initiate testing and abatement actions, if necessary, or relocate the residents to a lead-free dwelling unit.

3. Records

   BHA will maintain records that provide evidence that any resident has received the required notification and any purchaser of low-income housing developments constructed before 1978.

   The signature portion of the notification form will be retained in BHA's resident file for three (3) years after the resident vacates the dwelling unit.

B. UTILITY REIMBURSEMENT

Where applicable, BHA will pay the resident or utility supplier a utility reimbursement.

C. PET OWNERSHIP

The Dwelling Lease establishes BHA's policy on pet ownership. BHA has a separate policy on Pet Ownership rules which is included as Appendix F.

D. TRANSFER

The Dwelling Lease requires the resident to transfer to a dwelling unit of appropriate size, based on family composition, upon appropriate notice by BHA that such a dwelling unit is available.

BHA policy on the Transfers and Transfer Waiting List are incorporated in this policy.

E. COLLECTION

The BHA Dwelling Lease contains BHA's policies with respect to the amount of rental payments, the due date, and charges for late payment and returned checks.

F. TERMINATION OF LEASE

The Dwelling Lease contains BHA's policy on the termination of the Lease.

G. GRIEVANCE PROCEDURES

BHA maintains a Lease and Grievance Procedures policy that is incorporated in the Lease section and found as Appendix G.

H. OCCUPANCY OF POLICE OFFICERS

BHA reserves the right to place Police officers in the BHA units, if it is determined that their presence would contribute to the safety of and security of residents.

Police officers and their families, if applicable, will pay the established flat rent unless the family is otherwise income eligible.

I. COMMUNITY SERVICE

In accordance with 24 CFR 960.603 and the Quality Housing and Work Responsibility Act of 1998, Every adult resident, 18 years of age and older, of public housing, other than those meeting the exemptions listed below, will be required to perform eight (8) hours of community service each month or participate in a self sufficiency program at least eight hours each month. A combination of community service and self-sufficiency in the amount of eight hours each month will be accepted. (Northridge Manor , which is Section 8 New Construction, is exempt.)

1. BHA will administer and monitor qualifying community service and economic self-sufficiency activities directly. All family members 18 years of age and older will be notified of the service requirements prior to admission and again at each re-exam interview. This notification will provide the family members written descriptions of the service requirement and the process for claiming exemptions and verifications needed of such status.

   Upon admission, annual &/or interim re-exam the property manager will review the relevant documentation, including information received from TX Dept of Human Services, and will (re)determine which family members are subject to the service requirement and which members are exempt. Head of household will be notified in writing from the management office of their determination of each adult household members' status.

2. Management will make available to all non-exempt families information clarifying what the qualifying activities are, forms for tracking and verification of participation and the process for reporting any changes to exempt or non-exempt status of family members.

   Those disabled persons choosing to self-certify their inability will be asked to sign a BHA form stating that they have been informed of the requirements and are declining to participate and the process for reporting any changes of exempt or non-exempt status. Management will review family compliance annually, no less than 30 days before the end of the twelve month lease term. It will be the responsibility of the participating tenant to turn in completed participation forms at that time. Management will retain all documentation of service requirement performance or exemption in residents' file.

3. If BHA management determines that there is a family member who is required to fulfill a service requirement, but who has violated this family obligation the BHA management office will notify the tenant of its determination describing the noncompliance and notice of the non-renewal of the lease, unless a) the head of household and non-compliant resident enters into a written agreement to cure the non-compliance, and follows through with that agreement, or b) the family provides written assurance satisfactory to the BHA that the non-compliant resident no longer lives in the unit. BHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by BHA employees, or replace a job at any location where residents perform activities to satisfy the service requirements.

Exempt Individuals

1. Persons employed or engaged in a work activity a minimum of 10 hrs per week

2. Students

3. Persons 62 years and older

4. Blind or Disabled individuals (as defined under 216i (1) or 1614 of the Social Security Act) and who self-certify that because of their disability he or she is unable to comply with the service provision. (This does not apply to persons claiming disabilities that have not yet officially been classified as such.)

5. A person who is a primary care-taker of such an individual as described above

6. TANF recipients meeting the requirements of being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act or under any other welfare program of Texas, including Texas administered welfare-to-work program

7. A member of a family of a person as described in # 6 above, and has not been found by the State or other administering entity to be in noncompliance with such a program

8. Persons who is employed but is temporarily off work due to medical problems, injuries, maternity leave or family medical leave of absence from a job

9. Persons serving as an elected officer of a BHA recognized Resident Council Organization in good standing.

J. CLOSING OF FILES AND/PURGING INACTIVE FILES

BHA will purge inactive files after they have been closed for a period of three years with the exception of troubled cases or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter BHA will keep the resident file. In addition, BHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting BHA and financial statements.
- Other records which may be specified by HUD.
- BHA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

SECTION 21. MISSED APPOINTMENTS

A. An applicant or tenant who fails to keep an appointment without notifying BHA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as BHA or HUD determines to be necessary (or failure to allow BHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Complete Application
2. Bringing in Verification Information
3. Briefing prior to Occupancy
4. Leasing Signature
5. Inspections
6. Recertification
7. Interim Adjustment
8. Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
9. Scheduled Counseling Sessions
10. Move-In appointments

B. Process When Appointment(s) Are Missed: For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, BHA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative of BHA and/or Hearing Officer makes a determination in favor of the applicant/tenant, BHA will comply with decision unless the provisions of Appendix G of the Grievance Procedure is applicable to the hearing officers decisions.

C. Letters Mailed to Applicants or Tenants by the HA: If an applicant or tenant claims they did not receive a letter mailed by BHA requesting the applicant provide information or attend an interview, BHA will determine whether the letter was returned. If the letter was not returned, the applicant or tenant will be assumed to have received the letter.

If the letter was returned to BHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify BHA, in writing, if their address changes during the application process.

Appendix A
SCHEDULE OF TENANT CHARGES

Task Id	Task Description		
203	10" DRUM COVER	13.50	Actual Cost
204	10" DRUM FIXTURE	13.50	Actual Cost
212	3-WAY LITE SWITCH	13.50	Actual Cost
201	8" DRUM COVER	13.50	Actual Cost
202	8" DRUM FIXTURE	13.50	Actual Cost
336	ADDITIONAL 12X12 FLOOR TILE	13.50	Actual Cost
342	ADDITIONAL WEDGE MOLD	13.50	Actual Cost
400	AIR CONDITIONING/HEATING	13.50	Actual Cost
220	APPLIANCE BULB_REFRIG/STOVE	13.50	Actual Cost
137	BASKET STRAINER ASSM/REPLACE	13.50	Actual Cost
136	BASKET STRAINER REPLACEMENT	13.50	Actual Cost
214	BATHROOM LITE FIXTURE COMPLET	13.50	Actual Cost
213	BEDROM LITE FIXTURE COMPLETE	13.50	Actual Cost
507	CALL BACK EXTERMINATION	13.50	Actual Cost
516	CALL OUT RESIDENT ACESS	40.00	
300	CARPENTRY	13.50	Actual Cost
235	CHECK FOR ELECTRICAL PROBLEM	13.50	Actual Cost
122	CHECK FOR GAS LEAK	13.50	Actual Cost
131	CHECK FOR WATER LEAK	13.50	Actual Cost
126	CHG FAUCET WASHERS/SEATS	13.50	Actual Cost
519	CLEAN APT & APPLIANCES	100.00	
527	CLEAN LAUNDRY ROOM	13.50	Actual Cost
517	CLEAN REFRIGERATOR	13.50	Actual Cost
518	CLEAN STOVE	13.50	Actual Cost
508	CLEAN UP LAWN-1ST VIOLATION	10.00	
509	CLEAN UP LAWN-2ND VIOLATION	15.00	
510	CLEAN UP LAWN-3RD VIOLATION	20.00	
511	CLEAN UP LAWN-4TH VIOLATION	25.00	
117	COMMODE SEAT	13.50	Actual Cost
113	COMMODE SNAKE OUT	13.50	Actual Cost
116	COMMODE TANK REPL & BOWL	13.50	Actual Cost
118	COMMODE TANK TOP	13.50	Actual Cost
301	COMPLETE SCREEN DOOR	13.50	Actual Cost
803	DELIVER PAINT TO RESIDENT	13.50	Actual Cost
520	DELIVER RAT BAIT	13.50	Actual Cost
302	DOOR SCREEN ONLY	13.50	Actual Cost
208	DOUBLE SWITCH PLATE COVER	13.50	Actual Cost
210	DOUBLE WALL RECPT COVER	13.50	Actual Cost

200	ELECTRICAL	13.50	Actual Cost
503	FINAL CLEAN UNIT	13.50	Actual Cost
502	FIRST CLEAN UNIT	13.50	Actual Cost
217	FS-2 STARTER	13.50	Actual Cost
504	HAUL TRASH TO DUMP EACH TRIP	13.50	Actual Cost
365	INSTAL A/C BRACKETS/CHAINS	13.50	Actual Cost
124	INSTAL WATER HTR DRAIN LINE	13.50	Actual Cost
362	INSTAL WINDOW LOCK	13.50	Actual Cost
505	INSTALL APPLIANCES	13.50	Actual Cost
112	LAVATORY OR SINK SNAKE OUT	13.50	Actual Cost
111	LAVATORY OR SINK STOP UP	13.50	Actual Cost
120	LAVATORY STOPPERS	13.50	Actual Cost
557	LAWN MAINTENANCE	13.50	Actual Cost
215	LIGHT BULBS	13.50	Actual Cost
401	LITE HEATER PILOT	13.50	Actual Cost
129	LITE WATER HEATER	13.50	Actual Cost
800	PAINTING	13.50	Actual Cost
512	PARK/DRIVE ON LAWN-1ST VIOLAT	10.00	
513	PARK/DRIVE ON LAWN-2ND	15.00	
514	PARK/DRIVE ON LAWN-3RD	20.00	
515	PARK/DRIVE ON LAWN-4TH	25.00	
218	PLUG ADAPTERS	13.50	Actual Cost
100	PLUMBING	13.50	Actual Cost
114	PLUNGE OUT	13.50	Actual Cost
205	PORCH LITE COVER	13.50	Actual Cost
206	PORCH LITE FIXTURE	13.50	Actual Cost
232	PORCH LT COVER (NORTHRIDGE)	13.50	Actual Cost
219	PULL CHAIN HOLDERS	13.50	Actual Cost
115	PULL COMMODE TO UN_STOP	13.50	Actual Cost
600	RANGES	13.50	Actual Cost
700	REFRIGERATOR	13.50	Actual Cost
346	REKEY DOOR LOCKS 2 REQUIRED	13.50	Actual Cost
501	REMOVE APPLIANCES	13.50	Actual Cost
348	REMOVE BROKEN KEY FROM LOCK	13.50	Actual Cost
701	REMOVE REFRIG FOR REPAIRS	13.50	Actual Cost
604	REMOVE STOVE FOR REPAIR	13.50	Actual Cost
355	REPAIR CABINET DRAWER	13.50	Actual Cost
360	REPAIR DOOR CLOSURE	13.50	Actual Cost
340	REPAIR EXTERIOR DOOR JAMB	13.50	Actual Cost
339	REPAIR INTERIOR DOOR JAMB	13.50	Actual Cost
343	REPAIR LG HOLE IN WALL	13.50	Actual Cost
344	REPAIR SMALL HOLE IN WALL	13.50	Actual Cost
354	REPAIR STAIR TREAD	13.50	Actual Cost
107	REPAIR TUB FAUCET	13.50	Actual Cost
335	REPL 12"X12" FLOOR TILE 1ST	13.50	Actual Cost

341	REPL 1ST FOOT WEDGE MOLD	13.50	Actual Cost
227	REPL 8" ROUND GLOBES (GP/LG)	13.50	Actual Cost
223	REPL 9V SMOKE ALARM BATTERY	13.50	Actual Cost
238	REPL BATHROOM FIXTURE GLOBE	13.50	Actual Cost
310	REPL CABINET DOOR HINGES PAIR	13.50	Actual Cost
308	REPL CABINET DOOR PULLS EACH	13.50	Actual Cost
324	REPL DOOR KNOB&SPINDLE INTER	13.50	Actual Cost
345	REPL DOOR LOCKS 2_REQUIRED	13.50	Actual Cost
109	REPL ELONGATED COMMODE SEAT	13.50	Actual Cost
313	REPL EXTERIOR WOOD DOOR	13.50	Actual Cost
702	REPL FAN MOTOR	13.50	Actual Cost
312	REPL INTERIOR WOOD DOOR	13.50	Actual Cost
134	REPL LAVATORY FAUCET	13.50	Actual Cost
110	REPL LAVATORY FAUCET HANDLE	13.50	Actual Cost
704	REPL LOWER DOOR GASKET	13.50	Actual Cost
605	REPL OVEN GLO BAR	13.50	Actual Cost
612	REPL OVEN THRM TWS	13.50	Actual Cost
603	REPL OVEN WIRE RACK	13.50	Actual Cost
241	REPL POLE LITE CAPASITOR	13.50	Actual Cost
361	REPL SCR DOOR LATCH UNIT	13.50	Actual Cost
306	REPL SCREEN DOOR GATE HOOKS	13.50	Actual Cost
315	REPL SCREEN DOOR HINGES PAIR	13.50	Actual Cost
351	REPL STEEL ENTRANCE DOOR	13.50	Actual Cost
333	REPL TOILET TISSUE HOLDER SET	13.50	Actual Cost
327	REPL TOWEL BAR & POST SET	13.50	Actual Cost
703	REPL UPPER DOOR GASKET	13.50	Actual Cost
226	REPL WALL THERMOSTAT COVER	13.50	Actual Cost
364	REPL WINDOW SCREEN BOLT ASSM	13.50	Actual Cost
224	REPLACE 120V SMOKE ALARM	13.50	Actual Cost
216	REPLACE 14" FLOUR BULB DD	13.50	Actual Cost
221	REPLACE 48" FLOUR BULB	13.50	Actual Cost
222	REPLACE 9V SMOKE ALARM	13.50	Actual Cost
403	REPLACE A/C FILTERS	13.50	Actual Cost
405	REPLACE A/C HEAT THERMOSTAT	13.50	Actual Cost
140	REPLACE BALLCOCK	13.50	Actual Cost
307	REPLACE CABINET DOOR	13.50	Actual Cost

309	REPLACE CABINET DOOR KNOBS EA	13.50	Actual Cost
311	REPLACE CABINET DRAWER/PAINT	13.50	Actual Cost
321	REPLACE CLOSET ROD W/ENDS	13.50	Actual Cost
732	REPLACE CONTROL TEMP	13.50	Actual Cost
304	REPLACE DOOR CLOSURE	13.50	Actual Cost
318	REPLACE DOOR LATCH UNIT	13.50	Actual Cost
319	REPLACE DOOR ROSETTES	13.50	Actual Cost
323	REPLACE DOOR STOP	13.50	Actual Cost
229	REPLACE ELEC METER SEAL	13.50	Actual Cost
228	REPLACE ELEC METER SEAL RING	13.50	Actual Cost
127	REPLACE FAUCET KIT	13.50	Actual Cost
104	REPLACE GAS METER	13.50	Actual Cost
105	REPLACE GAS METER GASKETS	13.50	Actual Cost
106	REPLACE GAS METER GASKETS	13.50	Actual Cost
103	REPLACE GAS METER SCREW(4)	13.50	Actual Cost
225	REPLACE GFI RECEPT	13.50	Actual Cost
521	REPLACE GLUE BOARD	13.50	Actual Cost
406	REPLACE HEAT ONLY THERMOSTAT	13.50	Actual Cost
404	REPLACE HEATER BLOCK	13.50	Actual Cost
101	REPLACE HOT WATER HEATER	13.50	Actual Cost
231	REPLACE INSIDE FLOOD LIGHT	13.50	Actual Cost
102	REPLACE KITCHEN FAUCET SPOUT	13.50	Actual Cost
233	REPLACE LITGHT METER	13.50	Actual Cost
353	REPLACE LOST KEYS 2	13.50	Actual Cost
316	REPLACE MEDICINE CABINET	13.50	Actual Cost
230	REPLACE OUTSIDE FLOOD LIGHT	13.50	Actual Cost
320	REPLACE PASSAGE LOCK	13.50	Actual Cost
350	REPLACE PEEPHOLE	13.50	Actual Cost
240	REPLACE POLE LITE BULBS	13.50	Actual Cost
347	REPLACE SCREEN DOOR CLIPS	13.50	Actual Cost
317	REPLACE SHADE BRACKET	13.50	Actual Cost
325	REPLACE SHADE ROLLER	13.50	Actual Cost
331	REPLACE SHOWER ROD	13.50	Actual Cost
328	REPLACE SOAP DISH	13.50	Actual Cost
356	REPLACE STAIR TREAD	13.50	Actual Cost
352	REPLACE STEEL READ DOOR	13.50	Actual Cost
332	REPLACE TOILET TISSUE ROLLER	13.50	Actual Cost
329	REPLACE TOOTHBRUSH HOLDER	13.50	Actual Cost
108	REPLACE TUB SPOUT	13.50	Actual Cost
615	REPLACE VENT HOOD FILTERS	13.50	Actual Cost
337	REPLACE VINYL FLOOR	13.50	Actual Cost
234	REPLACE WALL RECEPTACLE	13.50	Actual Cost
130	REPLACE WATER SUPPLY LINE	13.50	Actual Cost

305	REPLACE WINDOW GLASS	13.50	Actual Cost
326	REPLACE WINDOW SHADE	13.50	Actual Cost
239	REPLC BEDROOM LITE FIX COVER	13.50	Actual Cost
133	REPLC SLIPJOINT WASHERS	13.50	Actual Cost
135	REPLC WAX RING SEAL	13.50	Actual Cost
128	REPLC/REPAIR BALLCOCK	13.50	Actual Cost
132	REPLC/REPAIR J BEND	13.50	Actual Cost
236	RESET BREAKER	13.50	Actual Cost
125	RPLC SHOWERHEAD	13.50	Actual Cost
139	RPLC TUB STRAINER CUP	13.50	Actual Cost
363	RPR/REPL INTER DOOR HINGES	13.50	Actual Cost
802	SECOND COAT PAINT PER ROOM	13.50	Actual Cost
334	SILICONE WINDOW	13.50	Actual Cost
211	SINGLE POLE LITE SWITCH	13.50	Actual Cost
119	SINK AND TUB STOPPERS	13.50	Actual Cost
601	STOVE BURNER KNOB	13.50	Actual Cost
121	STOVE FLEX GAS LINE W/CONN	13.50	Actual Cost
602	STOVE OVEN KNOB	13.50	Actual Cost
207	SWITCH PLATE COVER	13.50	Actual Cost
523	TRAVEL TIME	13.50	Actual Cost
558	TREAT FOR ANTS	13.50	Actual Cost
141	TREAT SEWER LINE	13.50	Actual Cost
138	TUB SNAKE OUT	13.50	Actual Cost
402	TURN OFF HEATER PILOT	13.50	Actual Cost
209	WALL RECEPTACLE COVER	13.50	Actual Cost
123	WATER HTR RELIEF VALVE	13.50	Actual Cost
303	WINDOW SCREEN	13.50	Actual Cost
	NON EMERGENCY CALL OUT	25.00	Actual Cost
	REMOVE PET DROPPINGS	13.50	Actual Cost
	OTHER CHARGES NOT LISTED	13.50	Actual Cost

Appendix B
UTILITY ALLOWANCE SCHEDULE

LUCAS GARDENS / GRAND PINE COURTS
BHA Master meter system with check metering
Electricity (KWH)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Efficiency	227	219	227	274	362	446	493	486	407	286	238	223
1 Bedroom	271	261	269	331	448	558	621	612	507	349	285	265
2 Bedroom	302	291	305	387	536	677	757	745	612	408	325	297

Natural Gas (CCF)

Efficiency	48	38	27	15	13	13	13	13	13	16	29	40
1 Bedroom	61	48	34	19	17	17	17	17	17	20	36	51
2 Bedroom	74	58	41	23	20	20	20	20	20	24	44	61

BHA Surcharges for excess consumption - Lucas Gardens gas = $1.09903 ccf elect =$.062647 kwh
Grand Pine Courts gas=$1.09903 ccf elect = $.062647 kwh

UTILITY ALLOWANCES AMOUNTS (FAMILY SITES)

natural gas & electricity (resident purchased)

	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
MAGNOLIA GARDENS	$ 77.00	89.00	105.00	127.00
CONCORD HOMES	$ 80.00	90.00	103.00	119.00
TRACEWOOD I & II	$ 65.00	76.00	92.00	107.00
NORTHRIDGE MANOR	$ 68.00	84.00	107.00	133.00
SCATTERED SITES		$131.00*	155.00*	184.00*

**includes water/sewer* *BHA* *Effective 08/01/2001*

Appendix C
LOW-RENT SINGLE/FAMILY HOUSING COMPLEXES

Magnolia Gardens	195 Units -	16 - 1 Bedrooms
TX023-002		80 - 2 Bedrooms
3710 Magnolia 77703		70 - 3 Bedrooms
Office: 409-784-3993		29 - 4 Bedrooms
Concord Homes	100 Units -	6 - 1 Bedrooms
TX023-003		42 - 2 Bedrooms
2020 Cottonwood 77703		40 - 3 Bedrooms
Office: 409-784-3984		12 - 4 Bedrooms
Lucas Gardens	56 Units -	14 - 0 Bedrooms
TX023-004-1		38 - 1 Bedrooms
3795 E. Lucas 77708		4 - 2 Bedrooms
Office: 409-899-8421		
Grand Pine Courts	94 Units -	30 - 0 Bedrooms
TX023-004-2		58 - 1 Bedrooms
2885 Texas 77703		6 - 2 Bedrooms
Office: 409-784-3980		
Tracewood I	24 Units -	24 - 2 Bedrooms
TX023-005-1		
4075 Arthur 77706		
Office: 409-899-8442		
Tracewood II	53 Units -	5 - 1 Bedrooms
TX023-005-2		41 - 2 Bedrooms
4935 Concord 77708		5 - 3 Bedrooms
Office: 409-899-8442		2 - 4 Bedrooms
Scattered Sites I	100 Units-	19 - 2 Bedrooms
TX023-011		76 - 3 Bedrooms
2901 Terrell 77701		5 - 4 Bedrooms
Office: 409-784-3920		
Scattered Sites II	50 Units-	5 - 2 Bedrooms
TX023-013		40 – 3 Bedrooms
2901 Terrell 77701		5 – 4 Bedrooms
Office: 409-784-3920		
Northridge Manor	150 Units -	10 - 1 Bedrooms
TX24-007-013		70 - 2 Bedrooms
4155 Maida 77708		60 - 3 Bedrooms
Office: 409-899-8416		10 - 4 Bedrooms

Five (5) Community Rooms - All except Tracewood I & II

Seven (7) Laundries – Magnolia Gardens, Concord Homes, Grand Pine, Lucas Gardens, Tracewood I, Tracewood II, Northridge Manor

Appendix D
INCOME LIMITS

	30% OF MEDIAN	50 % OF MEDIAN	80% OF MEDIAN
1 PERSON	$10,050	$16,750	$26,800
2 PERSON	$11,500	$19,150	$30,650
3 PERSON	$12,950	$21,550	$34,500
4 PERSON	$14,350	$23,950	$38,300
5 PERSON	$15,500	$25,850	$41,400
6 PERSON	$16,650	$27,800	$44,450
7 PERSON	$17,800	$29,700	$47,500
8 PERSON	$18,950	$31,600	$50,600

Appendix E
Disclosure & Verification of Social Security and Employer Identification Numbers

(24 CFR § 5 Subpart B, dated March 6, 1996)

5.216 Disclosure and Verification of Social Security and Employer Identification Number

(a) Disclosure: assistance applicants. Each assistance applicant must submit the following information to the processing entity when the applicant's eligibility under the program involved is being determined:

(1)

(i) The complete and accurate SSN(s) assigned to the applicant and to each member of the applicant's household who is at least six years of age; and

(ii) The documentation referred to in paragraph (f)(1) of this section to verify each such SSN; or

(2) If the applicant or any member of the applicant's household who is at least six years of age has not been assigned an SSN, a certification executed by the individual(s) involved that meets the requirements of paragraph (j) of this section.

(b) Disclosure: individual owner applicants. Each individual owner applicant must submit the following information to the processing entity when the applicant's eligibility under the program involved is being determined:

(3)

(i) The complete and accurate SSN(s) assigned to the applicant and to each member of the applicant's household who will be obligated to pay the debt evidenced by the mortgage documents; and

(ii) The documentation referred to in paragraph (f)(1) of this section to verify each such SSN; or

(iii) If any individual referred to in paragraph (a)(1)(i) of this section has not been assigned an SSN, a certification executed by the individual that meets the requirements of paragraph (j) of this section.

(c) Disclosure: certain officials of entity applicants. Each officer, director, principal stockholder (as defined in HUD administrative instructions), or other official of an entity applicant (as specified in HUD administrative instructions) must submit the following information to the processing entity when the applicant's eligibility under the program involved is being determined:

(1) The complete and accurate SSN(s) assigned to the applicant and to each such individual; and

(2) The documentation referred to in paragraph (f)(1) of this section to verify each SSN.

(d) Disclosure: participant

(1) Initial disclosure by those who were participants before November 6, 1989. Each participant whose initial determination of eligibility under the program involved was initiated before November 6, 1989, must submit the following information to the processing entity at the next regularly scheduled income reexamination for the program involved:

(i)

(A) The complete and accurate SSN(s) assigned to the participant and to each member of the participant's family who is at least six years of age; and

(B) The documentation referred to in paragraph (f)(1) of this section to verify each such SSN; or

(ii) If the participant or any member of the participant's household who is at least six years of age has not been assigned an SSN, a certification executed by the individual(s) involved that meets the requirements of paragraph (j) of this section.

(2) Subsequent disclosure by participants who have made an initial disclosure under this section. Once a participant has disclosed and verified SSN(s), or submitted a certification(s) that no SSN(s) has been assigned, the following rules apply:

(i) If the participant's household adds a new member(s) who is at least six years of age, the participant must submit to the processing entity, at the next interim or regularly scheduled income reexamination that includes the new member(s):

(A) The complete and accurate SSN(s) assigned to each new member and the documentation referred to in paragraph (f)(1) of this section to verify the SSN(s) for each new member; or

(B) If the new member(s) has not been assigned an SSN, a certification executed by the individual(s) involved that meets the requirements of paragraph (j) of this section.

(ii) If the participant or any member of the participant's household who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN (including any member who is six years of age or older and has been assigned an SSN, as required by section 6109(e) of the Internal Revenue Code of 1986), the participant must submit to the processing entity at the next regularly scheduled income reexamination:

(A) The complete and accurate SSN(s) assigned to the participant or household member(s) involved; and

(B) The documentation referred to in paragraph (f)(1) of this section to verify the SSN(s) of each such individual.

(iii) HUD (and in the case of the public housing program, or the Section 8 New Construction, Certificate, Voucher, or Moderate Rehabilitation program, the HA) may specify in administrative instructions additional SSN disclosure and verification requirements, including the nature of the disclosure and the verification required, and the time and manner for making the disclosure and verification.

(e) Disclosure: entity applicants. Each entity applicant must submit the following information to the processing entity when the applicant's eligibility under the program involved is being determined:

(i) The complete and accurate EIN(s) assigned to the applicant; and
(ii) The documentation referred to in paragraph (f)(2) of this section to verify the EIN(s).

(f) Required documentation

(g) Social Security Numbers. The documentation necessary to verify the SSN of an individual who is required to disclose his or her SSN(s) under paragraphs (a) through (d) of this section is a valid SSN card issued by the Social Security Administration of the Department of Health and Human Services, or such other evidence of the SSN, (including one or more alternate documents or such other substantiation of the SSN) as HUD and in the case of the public housing program, or the Section 8 New Construction, Certificate, Voucher, or Moderate Rehabilitation program, the HA) may prescribe in administrative instructions. Examples of such evidence may include:
(i) A State driver's license that displays the SSN of the individual; and
(ii) If a HA conducts reexaminations of participants' income by mail, copies of the documentation required under this paragraph (f)(1).

(h) Employer Identification Numbers. The documentation necessary to verify the EIN(s) of an entity applicant that is required to disclose its EIN(s) under paragraph (e) of this section is the official, written communication from the IRS assigning the other evidence of the EIN(s) (including such substantiation) as HUD may prescribe in administrative instructions.

(i) Special documentation rules for assistance applicants and participants
(1) Certification of inability to meet documentation requirements. If an individual who is required to disclose his or her SSN(s) under paragraph (a) (assistance applicants) or paragraph (d) (participants) of this section is able to disclose the SSN, but cannot meet the documentation requirements of paragraph (f)(1) of this section, the assistance applicant or participant (as appropriate) must submit to the processing entity the individual's SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual, but that acceptable documentation to verify the SSN(s) cannot be provided.
(2) Acceptance or certification by processing entity. Except as provided by paragraph (h) of this section, the processing entity must accept the certification referred to in paragraph (g)(1) of this section, and continue to process the applicant's or participant's eligibility to participate in the program involved.
(3) Effect on applicants. If the processing entity determines that the assistance applicant is otherwise eligible to participate in the program, the applicant may not become a participant in the program, unless it submits to the processing entity the documentation required under paragraph (f)(1) of this section within the time period specified in paragraph (g)(5) of this section. During such period, the applicant will retain the position that it occupied in the program at the time the determination of eligibility was made, including (as appropriate) its place on any waiting list maintained for the program.
(4) Effect on participants. If the processing entity determines that the participant otherwise continues to be eligible to participate in the program, participation will continue, provided that the participant submits to the processing entity the documentation required under paragraph (f)(1) of this section within the time period specified in paragraph (g)(5) of this section.

(5) Time for submitting documentation. The time period referred to in paragraphs (g)(4) and (5) of this section is 60 calendar days from the date on which the certification referred to in paragraph (g)(1) of this section is executed, except that the processing entity may, in its discretion and in such circumstances as it may permit, extend this period for up to an additional 60 days, if the individual is at least 62 years of age and is unable to submit the required documentation within the initial 60-day period.

(j) Rejection of documentation or certification. The processing entity may reject documentation referred to in paragraph (f) of this section, or a certification provided under paragraph (a)(2), (b)(2) (d), or (g)(1) of this section, only for such reasons (including the timeliness of the submission) as HUD (and in the case of the public housing program, or the Section 8 Certificate, Voucher, or Moderate Rehabilitation program, the HA) may prescribe in administrative instructions.

(k) Information on SSNs and EINs.
(1) Information regarding SSNs and SSN cards may be obtained by contacting the local Social Security Office or consulting the Social Security Administration regulations at 20 CFR chapter III (see particularly, part 422).
(2) Information regarding EINs may be obtained by contact the local office of the internal Revenue Service or consulting the appropriate regulations for the Internal Revenue Service.

(l) Form and manner of certifications. The certifications referred to in paragraph (a)(2), (b)(2), (d), and (g)(1) of this section must be in the form and manner that HUD (and in the case of public housing program, or the Section 8 Certificate, Voucher, or Moderate Rehabilitation program, the HA) may prescribe in administrative instructions. If an individual who is required to execute a certification is less than 18 years of age, it must be executed by his or her parent or guardian, or (in accordance with administrative instructions issued by HUD and, in the case of the public housing program, or the Section 8 New Construction, Certificate, Voucher, or Moderate Rehabilitation program, the HA) by the individual or another person.

§ 5.218 Penalties for failing to disclose and verify Social Security and Employer Identification Numbers.

(a) Denial of eligibility: assistance applicants and individual owner applicants. The processing entity must deny the eligibility of an assistance applicant or of an individual owner applicant in accordance with the provisions governing the program involved, if the applicant does not meet the applicable SSN disclosure, documentation and verification, and certification requirements specified in § 5.218.
(b) Denial of eligibility: entity applicants. The processing entity must deny the eligibility of an entity applicant in accordance with the provisions governing the program involved; if:
(1) The applicant does not meet the applicable EIN disclosure and verification requirements specified in § 5.216; or
(2) Any of the officials of the entity applicant referred to in § 5.216(c) does not meet the applicable SSN disclosure, and documentation and verification requirements specified in § 5.216.

(c) Termination of assistance or tenancy: participants. The processing entity must terminate the assistance or the tenancy (or both) of a participant in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation and verification, and certification requirements specified in § 5.216.

(d) Cross reference. Individuals should consult the regulations and administrative instructions for the programs referred tin in § 5.216 for further information on the use of SSNs and EINs in determining the eligibility of applicants, and the continued eligibility of participants.

§ 5.230 Consent by Assistance Applicants and Participants.

(a) Required consent by assistance applicants and participants. Each member of the family of an assistance applicant or participant who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

(b) Consent authorization.
  (1) To whom and when. The assistance applicant shall submit the signed consent forms to the processing entity when eligibility under a covered program is being determined. A participant shall sign and submit consent forms at the next regularly scheduled income reexamination. Assistance applicants and participants shall be responsible for the signing and submitting of consent forms by each applicable family member.
  (2) Subsequent consent forms--Special cases. Participants are required to sign and submit consent forms at the next interim or regularly scheduled income reexamination under the following circumstances:
    (i) When any person 18 years or older becomes a member of the family;
    (ii) When a member of the family turns 18 years of age; and
    (iii) As required by HUD or the HA in administrative instructions.

(c) Consent form--contents. The consent form required by this section shall contain, at a minimum, the following:
  (1) A provision authorizing HUD and HAs to obtain from SWICAs any information or materials necessary to complete or verify the application for participation and to maintain continued assistance under a covered program; and
  (2) A provision authorizing HUD, HAs or the owner responsible for determining eligibility for or the level of assistance to verify with previous or current employers income information pertinent to the assistance applicant's or participant's eligibility for or level of assistance under a covered program;
  (3) A provision authorizing HUD to request income return information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the assistance applicant's or participant'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.

§ 5.232 Penalties for failing to sign consent forms.

(a) Denial or termination of benefits. In accordance with the provisions governing the program involved, if the assistance applicant or participant, or any member of the assistance applicant's or participant's family, does not sign and submit the consent form as required in § 5.230, then:
  (1) The processing entity shall deny assistance to and admission of an assistance applicant;
  (2) Assistance to, and the tenancy of, a participant may be terminated.

(b) Cross references. Individuals should consult the regulations and administrative instructions for the programs covered under this subpart B for further information on the use of income information in determinations regarding eligibility.

§ 5.234 Requests for information from SWICAs and Federal agencies; restrictions on use.

(a) Information available from SWICAs and Federal agencies--to whom and what. Income information will generally be obtained through computer matching agreements between HUD and a SWICA or Federal agency, or between a HA and a SWICA, as described in paragraph (c) of this section. Certification that the applicable assistance applicants and participants have signed appropriate consent forms and have received the necessary Privacy Act notice is required, as follows:
  (1) When HUD requests the computer match, the processing entity shall certify to HUD; and
  (2) When the HA requests the computer match, the HA shall certify to the SWICA.

(b) Restrictions on use of information. The restrictions of 42 U.S.C. 3544(c)(2)(A) apply to the use by HUD or a HA of income information obtained from a SWICA. The restrictions of 42 U.S.C. 3544(c)(2)(A) and of 26 U.S.C. 6103(l)(7) apply to the use by HUD or a HA of income information obtained from the IRS or SSA.

(c) Computer matching agreements. Computer matching agreements shall specify the purpose and the legal authority for the match, and shall include a description of the records to be matched, a statement regarding disposition of information generated through the match, a description of the administrative and technical safeguards to be used in protecting and information obtained through the match, a description of the use of records, the restrictions on duplication and redisclusure, a certification, and the amount that will be charged for processing a request.

§ 5.236 Procedures for termination, denial, suspension, or reduction of assistance based on information obtained from a SWICA or Federal agency.

(a) Termination, denial, suspension, or reduction of assistance. The provisions of 42 U.S.C. 3544(c)(2)(B) and (C) shall govern the termination, denial, suspension, or reduction of benefits for an assistance applicant or participant based on income information obtained from a SWICA or a Federal agency. Procedures necessary to comply with these provisions are provided in paragraph (b) of this section.

(b) Procedures for independent verification.
  (1) Any determination or redetermination of family income made on the basis of information verified in accordance with paragraph (b) of this section shall be carried out in accordance with the requirements and procedures applicable to the individual covered program. Independent verification of information obtained from a SWICA or a Federal agency may be:
    (i) By HUD; and
    (ii) By a HA, when the benefit to be provided to the assistance applicant or participant is under a program in parts 880, 882, 886, 887, 891, 904, 950, or 960 of this title, including when the HA is the contract administrator for the owner.
  (2) Upon receiving income information from a SWICA or a Federal agency, HUD or, when applicable, the HA shall compare the information with the information about a family's income that was:
    (i) Provided by the assistance applicant or participant to the HA; or
    (ii) Obtained by the owner (or mortgagee, as applicable) from the assistance applicant or participant or from his or her employer.
  (3) When the income information reveals an employer or other income source that was not disclosed by the assistance applicant or participant, or when the income information differs substantially from the information received from the assistance applicant or participant or from his or her employer:

(i) HUD or, as applicable or directed by HUD, the HA shall request the undisclosed employer or other income source to furnish any information necessary to establish an assistance applicant's or participant's eligibility for or level of assistance in a covered program. This information shall be furnished in writing, as directed to:

(A) HUD, with respect to programs under parts 215, 221, 235, 236, or 290 of this title;

(B) The HA, with respect to programs under parts 880, 882, 886, 887, 891, 904, 950, or 960 of this title for which the HA is responsible for determining eligibility or level of benefits; or

(C) The owner (or mortgage, as applicable), with respect to programs under parts 215, 221, 235, 236, or 290 of this title, or when the owner is responsible under parts 880, 882, 886, 887, 891, 904, 950, 960 of this title for determining eligibility or the level of assistance; or

(ii) HUD or the HA may verify the income information directly with an assistance applicant or participant. Such verification procedures shall not include any disclosure of income information prohibited under paragraph (b)(6) of this section.

(4) HUD and the HA shall not be required to pursue these verification procedures when the sums of money at issue are too small to raise an inference of fraud or justify the expense of independent verification and the procedures related to termination, denial, suspension, or reduction of assistance.

(5) Based on the income information received from a SWICA or Federal agency, HUD or the HA, as appropriate, may inform an owner (or mortgagee) that an assistance applicant's or participant's eligibility for or level of assistance is uncertain and needs to be verified. The owner (or mortgage) shall then confirm the assistance applicant's or participant's income information by checking the accuracy of the information with the employer or other income source, or directly with the family.

(6) Nondisclosure of income information. Neither HUD nor the HA may disclose income information obtained from the SWICA directly to an owner (unless a HA is the owner). Disclosure of income information obtained from the SSA or IRA is restricted under 26 U.S.C. § 6103(l)(7) and 42 U.S.C. 3544.

(c) Opportunity to contest. HUD, the HA, or the owner (or mortgage, as applicable) shall promptly notify any assistance applicant or participant in writing of any adverse findings made on the basis of the information verified in accordance with paragraph (b) of this section. The assistance applicant or participant may contest the findings in the same manner as applies to other information and findings relating to eligibility factors under the applicable program. Termination, denial, suspension, or reduction of assistance shall be carried out in accordance with requirements and procedures applicable to the individual covered program, and shall not occur until the expiration of any notice period provided by the statute or regulations governing the program.

§ 5.238 Criminal and civil penalties.

Persons who violate the provisions of 42 U.S.C. 3544 or 26 U.S.C. 6103(l)(7) with respect to the use and disclosure of income information may be subject to civil or criminal penalties under 42 U.S.C. 3544(c)(3), 26 U.S.C. 7213(a), or 18 U.S.C. 1905.

Appendix F
PET OWNERSHIP RULES

1. Common household pet means a domesticated cat, dog, bird, and fish in aquariums. These definitions do not include any wild animal, bird or fish.

2. Each household shall have only one pet (except fish).

3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed 10 pounds. The animal's height shall not exceed twelve inches. Such limitations do not apply to a seeing-eye or helping hand dog used to assist a handicapped or disabled resident.

4. Pet owners shall license their pets yearly with the City of Beaumont. The pet owner must show BHA proof of annual rabies and distemper booster inoculations.

5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.

6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.

7. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird shall confine the bird to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.

8. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.

9. No pet owner shall keep a vicious or intimidating pet on the premises. If the pet owner declines, delays or refuses to remove the pet from the premises, BHA shall do so, in order to safeguard the health and welfare of other residents.

10. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, BHA shall do so.

11. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a sack in a designated container outside the building where the pet owner lives.

12. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animal's droppings at least twice per day; and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a sack in a designated container outside the building where the pet owner lives.

13. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by BHA.

14. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.

15. BHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. BHA shall accept no responsibility for the pet under such circumstances.

16. Each pet owner shall pay a pet deposit of $250.00 for family sites or $175.00 for Elderly/Disabled sites. There is no pet deposit for fish, birds, gerbils and guinea pigs. The pet deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The Authority shall use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit. BHA shall refund the unused portion of the pet deposit to the pet owner within thirty (30) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.

17. All residents, including the elderly, handicapped and disabled, are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of BHA.

18. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from BHA premises.

19. Should any pet housed in BHA facilities give birth to a litter, the residents shall remove from the premises all of said pets except one.

20. If a resident, including a pet owner, breaches any of the rules set forth above, BHA may revoke the pet permit and evict the resident or pet owner.

I have read and understand the above pet ownership rules and agreed to abide by them.

_____ _____
Resident's Signature BHA Staff member's Signature

_____ _____
Date Date

Type of Animal and Breed _____

Name of Pet _____

Description of Pet (color, size, weight, sex, etc.) _____
_____

The alternate custodian for my pet is: _____

Custodian's first, middle and last name; post office box; street address; zip code; area telephone code and telephone number: _____
_____
_____

Resident's Signature _____ Date _____

Damage Deposit _____

Amount Paid _____ Date _____

Definition "common household pet": A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). (Exceptions made for fish gerbils and guinea pigs)

Only one common household pet may be kept in any household (with the exception of aquarium fish).

Dogs and cats may be no larger than an anticipated size of 10-lbs. and/0r 12 inches in height when full grown. (Not applicable to scattered site residents who choose to have outside pets at homes that have adequate existing fences and shelter, however "inside" pets must adhere to above-mentioned sizes.)

All pets must be registered with BHA management office upon admission of the pet and/or pet owner and again annually (usually at annual re-exam). Pet owner must show proof of pet's a) annual rabies, parvo, and distemper boosters, cats should be vaccinated against feline leukemia b) provide information of an alternate care giver, should the owner not be available to care for pet and, c) certification of beings spayed or neutered or AKC registration.

Prohibited pets include but are not limited to livestock (such as pigs, goats, and ducks), pets that may be deemed as dangerous by local and/or state law, and pets that present themselves as vicious or intimidating.

Pets must be on leash (no longer than 6 feet) at all times while outside the unit. At no time should pets be allowed to wander the property without the owner present. A) The animal shall not be contained, chained, leashed or tied to an inanimate object and left outside the dwelling unit. B) Pets will wear ID tags at all times, issued by veterinarian upon completion of annual shots/vaccines. C) No pet owner will alter the dwelling unit or the surrounding premises to create a space, hold, container or enclosure for any pet.

Pet owners will be responsible for the removal of their pet's droppings. BHA management will charge a fee should the staff have to perform the removal of such droppings. These charges will be billed and charged to the resident in the same manner as any other maintenance charges in accordance with that lease provision. (This may be applicable to Scattered Site residents, however, those residents are responsible for all aspects of the upkeep and sanitation of their assigned yards.

Pets must be kept groomed, clean, bug free, and healthy. All precautions must be taken to eliminate pet odors inside and outside the unit. Residents will be expected to maintain the unit in a sanitary condition at all times.

Pets will not be permitted inside any BHA public or business office at any time. Pets will not be permitted in or around designated playground equipment areas, including basketball courts.

BHA staff will enter a dwelling unit where a pet has been left unattended for twenty-four hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of the State or Local law or ordinances in this regard.

BHA will accept no responsibility for the pet under such circumstances.

Households with registered pets will be issued posting stickers to notify staff and security of the presence of a pet. These notices shall be kept posted on the front and rear entrance of the dwelling at all times.

All pet owners will abide by all state/local ordinances in regard to the humane treatment of animals (Title 9, Chapter 42.11). Any pets not being maintained in such a manner will be reported to local authorities. City of Beaumont-City Ordinance-Animal Control information will be maintained in the manager's office or reference and residents' review.

No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" will include but not be limited to barking, howling, biting, scratching, chirping, and other activities of a disturbing nature. Should the management office receive complaints from three different neighboring resident households, or serious repeated complaints, management will order the removal of the pet. If the pet owner declines, delays, or refuses to remove the pet from the premises, BHA will consider that a lease violation and may start eviction action.

Pets must be removed or restrained when there is a planned entry in to the unit by maintenance or management staff to perform routine or preventative tasks.

Appendix G
GRIEVANCE POLICY

Purpose and Scope

The purpose of these Grievance Procedures is to ensure that Beaumont Housing Authority residents are afforded an opportunity for a hearing, if the resident disputes within a reasonable time (14 days), any BHA action or failure to act, involving the resident's lease, or with BHA regulations which adversely affect the individual resident's right's, duties, welfare or status.

These Procedures, by reference, are incorporated into and become a part of BHA's dwelling leases.

Governing Law

The law governing this grievance procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437 d (K) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57).

Definitions

The following definitions of terms shall be applicable to this grievance procedure:

A. Grievance: Any dispute which a Resident may have with respect to an action or a failure to act by BHA in accordance with the individual Resident's lease or BHA regulations, which adversely affects the individual Resident's rights, duties, welfare or status.

B. CFR: The code of federal regulations, which contains the federal regulations governing this grievance procedure.

C. Complainant: Any Resident (as defined in this section below) whose grievance is presented to BHA in accordance with the requirements set forth in this procedure.

D. Drug-related criminal activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

E. "Authority": The Beaumont Housing Authority, a body corporate organized and existing under the laws of the State of Texas.

F. Elements of due process: The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

1. Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;

2. Right of the Resident to be represented by counsel;

3. Opportunity for the Resident to refute the evidence presented by BHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have; and

4. A decision on the merits.

G. Hearing Officer: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. Hearing panel: A three-member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.55 and this procedures to hear grievances and render decisions with respect thereto.

I. HUD: The United States Department of Housing and Urban Development.

J. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

K. The "Regulations": The HUD regulations contained in subpart B of 24 CFR sec. 966.

L. Resident organization: An organization of residents, which includes any resident management corporation.

M. Resident: The adult person (or persons) other than a live-in aid:

1. Who resides in the unit and who executed the lease with the BHA as lessee of the dwelling unit, or, if no such persons resides in the unit.

2. The person who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.

N. Business Days: Monday through Friday of each week, except for legal holidays recognized by the federal government and/or local city government.

Incorporation in Leases

This grievance procedure shall be incorporated by reference in all leases between Residents and the Beaumont Housing Authority, whether or not so specifically provided in such leases.

Exceptions

These procedures are applicable to all individual grievances, as defined in the BHA Definitions section of these policies, between the resident and BHA with the following exceptions:

A. The procedures are not applicable to disputes between residents not involving BHA, or to class grievances. The procedures are not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Board of Commissioners; and

B. HUD has issued a due process determination that the law of the State of Texas requires that the Resident be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the Beaumont

Housing Authority has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. Any activity, not just criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Beaumont Housing Authority, or

2. Any drug-related criminal activity on or off such premises.

3. Any criminal activity is cause for eviction even in the absence of conviction or arrest.

4. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Processing Grievances

The primary objective of this process is to settle grievances at the lowest level and as quickly as possible, and minimize impact upon BHA's operation. Except as stated in paragraphs A and B., above, BHA's procedures shall afford each resident an opportunity for a hearing on a grievance, in accordance with the requirements, standards, and criteria contained in these procedures, with such modifications as are required by State law. The process for handling grievances is outlined below.

A. Informal Settlement of Grievance

1. Grievances shall be personally presented, either orally or in writing, to BHA's central office, or to the office of the development in which the complainant resides, so that the grievance may be discussed informally and settled without a hearing, if possible. This notice should be given within thirty (30) business days after the occurrence giving rise to the grievance.

2. A summary of such discussion shall be prepared within five (5) business days, and one copy shall be given to the resident, and one shall be retained in the resident file.

3. The summary shall specify the names of the participants, dates of meeting, nature of the compliant, the proposed disposition of the complaint, and the specific reasons therefore, and the procedures by which a hearing may be obtained if the resident is not satisfied.

4. BHA shall specifically include notice to the resident of the following:

    a. The time limit to request a formal grievance hearing;

    b. That the grievance can be heard by a hearing officer or a hearing panel, and what the procedure is for selecting the officer or panel;

    c. What specifically must be included in the complainant's written request for a grievance, as provided in paragraph 1.b of BHA's Procedures to Obtain a Hearing;

    d. If the complainant fails to request a hearing within the required time period (5 business days) after receiving the summary, BHA's decision rendered at the informal conference

becomes final, but the complainant does not waive the right to contest BHA's action in an appropriate judicial proceeding;

e. That the resident has a right to be represented by counsel or other representative at a formal grievance hearing; and

f. That the resident requesting a hearing has a right to examine any BHA documents relevant to the hearing, including records and regulations. The Resident shall be allowed to obtain a copy from BHA of any such documentation at the Resident's expense, as stated in charges in addition to rent schedule.

B. Procedures to Obtain a Hearing

1. Request for a Hearing

a. The resident shall submit a written request for a hearing to BHA, or to the development office, within five (5) business days after receipt of the summary discussion.

b. The written request shall specify:

(1) The reasons for the grievance;

(2) The action or relief sought;

(3) The complainant so desires a statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days;

(4) Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.

c. If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, BHA's decision rendered at the informal conference becomes final and the BHA is not thereafter obligated to offer the complainant a formal hearing.

Failure to request a hearing shall not constitute a waiver by the resident of his/her right thereafter to contest BHA's action in disposing of the complaint in an appropriate judicial proceeding.

2. Selection of Hearing Officer or Hearing Panel

a. Grievances shall be presented before a hearing officer or hearing panel.

b. A hearing officer or hearing panel shall be selected as follows:

(1) The hearing officer shall be an impartial, disinterested person selected jointly by BHA and the resident. The officer cannot be a party related to the grievance.

If they cannot agree on a hearing officer, they shall each appoint a member of a hearing panel, and the appointed members shall select a third member.

If the members appointed by BHA and the resident cannot agree on a third member, such member shall be appointed by an independent arbitration organization, such as the Center for Disputes Settlement of the America Arbitration Association, or by any other third party agreed upon by BHA and the resident.

(2) In lieu of the procedures set forth in paragraph (1) above BHA may provide for the appointment of a hearing officer or a hearing panel by any method which is approved by the majority of residents (in any building, group of buildings, or development, or group of developments to which the methods are applicable) voting in an election or meeting of residents held for the purpose.

(3) In all cases, BHA will consult with resident organizations before appointment of hearing officers or hearing panels and documents related to discovery in the grievance process will be made available to residents.

3. Hearing Prerequisite

a. All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure prescribed in the paragraph on Informal Settlement of Grievance, above, as a condition precedent to a hearing under this section.

b. If the complainant shows good cause why he/she failed to proceed in accordance with the paragraph on informal settlement, above, the provisions of this subsection may be waived by the hearing officer or hearing panel.

4. Escrow Deposit

a. Before a hearing is scheduled in any grievance involving the amount of Tenant Rent or other charges, which BHA claims is due, the resident shall pay an amount equal to the amount of the Tenant Rent or other charges due and payable as of the first of the month preceding the month in which the act or failure to act took place.

b. The resident shall thereafter deposit the same amount of the Tenant Rent in an escrow account monthly, until the complaint is resolved by decision of the hearing officer or hearing panel.

c. These requirements may be waived by BHA in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedures.

d. Failure to make payment shall not constitute a waiver of any right the resident may have to contest BHA's disposition of the resident's grievance in any appropriate judicial proceeding.

5. Scheduling Hearings

a. Upon a resident's compliance with the above requirements, a hearing shall be scheduled by the hearing officer or hearing panel promptly, for a time and place reasonably convenient to both the resident and BHA.

b. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the resident and the appropriate BHA official.

C. Procedures Governing the Hearing

1. Official or Panel

The hearing shall be held before a hearing officer or a hearing panel, as appropriate.

2. Safeguards of Due Process

The resident shall be afforded a fair hearing providing the basic safeguards of due process, which include the following.

a. The opportunity to examine documents before the hearing, at the expense of the complainant, and to copy all documents, records, and regulations of BHA that are relevant to the hearing.

Any requested document not made available by the resident may not be relied on by BHA at the hearing.

b. The right to be represented by counsel or other person chosen as the resident's representative.

c. The right to a private hearing, unless the resident requests a public hearing.

d. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by BHA or development management, and to confront and cross examine all witnesses on whose testimony or information the BHA or development management relies.

e. A decision based solely and exclusively upon the facts presented at the hearing.

3. Previous Decision

The hearing officer or hearing panel may render a decision without proceeding with the hearing, if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

4. Failure to Appear

   a. If the resident or BHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing, for a period not to exceed five (5) business days, or may make a determination that the party has waived his or her right to a hearing.

   b. Both the resident and BHA shall be notified of the determination by the hearing officer or hearing panel.

   c. A determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the resident may have to contest BHA's disposition of the grievance in an appropriate judicial proceeding.

5. Entitlement and Justification

   a. At the hearing, the resident must first make a showing of an entitlement to the relief sought.

   b. Thereafter, BHA must sustain the burden of justifying BHA action or failure to act against which the complaint is directed.

6. Conduct of the Hearing

   a. The hearing shall be conducted informally by the hearing officer or hearing panel.

   b. Oral or documentary evidence pertinent to the facts and issues raised by the resident may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

   c. The hearing officer or hearing panel shall require BHA, the resident, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interest of the disorderly party, and granting or denial of the relief sought, as appropriate.

7. Transcript

   a. The resident or BHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

   b. Any interested party may purchase a copy of such transcript.

8. Accommodation to Handicapped Persons

   BHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

D. Decision, Reasons, Copies and Files

1. Decision, Reasons, Copies and Files

a. The hearing officer or hearing panel shall prepare a written decision, together with the reasons thereof, within a reasonable time after the hearing.

b. A copy of the decision shall be sent to the resident and BHA.

c. BHA shall retain a copy of the decision in the resident's folder.

d. A copy of the decision, with all names and identifying references deleted, shall also be maintained by BHA and made available for inspection by a prospective complainant, his or her representative, or the hearing panel or hearing officer.

2. Subsequent Actions

The decision of the hearing officer or hearing panel shall be binding on BHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Board of Commissioners determines, within ten (10) business days, and promptly notifies the resident of its determination, that:

a. The grievance does not concern BHA action or failure to act in accordance with or involving the resident's lease or BHA regulations, which adversely affect the resident's rights, duties, welfare, or status; and,

b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements or the Annual Contributions Contract between HUD and BHA.

3. Judicial Proceedings

A decision by the hearing officer, hearing panel, or Board of Commissioners, in favor of BHA, or which denies the relief requested by the resident, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

E. BHA Notice

Notices under this grievance procedure shall be deemed delivered:

1. Upon personal service thereof upon the complainant or an adult member of the complainant's household;

2. Upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or

3. On the second day after the deposit there of for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail, unless the resident can prove that delivery of notice in fact occurred at some other time.

F. Concurrent Notice

If a resident has filed a request for grievance hearing in a case involving BHA's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

If the hearing officer or hearing panel upholds BHA's action to terminate the tenancy, the BHA may commence an eviction action in court by the later of:

1. The expiration of the date for termination of tenancy and vacation of premises stated in the notice delivered termination notice, or

2. The delivery of the report of decision of the hearing officer or panel to complainant.

G. Modification

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of BHA, present at a regular meeting or a special meeting called for such purposes.

1. Any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments.

2. Comments submitted shall be considered by BHA before final adoption of any amendments.

Appendix H
DEFINITIONS

Abandonment
Means absence of the resident from the dwelling, without notice to the owner, for one full rental period or in excess of seven days, whichever is less; providing such absence occurs only after rent for the dwelling unit is delinquent.

ACC Expiration Date

The last day of the term during which a particular public housing development is subject to all or any of the provisions of the Annual Contributions Contract (ACC). The ACC term for a particular development expires at the latest of:

1. The end of the "Debt Service Completion Date," which is the last day of a one-year period beginning with, and inclusive of, the last debt service Annual Contribution Date for the development, as determined under the ACC (e.g., if the last debt service Annual Contribution Date is June 15, 1983, the one-year period continues through the end of the day on June 14, 1984, which is the debt Service Completion Date); or
2. The end of the date of full repayment of any indebtedness of the PHA to the Federal government in connection with the development; or
3. The end of the last date of an extension of the term of the ACC provisions related to development operation, as effected under 24 CFR, Sections 969.105, Extension of ACC Upon Payment of Operating Subsidy, or 969.106, ACC Extension in Absence of Current Operating Subsidy.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps. The phrase "accessible to and usable by" is synonymous with accessible.
2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical handicaps.
   A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of this paragraph 2.

   When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with handicaps (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route
A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability
The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income
Adjusted Income means Annual Income less the following allowances, determined in accordance with HUD instructions:
In determining adjusted income, the incremental earnings due to employment during the 12-month period following the date of hire shall be excluded, when the earned income increase is the result of a family member who, 1) was unemployed for at least 12 months; 2) is participating in a self-sufficiency program or job training program; or 3) is, or was in the past six months, receiving welfare.

During the year after this twelve-month period, rent will be increased by 50 percent of the amount that would otherwise be applicable.

1. $480 for each Dependent;

2. $400 for any Elderly Family;

3. For any family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Handicapped or Disabled Person;
4. For any Elderly or Disabled Family,
    a. That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
    b. That has Disability Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;
    c. That has Disability Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income, and
5. a. Child Care Expenses; or
    b. In the case of families assisted by Indian housing authorities, the greater of:
        (1) Child care expenses, or
        (2) Excessive travel expenses, not to exceed $25 per family per week, for employment or education related travel.

Alteration
Any change in a facility or its permanent fixtures or equipment. Alteration includes, but is not limited to remodeling, renovation, rehabilitation, reconstruction, changes or rearrangements in structural parts and extraordinary repairs. It does not include normal maintenance or repairs, re roofing, interior decoration, or changes to mechanical systems.

Annual Contributions Contract
A contract under the Housing Act of 1937, as amended, between HUD and the PHA, containing the terms and conditions under which the Department assists the PHA in providing decent, safe, and sanitary housing for low-income families.

The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the PHA agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures.

A written agreement between HUD and a PHA to provide annual contributions to the PHA to cover housing assistance payments and other expenses pursuant to the Act.

Annual Income

1. Annual Income means all amounts, monetary or not, which:
   a. Are received by, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and which are not specifically excluded in this section. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

   b. Annual Income includes, but is not limited to:
   The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services; the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

   c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be 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 shall include the greater of the actual income derived from all Net Family Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;

d. The full amount of periodic payments 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 (except as provided under Annual Income exclusions);
e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see the paragraph on lump sum additions to family assets, below.)
f. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:
    (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
    (2) The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
h. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).

3. Annual Income does not include the following (Exclusions):
a. Income from the employment of children (including foster children) under the age of 18 years;
b. Payment 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; (but see the paragraph on payments in lieu of earnings, above).
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, as defined in the regulations, who is a person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who:
    (1) Is determined to be essential to the care and well being of the Person(s);
    (2) Is not obligated for the support of the Person(s); and
    (3) Would not be living in the unit except to provide the necessary supportive services.
f. The full amount of student financial assistance paid directly to the student or to the educational institution;
g. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
h. Amounts received under training programs funded by HUD;
i. 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); or
j. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;

k. A resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, 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 initiatives coordination. No Resident may receive more than one such stipend during the same period of time;

l. 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;

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

n. 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;

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

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

4. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period.

For purposes of this paragraph, the following definitions apply:

(1) Comparable Federal, State or local law means a program providing employment training and supportive services that:

(a) is authorized by a Federal, State or local law;

(b) Is funded by the Federal, State or local government;

(c) is operated or administered by a public agency; and

(d) has as its objective to assist participants in acquiring employment skills.

(2) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

(3) Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

r. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts;

s. 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;

t. 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;

u. Amounts specifically excluded by any other Federal statue from consideration as income for purposes of determining eligibility or benefits under a category of assistance

programs that includes assistance under the United States Housing Act of 1937, including the following:

(1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];

(2) Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];

(3) Payments received under the Alaska Native Claims Settlement Act. [43 USC § 1626(c)];

(4) Income derived from certain submarginal land of the United States, that is held in trust for certain Indian tribes. [25 USC § 459(e)];

(5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];

(6) Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];

(7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];

(8) The first $2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];

(9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, PHAs should exclude the FULL value of any Pell Grant. These changes are effective 10-1-92;

(10) Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];

(11) Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the “In Re Agent Orange product” liability litigation. [M.D.L. No. 381 (E.D.N.Y.];

(12) Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];

(13) The value of any child care provided or arranged (or any amount received as payment for such are or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC § 9858q]. This change was effective November 4, 1992;

(14) Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [USC § 32(j)];

(15) Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period. Collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;

(16) Holocaust reparations received after April 23, 1993. [42 USC § 1437a, § 1437d, § 1437n and § 3535(d)].

(17) Income excluded as outlined in PHA policies.

5. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

Applicable Surface
All intact and non intact interior and exterior painted surfaces of a residential structure (with reference to lead-based paint poisoning prevention).

Applicant
A person or a family that has applied for housing assistance.

Application of Admission
A written form, completed in accordance with PHA requirements, signed by the applicant, and submitted to the PHA. The purpose of the application is to determine whether the applicant is eligible for Public Housing.

Auxiliary Aids
Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

For example, auxiliary aids for persons with impaired vision may include readers, Brailled materials, audio recordings, and other similar services and devices.

Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), interpreters, note takers, written materials, and other similar services and devices.

Benefit/Cost Analyst
A direct comparison of the present worth of any savings generated by a given system during the expected useful life of the system or the estimated remaining life of the development, whichever is the shortest number of years, to the cost of the change.

Building
A structure, facility or portion thereof that contains or services one or more dwelling units.

Building Entrance on an Accessible Route
An accessible entrance to a building that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to public streets or sidewalks, if available. A building that complies with ANSI A117.1-1986 or a comparable standard complies with the requirements of this paragraph.

Check-meter
A device for measuring Utility consumption within each individual dwelling unit where the Utility Service is supplied to the PHA through a Master-meter System. The PHA pays the Utility Supplier of the Utility Service on the basis of the Master-meter readings and uses the Check-meter to determine whether and to what extent the Utility consumption of each dwelling unit is in excess of the Allowance for PHA-Furnished Utilities.

Child
A member of the family, other than the family head or spouse, who is under 18 years of age.

For continued assistance under Restrictions on Assistance to Non-citizens only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

Child Care Expenses
Amounts anticipated being 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 be 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, and 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.

CIAP Program
The Comprehensive Improvement Assistance Program.

Citizen
A citizen (by birth or naturalization) or national of the United States.

Codes
Includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy or use of a dwelling unit.

Common Use Areas
Rooms, spaces or elements inside or outside of a building that are made available for the use of residents of a building or the guests thereof. These areas include hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, recreational areas and passageways among and between buildings.

Complainant
Any resident whose grievance is presented to the PHA or at the development management office in accordance with 24 CFR 966.54, Informal Settlement of Grievance, and 966.55(a), Request for a Hearing.

Community Service
The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Comprehensive Modernization
A modernization program for a development which provides for all needed physical and management improvements. Under CIAP, all modernization programs are comprehensive modernization, except those defined as emergency, home-ownership, or special purpose.

Continued Assistance Family
This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19,1995; and
2. whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to non-citizens; and
3. the family does not include any person (who does not have eligible immigration status) other than:
   - The head of the household
   - Any spouse of the head of the household
   - Any parents of the head of the household
   - Any parents of the spouse
   - Any children of the head of the household or spouse

   This does not define "family" for purposes of eligibility at the PHA (see "Family" in this Definitions section.)

Controlled Substance
Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Cost Effective
As used in 24 CFR, Part 965, Subpart C, Energy Audits and Energy Conservation Measures, an energy conservation measure with a pay-back period of fifteen years or less shall be considered to be cost effective.

Decent, Safe and Sanitary Housing
Housing is decent, safe and sanitary if the requirements of 982.401 are met (Housing Quality Standards).

Defective Paint Surface
Paint on applicable surfaces that is cracking, scaling, chipping, peeling or loose (with reference to lead-based paint poisoning prevention).

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.

Deposit
Means an amount of currency, or an instrument delivered to the owner by the resident as a pledge to abide by terms or conditions of the rental agreement.

Development
The term development has the same meaning as that provided for low-income housing development, as that term is defined in section 3(b)(1) of the Act.

Dilapidated Housing
See the definitions of Substandard Housing.

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. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act; 42 U.S.C. 6001 (7).

Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

Disabled Person (person with disabilities)
A person who has a disability as defined in 42 USC 423, is determined pursuant to HUD regulations to have a physical mental or emotional impairment that: 1. is expected to be of long-continued and indefinite duration 2. substantially impedes his or her ability to live independently and 3. is such a nature that the ability to live independently could be improved by more suitable housing conditions or has a developmental disability as defined in 42 USC 6001. This does not exclude persons with the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependency.

Discriminatory Housing Practice
An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person/Family
A person or family in which each member, or whose sole member, is a person displaced by governmental action, 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
The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act; 21 U.S.C. 802).

Dwelling
Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Earned Income
Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. (See 24 CFR 5.609.) Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Earned Income Disallowance (EID)
The incremental earnings due to employment during the 12-month period following the date of hire shall be excluded, when the earned income increase is the result of a family member who, 1) was unemployed for at least 12 months; 2) is participating in a self-sufficiency program or job training program; or 3) is, or was in the past six months, receiving welfare.

During the year after this twelve-month period, rent will be increased by 50 percent of the amount that would otherwise be applicable.

Economic Self-Sufficiency program
A program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment program) or other work activities.

Elderly Person/Family
A person or family whose head or spouse, or sole member 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.

Elements of Due Process
Means an eviction action or termination of tenancy in a State or local court in which the following safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction.
2. Opportunity for the resident to examine all relevant documents, records and regulations of the PHA, prior to the trial, for the purpose of preparing a defense.
3. Right of the resident to be represented by counsel.
4. Opportunity for the resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the resident may have.
5. A decision on the merits.

Elevated Blood Lead Level
Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Eligible Families
Eligible families mean current residents of public housing.

Emergency Condition
A situation in which failure to supply immediate relief would pose a serious threat to the life, health, or safety of the applicant for admission.

Emergency Modernization
A modernization program for a development that is limited to physical work items of an emergency nature, posing an immediate threat (i.e., must be corrected within one year of funding approval) to resident life, health, or safety or related to fire safety. Under emergency modernization, management improvements are not eligible modernization costs.

Emergency Work
Physical work items of an emergency nature, posing an immediate threat to the health or safety of residents, which must be completed within one year of CGP funding. Management improvements are not eligible as emergency work and, therefore, must be covered by the comprehensive plan (including the action plan) before the PHA may carry them out.

Energy Audit
A process carried out in accordance with 24 CFR, Part 965, Subpart B, Energy Audits and Energy Conservation Measures, which identifies and specifies the energy and cost savings which are estimated to result from installing or accomplishing an energy conservation measure.

Energy Conservation Measures
Physical improvements or modifications that, if undertaken for a building or facility, or its equipment, are likely to reduce the cost of energy in an amount sufficient to recover the installation costs in a period no longer than the useful life of the measure.

Entrance
Any access point to a building or portion of a building used by residents for the purpose of entering.

Evidence of citizenship of eligible immigration status
The documents which must be submitted to evidence citizenship or eligible immigration status.

Exterior
All areas of the premises outside of an individual dwelling unit.

Eviction
Means any action initiated by the owner to regain possession of a dwelling unit and use of the premises.

Facility
All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

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. 3600-3620).

Familial Status
One or more individuals (who have not attained the age of 18 years) being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status apply to any person who is pregnant, or is in the process of securing legal custody of any individual who has not attained the age of the 18 years.

Family

1. "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.

2. For the purpose of clarification, the PHA shall use the following definition of "Family."

   A Family includes one or more of the following individuals or groups:
   a. A group of persons living together, related by blood, marriage or operation of law;
   b. A common-law husband and wife, as recognized under State Law;
   c. A Disabled Person;
   d. A Displaced Person or Family;
   e. An Elderly Family;
   f. A Handicapped Person;
   g. A Single Person (but see the regulations on the admission of single person);
   h. The Remaining Member of a Resident Family.

Family Income
Means Monthly Income as defined in HUD regulations, i.e., Annual Income divided by 12.

Family Project (Family Development)
Any development assisted under Section 9 of the U.S. Housing Act of 1937, which is not an elderly development. For this purpose, an elderly development is one which was designated for occupancy by the elderly at its inception

(and has retained that character) or, although not so designated, for which the PHA gives preferences in tenant selection (with HUD approval) for all units in the development to Elderly Families.

A building within a mixed-use development which meets these qualifications shall, for the purposes of 24 CFR, Part 965, Subpart H, Lead-Based Paint Poisoning Prevention, be excluded from any family development.

Zero bedroom units, for the purposes of Subpart H, are excluded from any family development.

Family Self-Sufficiency (FSS) Program
The program established by BHA to promote self-sufficiency among participating families, including provisions of supportive services to these families, as authorized by section 23 of the 1937 Act. And in accordance with 23 CFR part 984. This is a voluntary program open to all residents. Utilization of this program is intended to assist families in accomplishing their goals of becoming totally self-sufficient and graduating to a Homeownership program currently being offered through BHA and other organizations

Financially Distressed PHA
A PHA that has an operating reserve level of 20 percent or less of its authorized maximum or other level as determined by HUD, as shown on the latest year-end financial statement.

First Occupancy
A building that has never before been used for any purpose.

Force Account Labor
Labor employed directly by the PHA on either a permanent or a temporary basis. Under Section 107(d) of the ACC, use of force account labor requires prior HUD approval.

Full-time Student
A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An educational institution includes a vocational school, as well as an institution offering a college degree.

Good Faith
Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Grievance
Any dispute which a resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease, or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

Ground Floor
A floor of a building with a building entrance on an accessible route. A building may have more than one ground floor.

Handicap
With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment, or being regarded as having such an impairment.

This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act; 21 U.S.C. 802).

For the purpose of 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act, an individual shall not be considered to have a handicap solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped Assistance Expenses
Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped Person
A person having a physical or mental impairment that:

1. Is expected to be of long-continued and indefinite duration,
2. Substantially impedes the person's ability to live independently, and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.
4. Has a Record of Such an Impairment

As used in the definition of Handicap, means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

Head of Household
The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Hearing Officer/Hearing Panel
A person/panel selected in accordance with 24 CFR, Part 966, Section 966.55, Procedures to Obtain a Hearing, to hear grievances and render a decision with respect thereto.

Homeless Family
See the definition of Substandard Housing.

Homeless Individual
An individual who:

1. Is an Eligible Individual,
2. Lacks a fixed, regular, and adequate nighttime residence; and
3. Has a primary nighttime residence that is:

    a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);

b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The term "Homeless Individual" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law.

Home-buyer Agreement
A Mutual Help and Occupancy Agreement or Turnkey III Home-buyer's Ownership Opportunity Agreement.

Home-ownership Modernization
A modernization program for a development that is under the Turnkey III Home-ownership Opportunities Program or the Mutual Help Home-ownership Opportunities Program. Under home-ownership modernization, limited physical improvements are not eligible modernization costs.

Housing Agency (HA)
A State, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

Housing Assistance Limitation for Single Persons
A single person who is not an elderly or displaced persons, or a person with disabilities, or the remaining member of a tenant family may not be provided public housing and other project-based assistance, a housing unit with two or more bedrooms.

Housing Manager/Assistant Housing Manager
A Housing Manager is any person who, irrespective of title, is responsible for the day-to-day management and operation, which may include the supervision of employees, of a low-income housing development or developments.

An Assistant Housing Manager is any person who, irrespective of title, is responsible for assisting a Housing Manager in performing his/her managerial responsibilities.

Housing Provider
1. The owner or manager of the housing facility;
2. The owner or manager of the common and public use areas of a housing facility, when the dwelling units are individually owned;
3. The term “housing provider” may include any person or entity which operates a housing facility. The term “housing provider” includes any person or entity which represents the property owners of a community in their housing interest, including homeowners or resident associations, whether or not there is common ownership operation of any portion of a community.

Housing Subsidies
Means assistance to meet the costs and expenses of temporary shelter, rental housing or home-ownership, including rent, mortgage or utility payments.

HUD
The Department of Housing and Urban Development or its designated officer or employee.

HUD Field Office
The HUD Regional, Area or Insuring Office which has been delegated authority under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the PHA is located.

Improvement Plan
A document developed by the PHA and approved by HUD specifying the actions to be taken, including timetables, to correct deficiencies identified as a result of an assessment, either under PHMAP or pursuant to HUD monitoring or audit findings.

Income Limits
HUD establishes Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Indian
Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal Government, or any State.

Indian Housing Authority
An entity that is authorized to engage in or assist in the development or operation of low-income housing for Indians that is established either (a) by exercise of the power of self-government of an Indian tribe independent of State law; or (b) by operation of State law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

Indian Tribe
Any tribe, band, pueblo, group, community, or nation of Indians or Alaska Natives.

Individual With Handicap
A person having a physical or mental impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

INS
The U.S. Immigration and Naturalization Service.

Interior
The spaces, parts, components or elements of an individual dwelling unit.

Is Regarded as Having an Impairment
As used in the definition of Handicap, means:
1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental impairment," below, but is treated by another person as having such an impairment.

Joint Custody of Children
Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year, which do not have to run consecutively.

JTPA
Means the Job Training Partnership Act; 29 U.S.C. 1579(a).

Lack of Management Capability
The PHA:
1. Has inadequate management practices, as determined by HUD on the basis of regular monitoring and performance of on-site reviews, audits, and surveys, and
2. Has not taken appropriate corrective action.

Management practices which are to be considered include, but are not limited to: Management, financial, and accounting controls; resident programs and services; resident and development security; resident selection and eviction; occupancy; rent collection; maintenance; and administration of equal opportunity requirements.

Lack of Modernization Capability
The PHA:
1. Has previously approved, but un-obligated, modernization funds that are over one year old for emergency modernization and over three years old (or older, where HUD has approved a longer period) for comprehensive, special purpose, or home-ownership modernization, and that HUD has determined that the failure to obligate the funds is due to reasons within the PHA's control; or
2. Has spent modernization funds so that the quality of the work does not assure the long-term social and physical viability of the modernized units.

Lead-Based Paint
A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eights of an inch).

Live-In Aide
A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
1. Is determined by the PHA to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons, and
3. Would not be living in the unit except to provide necessary supportive services. (See the definition of Annual Income for treatment of a Live-In Aid's income.)

Living in Substandard Housing
See the definition of Substandard Housing, below.

Location (or Site)
A term used identify units located in any common geographical area. It may be a development, a portion of a development, two or more developments, or an entire development plus one or more portions of another development. If the units are divided by a major architectural or topographical barrier, such as a freeway, stream or retaining wall, which substantially impairs mutual access, the separated units constitute separate locations or sites.

Low-Income Family
A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low-income family.

Major Changes
Major changes means additions, deletions or modifications of work items cumulatively totaling 10 percent or more of a PHA's annual grant allocation, excluding emergencies. Major changes require prior HUD approval. Any changes with respect to work items cumulatively totaling less than 10 percent of a PHA's annual grant allocation, excluding emergencies, do not require prior HUD approval, so long as the work is covered under the PHA's action plan. See § 968.330(h).

Major Life Activities
As used in the definition of Handicap, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Management
All activities for which the PHA is responsible to HUD under the Annual Contributions Contract, within the definition of "operation" under the ACC, including the development of resident programs and services.

Management Contract
A written agreement between a resident management corporation and a PHA, as provided by 24 CFR 964.35, Management Responsibilities.

Marriage
Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Master-meter System
A Utility distribution system in which a PHA is supplied Utility Service by a Utility supplier, through a system meter or meters, and distributes the Utility Service to its residents.

Medical Expenses
Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Medical expenses are allowable only for Elderly, Handicapped, or Disabled Families.)

Meter Loops
A device provided to accommodate the future installation of a Utility Meter.

Minimum Loan Interest Rate
The rate of interest determined periodically by HUD applicable to loans and loan commitments made by HUD to PHAs.

Minor
A person who is under the age of legal competence, unless otherwise determined by State Law.

Mixed Family
A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Mixed Population Project
A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception the HA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of project) to elderly families and disabled families. These projects formerly were known as elderly projects.

Modernization Capability
A PHA has modernization capability if it is:
1. Not designated as Modernization Troubled under 24 CFR Part 901, PHMAP, or
2. Designated as Modernization troubled, but has a reasonable prospect of acquiring modernization capability which may include CIAP-funded management improvements and administrative support. A PHA may be considered for funding of non-emergency physical improvements where it is making reasonable progress toward meeting the performance targets established in its memorandum of agreement under § 901.140. Where a PHA does not have a funded modernization program in progress, HUD will determine whether the PHA has a reasonable prospect of acquiring modernization capability through hiring staff or contracting for assistance.

Modernization Funds
Funds derived from an allocation of budget authority for the purpose of funding physical and management improvements under an approved modernization program (e.g. CIAP or CGP).

Modernization Program
The provision of financial assistance to PHAs under the Housing Act of 1937, as amended, for the purpose of upgrading living conditions, correcting serious physical deficiencies, and achieving operating efficiency and economy with respect to PHA-owned housing assisted under the Act.

A PHA's program for carrying out modernization, as set forth in the approved modernization program (e.g. CIAP or CGP).

Modification
Any change to the public or common use areas of a building or any change to a dwelling unit.

Monthly Adjusted Income
One-twelfth of Adjusted Income.

Monthly Income
One-twelfth of Annual Income.

Multifamily Housing Project (Development)
A development containing five or more dwelling units.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near-Elderly Person/Family
A person or 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
1. Net cash value after deducting reasonable costs that would be incurred in disposing 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.
2. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
3. 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.
4. In determining Net Family Assets, the Authority shall include the value of any assets disposed of by an applicant or resident 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 therefore. 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 resident received important consideration not measurable in dollar terms.

Non-citizen
A person who is neither a citizen nor a national of the United States.

Non-Routine Maintenance
Work items that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and that involve expenditures that would otherwise materially distort the level trend of maintenance expenses.

Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify.

Normal Wear and Tear
Means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the resident, members of the resident's household, or by his/her invitees or guests. However, uncleanliness does not constitute normal wear and tear.

Occupancy Standards
Standards that the PHA establishes for determining the number of bedrooms for Families of different sizes and compositions.

Occupied
One or more persons over the age of 55 actually occupying a unit at the time of an alleged violation of the Act.

Older Persons
Persons 55 years of age or older.

Operating Subsidy
Additional annual contributions for operations under Section 9 of the Housing Act of 1937, as amended.

Participant
Has the following meaning for the programs referred to in the regulations.
1. Part 960: a resident under the program.
2. Part 905: a resident or homebuyer under the program.

Partnership Process
A specific and ongoing process that is designed to ensure that residents, resident groups, and the PHA work in a cooperative and collaborative manner to develop, implement and monitor the CIAP or CGP. At a minimum, a PHA shall ensure that the partnership process incorporates full resident participation in each of the required program components.

Pay-back Period
The number of years required to accumulate net savings to equal the cost of an energy conservation measure.

Paying More Than 50 Percent of Family Income for Rent
See the definition of Rent Burden, below.

Person
Includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11 of the United States Code, receivers, and fiduciaries.

Person in the Business of Selling or Renting Dwellings means any person who:
1. Within the preceding twelve months, has participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;
2. Within the preceding twelve months, has participated as agent, other than in the sale or his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or
3. Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

PHAS (Public Housing Assessment Program)
The revised assessment program for public housing authorities which became effective October 1, 1998, and applies first to housing authorities with fiscal years ending September 30, 1999.

PHMAP
The Public Housing Management Assessment Program (PHMAP) is a process designed to allow HUD and the PHA to identify PHA management capabilities and deficiencies, and to lead to overall better management of the public housing program, in accordance with 24 CFR part 901.

Physical or Mental Impairment
As used in the definition of Handicap, includes:
1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculo-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
Premises

Means facilities, appurtenances, areas and other facilities held out for use of the resident, or whose use is promised to the resident coincidental with occupancy of a dwelling unit.

Processing Entity
The person or entity that, under any of the programs covered under 24 CFR, Part 5.210-5.238, is responsible for making eligibility and related determinations and any income reexaminations.

Program or Activity
All of the operations of:

1.a. A department, agency, special purpose district, or other instrumentality of a State or of a local government; or

1.b. The entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government;

2. A local educational agency (as defined in Section 198(a)(10) of the Elementary and Secondary Education Act of 1965), system of vocational education, or other school systems;

3.a. An entire corporation, partnership, or other private organization, or entire sole proprietorship
(1) If assistance is extended to such corporation, partnership, private organization, or sole proprietorship as a whole; or
(2) Which is principally engaged in the business of providing education, health care, housing, social services, or parks and recreation; or

3.b. The entire plant or other comparable, geographically separate facility to which Federal financial assistance is extended, in the case of any other corporation, partnership, private organization, or sole proprietorship; or

4. Any other entity which is established by two or more of the entities described in paragraphs 1, 2, or 3, above;

Any part of which is extended Federal financial assistance.

Project (Development)
Includes any of the following that meet the requirements of 24 CFR, Part 964, Resident Participation and Management in Public Housing;

1. One or more contiguous buildings.
2. An area of contiguous row houses.
3. Scattered site buildings.

The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Project (Development) for the Elderly or Handicapped (24 CFR, Section 942.3)
Means any development assisted under the Unites States Housing Act of 1937 (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at its inception, or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the development (or for a building within a mixed-use development) to elderly or handicapped families. For the purposes of 24 CFR, Part 942, Pet Ownership in Public Housing for the Elderly or Handicapped, this term does not include developments assisted under the Low-Rent Housing Home ownership Opportunity program--Turnkey III; 24 CFR, Part 5.300 et al, or under Title II of the U.S. Housing Act of 1937--Indian Housing; 24 CFR, Part 905.

Public Housing Agency (PHA)
Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in, or to assist in the development or operation of low-income housing. For the purposes of 24 CFR, Part 942, Resident Participation and Management in Public Housing, the term Public Housing Agency does not include Indian Housing Authorities. As used in 24 CFR, Part 965, Subpart E, Resident Allowance for Utilities, PHA includes an Indian Housing Authority.

Public Use Areas
Interior or exterior rooms or spaces of a building that are made available to the general public. Public use may be provided at a building that is privately or publicly owned.

Qualified Individual With Handicaps
1. With respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non employment program or activity, an Individual With Handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other then the recipient.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety, in the absence of necessary supportive services, may be "qualified" for occupancy in a development where such supportive services are provided by the recipient as part of the assisted program. The person may not be "qualified" for a development lacking such services.

Reasonable Accommodation
Means making alterations or adaption to provide access to otherwise qualified individuals with handicaps or disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

Recipient
Any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organization, or other entity, or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee, of a recipient, but excluding the ultimate beneficiary of the assistance.

An entity of person receiving housing assistance payments from a recipient on behalf of eligible Families under a housing assistance payments program or a voucher program is not a recipient or sub-recipient merely by virtue of receipt of such payments.

Record Retention
Files for past participants leaving no balance will be maintained for three (3) years. Files for past participants leaving with a balance owed will be retained indefinitely until the balance is cleared.

Remaining Member of a Resident Family
Means a person who was a member of a household occupying a PHA dwelling unit, and who remains in the unit after other members of the household have departed, usually because of marriage, separation, divorce, death, or long-term illness requiring placement in a nursing home or other facility.

Replacement Cost of the Completed Facility
The current cost of construction and equipment for a newly constructed housing facility of the size and type being altered.

Construction and equipment costs do not include the cost of land, demolition, site improvements, non-dwelling facilities and administrative costs for project development activities.

Resident
Means a person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Resident Council
An incorporated or unincorporated non-profit organization or association that meets each of the following requirements:
1. It must be representative of the residents it purports to represent.
2. It may represent residents in more than one development or in all of the developments of a PHA, but it must fairly represent residents from each development that it represents.
3. It must adopt written procedures providing for the election of specific officers on a regular basis (but at least once every three years).
4. It must have a democratically elected governing board. The voting membership of the board must consist of residents of the development or developments that the resident organization or resident council represents.

Resident Groups
Democratically elected resident groups such as PHA-wide resident groups, area-wide resident groups, single development resident groups, or RMCs.

Resident Management
The performance of one or more management activities for one or more developments by a resident management corporation under a management contract with the PHA.

Resident Management Corporation
The entity that proposes to enter into, or enters into, a management contract with a PHA that meets the requirements of 24 CFR, Part 964, Subpart C, Resident Management Under Section 20 of the U.S. Housing Act of 1937. The corporation must have each of the following characteristics:

1. It must be a non profit organization that is incorporated under the laws of the State in which it is located.
2. It may be established by more than one resident organization or resident council, so long as each such organization or council (a) approves the establishment of the corporation and (b) has representation on the Board of Directors of the corporation.
3. It must have an elected Board of Directors.
4. Its bylaws must require the Board of Directors to include representatives of each resident organization or resident council involved in establishing the corporation.
5. Its voting members must be residents of the development or developments it manages.
6. It must be approved by the resident council. If there is no council, a majority of the households of the development must approve the establishment of such an organization to determine the feasibility of establishing a corporation to manage the development.
7. It may serve as both the resident management corporation and the resident council, so long as the corporation meets the requirements of 24 CFR, Part 964, for a resident council.

Retail Service
Purchase of Utility Service by PHA residents directly from the Utility Supplier.

Section 214
Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a). Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

Section 214 Covered Programs
Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1065 (12 U.S.C. 1701s).

Section 504
Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as it applies to programs or activities receiving Federal financial assistance.

Selection Priority
A numerical ranking of preferences.

Single Family Residence
Means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

Single Person
A person who lives alone, or intends to live alone, and who does not qualify as an Elderly Family, a Displaced Person, or the Remaining Member of a Resident Family.
Site

A parcel of land bounded by a property line or a designated portion of a public right of way.

Social Security Number
The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

The Social Security Number has nine digits separated by hyphens, as follows: 000-00-0000. It does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System.

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

Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-head.” “Co-head” is a term recognized by some HUD programs, but not in public and Indian housing programs. This definition applies to Restrictions on Assistance to Non-citizens.

Standard, Permanent Replacement Housing

1. For the purposes of an applicant qualifying for Standard, Permanent Replacement Housing is housing:
    a. That is decent, safe, and sanitary;
    b. That is adequate for the family size; and
    c. That the family is occupying pursuant to a lease or occupancy agreement.
2. Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence, or Homeless Families, and in the case of domestic violence, referred to under the definition of Involuntary Displacement, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

State

Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian tribes.

Statement of Family Responsibility

An agreement, in the form prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the two parties.
Substantial Impairment

A significant loss of the integrity of finished materials, design quality, or special character resulting from a permanent alteration.

Surcharge
The amount charged to residents for the consumption of Utilities in excess of a reasonable allowance therefore, based on Utility use determined by means of a check-meter.

The amount charged by the PHA to a resident, in addition to the Tenant Rent, for the consumption of Utilities in excess of the Allowance for PHA-Furnished Utilities, or for estimated consumption attributable to Resident-owned major appliances, or to optional functions, such as air conditioning, of PHA-furnished equipment. Surcharges calculated pursuant to Section 965.477(b), based on estimated consumption where Check-meters have not been installed, are referred to as "Scheduled Surcharges."

Tenant (Resident)
Any lessee or the remaining head of the household of any resident family residing in PHA-owned or leased housing accommodations.

Tenant (Resident) Participation
A process of consultation between residents and the PHA concerning matters affecting the management of public housing, as a means of providing residents with information about PHA plans and decisions and affording them opportunities to make comments and recommendations, on an advisory basis, about those plans and decisions.

Tenant Rent
1. The amount payable monthly by the Family as rent to the Authority.
2. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment.
3. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA, and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Allowance for Tenant-Purchased Utilities.

Term
Means the period of occupancy specified in the rental agreement.

Total Tenant Payment
1. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982:
    a. Total tenant payment is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:
        (1) 30 percent of Monthly Adjusted Income;
        (2) 10 percent of Monthly Income, or:
        (3) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (C) of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
        (4) A minimum of $50.00, as adopted by the PHA and
        (5) A minimum of $25.00 for Section 8 New Construction, Northridge Manor.
2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

3. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982. Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996 (contained in the April 1, 1995 edition of 24 CFR, parts 900 to 1699), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease as effective before August 1, 1982.
   Total Tenant Payment does not include any Surcharge or other miscellaneous charges.

Unit Size

Unit size or size of unit refers to the number of bedrooms in a dwelling unit.

Up-Front Income Verification (UIV)

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Utility Allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family Occupying the unit, and amount equal to the estimate made or approved by the Authority or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit, by an energy conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement

Where applicable, the utility reimbursement shall be paid to the family in the manner provided in the pertinent program regulations. If the family and the utility company consent, a PHA or owner may pay the utility reimbursement jointly to the family and the utility company, or directly to the utility company.

Very Low-Income Family

1. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
2. HUD may establish income limits higher or lower than 50 percent of the median income for the are, on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran

1. Means any person honorably discharged from the Armed Forces of the United States, who serviced in World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.
2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six months or less.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Work Item

Any separately identifiable unit of work constituting a part of a PHA modernization program.

Appendix I
FLAT RENTS

EFFICIENCY

LUCAS GARDENS	$152
GRAND PINE COURTS	$152

1 BEDROOM

CONCORD HOMES	$250
GRAND PINE COURTS	$250
MAGNOLIA GARDENS	$271
TRACEWOOD II	$345
LUCAS GARDENS	$279

2 BEDROOM

SCATTERED SITES	$436
MAGNOLIA GARDENS	$380
CONCORD HOMES	$380
LUCAS GARDENS	$429
GRAND PINE COURTS	$365
TRACEWOOD I	$507
TRACEWOOD II	$507

3 BEDROOM

SCATTERED SITES	$550
MAGNOLIA GARDENS	$482
CONCORD HOMES	$465
TRACEWOOD II	$617

4 BEDROOM

SCATTERED SITES	$565
MAGNOLIA GARDENS	$496
CONCORD HOMES	$479
TRACEWOOD II	$635

Appendix J
SCHEDULE OF RENTS

Annual Income: Gross amount of income anticipated to be received by the family during the 12 months following the effective date of examination or re-examination.

Adjusted Income: Annual income minus allowances for dependants, elderly household status, child care, medical and handicap expenses.

Rent computed at:
10% of Annual Gross Income or
30% of Adjusted Income, or
$50.00 minimum rent, or
$25.00 minimum rent for Northridge Manor
whichever is greater, but not to exceed flat rents established.

RENT COLLECTION POLICY - LOW RENT HOUSING

All rent is due and payable in advance on the first day of each month.

Rent is delinquent if not paid by close of business on the 5th day of the month. (Unless 5th falls on weekend or holiday).

A $10.00 charge is assessed plus $1.00 for each additional day it remains unpaid during the month, with the maximum amount not to exceed $30.00.

If payment has not been made or if resident has failed to meet arrangements made, a Forcible Entry and Detainer Suit will be filed in the J. P. Court.

DELINQUENT RENT SHOULD NOT BE CARRIED INTO THE 2ND MONTH

The rent has been determined on the basis of the resident's ability to pay. The resident agrees to pay on the first by execution of the lease and has been allowed 5 plus 14 days warning. There is, therefore, little reason for not having at least contacted Management to discuss the obligation. Management should be fair but firm, remembering that they are not only dealing with families with financial problems but also that laxity in rent collections leads to laxity on the part of the resident. Usually if the resident has difficulty in paying one month's rent they will have twice as much trouble paying for two months. Insistence on the prompt payment of rent as agreed by following the above procedure will be to the best interest of the resident and enable the Authority to provide services that are essential for safe, decent and sanitary housing.

Appendix K
COMPUTER MATCHING INCOME VERIFICATION PROGRAM

Reference: Income Discrepancy Resolution

HUD sends letters to residents and the housing authority stating that there is a discrepancy found between information registered in MTCS and IRS/SSA Federal tax data. It will be the responsibility of the appropriate site manager and/or Section 8 caseworker to resolve the potential discrepancies.

1. Check to identify "False Positives"
   a) is resident still in occupancy of assisted unit
   b) was resident receiving assistance the entire calendar year of the reported discrepancy notice
   c) verify accuracy of all tenant identifiers (name, social security # and date of birth)
   d) insure that resident has not been paying ceiling or market rent for the entire match year

False positives should be noted as such by notation on action report and resident file. No further follow-up required

2. Make contact with resident – 40 days after date of residents' notification from HUD Call or send a letter to the resident requesting the ORIGINAL letter to be brought to your office.
   a) if the resident vacates the unit prior to or after contact, document and consider resolved
   b) if resident denies receipt of the letter or does not respond to your contact within 40 days, call REAC at 1-888-708-8277 for a second (or third) letter to be sent. Be prepared to confirm address.
   c) 40 days after the THIRD letter has been sent – if resident has not responded or has denied receipt of the letter(s), make appointment with resident to come in to your office to sign IRS forms 4506 and 8821 (this notification should be sent certified mail)

3. Meeting with the tenant ('resolution meeting')
   a) with resident responding in a timely manner with original HUD letter for your file:
   Determine if resident agrees with CMIV letter (if so, calculate excess rental assistance paid, complete applicable forms and forward copies to supervisor with monthly reports to have case resolved)

   Consider tenant provided Federal tax data included in HUD letter as verified information if not disputed by resident.

   If resident disagrees with any or all information contained in HUD letter, 1) ask resident for notification of disagreement in writing,

   Ask resident to provide documented proof that data is incorrect. If the resident cannot provide documentation, the manager/caseworker is to follow standard 3rd party verification policies. Only the information that the resident disagrees with needs to be verified. If verification does not show discrepancy with previous tenant reported income, notify tenant and log case as 'false positive' and document verification process.

b) Meeting without original HUD letter available – have resident sign IRS Forms 4506 and 8821. Upon receipt of these completed forms from the IRS, proceed as directed in paragraph a) above.

c) If Resident does not show up for scheduled meeting or refuses to sign IRS forms, send a letter to resident (or Head of Household) explaining the situation and that if the forms are not signed within one week termination proceedings will begin (this letter should be sent certified mail and follow usual eviction guidelines in accordance with HUD and BHA policy)

If a resident comes in with a letter that you have already turned in for computer resolution deemed as 'false positive', take the letter for your file, note that is has been registered as a false positive, thank the resident and no more action will be required.

Appendix L
Maximum Rents For Mixed Families

0 bedroom	$143
1 bedroom	$209
2 bedroom	$272
3 bedroom	$443
4 bedroom	$458

Public Housing
Appendix M
Verification Policy

A. METHODS OF VERIFICATION AND AGE OF DATE (24 CFR 960.259 (c))

The Beaumont Housing Authority will verify information through the five methods of verification acceptable to HUD in the following order:

1. Up-front income verification (UIV)
2. Third-party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

Up-Front Income Verification

BHA will utilize up-front income verification tools, including TASS and the Work Number, whenever possible.

When HUD announces the availability of the UIV system for our PHA, we will utilize additional UIV tools, including a centralized computer matching system. BHA will pursue other computer matching agreements with federal, state, and local government agencies.

Use of Third-Party Verification to Supplement Up-Front Income Verification

Up-front income verification replaces, to the maximum extent possible, the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to complement up-front income verification. Up-front income verification should not be considered an automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation, such as original, current tenant-provided documents.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source.

Third-party written verification forms will be sent and returned via first-class mail. The family will be required to sign an authorization allowing the information source to release the specified information.

Two attempts to obtain third-party verification will be made before relying on another method.

Verifications received electronically directly from the source are considered their-party written verifications.

Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. BHA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

BHA will allow two weeks for return of third-party verifications.

If third-party written verification is not used, BHA will document the reasons in the file.

Verifications are valid for 90 days from date of receipt.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, BHA must originate the call. If third-party verification is not available, the housing authority will compare the specified information to any documents provided by the family.

Review of Documents

In the event that third-party written or oral verification is unavailable or information has not been verified by a third-party within four weeks, BHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will complete a Certification of Document Viewed or Person Contacted form.

The BHA will accept the following documents from families providing that tampering can be easily noted:

- Printed wage stubs
- Computer printouts from employers
- Signed letters (provided that the information is confirmed by phone)
- Other documents identified by BHA as acceptable verification

BHA will accept faxed documents.
BHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the housing authority will contact the third-party source and the family to resolve differences.

BHA will allow up to one week for families to provided documents when third-party verification is impossible to obtain.

BHA will not delay the processing of an application beyond 45 days because a third-party information provider does not return verification in a timely manner.

Self-Certification/Self-Declaration

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement signed under penalty of perjury in the presence of a witness.

BHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

Verification of Social Security Benefits

BHA shall use the TASS system to obtain current benefit history and discrepancy reports.

If unable to obtain current information from the TASS system, BHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information.

SSA may not make this data available due to the TASS system, if this occurs, BHA may call SSA, with the tenant on the line, to obtain current benefit amount.

BHA may accept an original SSA notice from the tenant, however, BHA must document in the tenant file, the reason third party verification was not available.

Appendix N
Up-Front Income Verification (UIV) Security System

- BHA users must have a valid Form HUD-9886, Authorization for the Release of Information/Privacy Act, signed by all household members who are at least 18 years of age, to view income data in the UIV system; alternative consent forms are not acceptable for PHA use of HUD's UIV and TASS systems.

- Tenant data must only be used for verification of tenant income and eligibility.

- Tenant data must not be disclosed in any way that would violate the privacy of the individuals represented in the system

- Tenants must be provided with access to their records upon request and given the opportunity to contest the contents of the record with the data provided (employer, SWICA (state wage information collection agencies), and the SSA)

- BHA must ensure that access rights, roles, and responsibilities within the PHA are appropriately and adequately assigned and monitored

- BHA must keep all user Ids and passwords from public view

- BHA must conduct quarterly reviews of all User Ids to determine if the user still needs access to UIV data

- BHA must file and maintain all information received from HUD systems in a secure area

- BHA must conduct security awareness training for all authorized UIV System users

- BHA must secure work areas. Workspaces should not allow unauthorized staff to view data on computer screens used for access to UIV and printers should be controlled so that printouts cannot be intercepted by unauthorized personnel

- BHA must provide locked storage for files containing private data

- When disposing of private data, documents should be shredded or destroyed to ensure that private data will not be compromised

Appendix O
HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available

The following guidelines are provided to assist PHAs in consistently and uniformly resolving income discrepancies.

HUD has established the criteria for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is $200 or more per month .

UIV Income Data is Not Substantially Different than Tenant-Provided Income Information

UIV may alleviate the need for 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income.

In cases where UIV income data is **not** substantially different than tenant-reported income, PHAs should follow guidelines below:

- If UIV income data is less than **current** tenant-provided documentation, the PHA will use tenant-provided documents to calculate anticipated annual income.

- If UIV income data is more than **current** tenant-provided documentation, the PHA will use UIV income data to calculate anticipated annual income **unless** the tenant provides the PHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the PHA will use tenant-provided documents to calculate anticipated annual income.

UIV Income Data is Substantially Different than Tenant-Provided Income Information

In cases where UIV income data is substantially different than tenant-reported income, PHAs shall follow the guidelines below:

- The PHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(i).

- The PHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

- The PHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.

- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

Comments:

HUD recommends that tenant-provided documents should be dated within the last 60 days of the PHA interview date.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

Note that if the tenant disputes UIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, the PHA should request the tenant to provide the PHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the PHA interview date. The tenant may contact SSA at 1-(800) 772-1213 or visit their local SSA office.

Resources for Historical Income Data:

- Social Security Earnings Statement (summary of gross earnings for each year that the participant has worked in his/her lifetime) may be obtained from the Social Security Administration. Request for this document may be done via mail or online at www.ssa.gov

- Two years of earnings may be obtained from the UIV System or local State Wage Information Collection Agency (SWICA). This information is not available to PHAs in States that the local SWICA has entered into an agreement with HUD to obtain wage and unemployment compensation data.

Last eight (8) amounts of Social Security benefits paid to a participant (or household member) may be obtained from the TASS or UIV system.

HOUSING AUTHORITY

of the City of Beaumont, Texas

SECTION 8
ADMINISTRATIVE PLAN

REVISED

JULY 2004

07/14/04

THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT
SECTION 8 PROGRAM ADMINISTRATIVE PLAN

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THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT
SECTION 8 PROGRAM ADMINISTRATIVE PLAN

I. INTRODUCTION AND STATEMENT OF APPROACH AND OBJECTIVES TO ADMINISTER THE SECTION 8 PROGRAMS

A. Background

The Housing Authority of the City of Beaumont, Texas was established in 1942 and was empowered with the responsibility and authority to maintain the Public Housing Program for the City of Beaumont. The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981 and the Quality Housing and Work Responsibility Act of 1998. In 1975 the Section 8 Program was established in the Beaumont Housing Authority (BHA), when it received the first Annual Contributions Contract (ACC) under the Section 8 Existing Housing Assistance Payments Program.

Beaumont, Texas has a relatively stable housing market and a reasonable supply of affordable housing units. BHA will undertake special outreach efforts to encourage owners/landlords to participate in the Section 8 program as needed.

Administration of the Section 8 Housing Choice Voucher Program and the function and the responsibilities of the BHA staff shall be in compliance with the Personnel Policy, the Equal Opportunity for Housing regulations, East Texas Desegregation Plan, the Section 8 Administrative Plan, and applicable Standard Operating Procedures. All Federal, State and local housing laws will be followed and BHA will comply with the City of Beaumont's Consolidated Plan.

B. Objectives

BHA's overall plan for the Section 8 Housing Choice Voucher Programs is designed to achieve four major objectives:

1. To further desegregation efforts in the Beaumont area, families will be encouraged to take advantage of the desegregation opportunity to find housing in non-impacted areas;

2. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level;

3. To promote personal, economic and social upward mobility to assist residents to make the transition from subsidized to non-subsidized housing; and

4. To provide an incentive to private property owners/landlords to rent to low-income families by offering timely assistance payments and excellent service.

C. Legal Jurisdiction

The area of operation of BHA is geographically defined as the Beaumont city limits, Jefferson County, Orange County and Hardin County.

D. Purpose of the Administrative Plan

The purpose of the Administrative Plan is to establish policies for items that are not covered under Federal Regulations for the Section 8 Housing Choice Voucher and Moderate Rehabilitation Assistance Payments Program.

The Administrative Plan, hereinafter referred to as the Plan, covers both the admission to and continued participation in the above-mentioned program.

The Board of Commissioners will approve changes in the Plan for BHA and a copy provided to the U.S. Department of Housing and Urban Development.

E. Nondiscrimination

BHA shall not discriminate because of race, color, gender, religion, creed, national or ethnic origin, age, family or marital status, handicap, disability, or sexual orientation, in the performance of its obligations in any program under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended. Nor will BHA deny to any family the opportunity to lease such housing suitable to its needs in accordance with the BHA's Equal Housing Opportunity regulations.

To further the commitment to full compliance with applicable Civil Rights laws, BHA will provide information to Section 8 participants with regard to housing discrimination. Information and Discrimination Complaint Forms will be made part of the briefing packet.

Posters and housing information are displayed in locations throughout the BHA office in such a manner as to be easily readable from a wheelchair.

BHA's Section 8 office space is accessible to persons with disabilities. Accessibility for the hearing impaired may be provided by the TTD/TDY telephone number.

F. Privacy Rights—Family Information to Prospective Owners

Applicants will be required to sign the Federal Privacy Act Statement form that states under what conditions HUD will release participant and owner information.

BHA's policy regarding release of information is:

- To release pertinent client information only in accordance with the signed "blanket" release
- To release information on amounts owed to BHA for claims paid and not reimbursed by client where there is no current Repayment Agreement in effect
- To release information on amounts owed to BHA for prior overpayment of assistance where there is no current Repayment Agreement in effect
- To furnish prospective owners:

(1) The family's current address (as shown in BHA records)

(2) The name and address (if known to BHA) of the landlord at the family's current and prior address.

(2) Information in BHA possession about the tenancy history of family members.

(4) Information in BHA possession about drug trafficking by family members.

G. Location and Staffing

The Section 8 and Admissions personnel are located at 3805 E. Lucas. Applications are available only at the address above, Monday and Wednesday, between the hours of 8:00 a.m. to 11:30 p.m. and 1:00 p.m. to 3:30 p.m. If an applicant is physically unable to come to the facility, he/she may contact the Admissions Supervisor or other BHA staff who will make the appropriate reasonable accommodation for the applicant.

Applicants are interviewed and determined eligible for the program(s). The Admissions staff handles all activity relating to an application for assistance. The Section 8 Inspectors maintain their offices at the site and conduct initial and annual inspections, complaint inspections, and re-inspections as scheduled.

H. Records Retention

Files for past participants will be maintained for three years.

II. OUTREACH TO FAMILIES AND OWNERS

A. Family Outreach

1. The Section 8 office continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance. Upon execution of an Annual Contributions Contracts (ACC) for additional units, the Section 8 office may make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for very low-income families, unless application-taking has been suspended according to HUD regulation.

   The notice must advise families that applications will be taken at the designated office and briefly describe the Section 8 program.

2. To reach persons who cannot read the newspapers, the Section 8 office may distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel as well as public service announcements will be handled by the Executive Director's office.

3. Upon receipt of new funding, the Section 8 office will review its current waiting list and consider whether outreach is needed. If it is needed, the Section 8 office will analyze outreach options to accommodate the diversity and distribution of eligible families and the differences in their willingness to respond to and participate in the program.

B. Opening/closing The Waiting List

1. The following options may be considered when opening/closing the Waiting List:

   a. The waiting list cannot be closed at this time due to the Young v Martinez Litigation.

C. Owner/landlord Outreach

1. The Section 8 office maintains good relations with existing owners/landlords and encourages new owners/landlords to participate and to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan.

2. BHA may use a comprehensive marketing effort described in the next section to recruit owners/landlords in areas that offer expanded opportunities to our participants.

3. In order to ensure that owner outreach efforts are identifying owners/landlords with units outside areas of low-income and minority concentration, BHA evaluates new leases on an annual basis. The Housing Inspectors assist the Section 8 Housing Assistance Supervisor in evaluating the new Request for Tenancy Approvals by using computer generated reports and/or rent reasonableness studies.

4. BHA may participate in community-based organization(s) comprised of private property and apartment owners and managers.

5. BHA may conduct periodic meetings with participating owners/landlords to improve owner/landlord relations and to recruit new owners/landlords.

D. Promoting Greater Housing Opportunities for Families Outside Areas of Low-Income and Minority Concentration

1. A comprehensive marketing plan may be used to locate owners/landlords, as follows:

   a. Un-impacted areas are identified. Owners/landlords in these areas are contacted.

   b. Regular meetings are held with investors and other owner/landlord groups to explain the program and recruit owners/landlords. A presentation is given with written materials.

   c. The rental stock in areas without concentration of very low-income and minority residents is surveyed to identify vacant units. The owners/landlords and managers are contacted.

   d. Investors are recruited to purchase units in the identified areas and rent them to the Section 8 applicants.

   e. Complex managers are recruited through meetings with manager associations and special training programs geared toward managers.

   f. Ads and articles are placed in owner/landlord, manager, and investor newsletters.

   g. All Section 8 staff are required to adopt the customer service representative approach and implement the program accordingly.

2. Mass media is used as needed.

3. Printed materials for owners/landlords and participants may consist of:

    a. A one-page tri-fold handout;

    b. An owner/landlord manual that describes all of the procedures as well as tips to be successful with the Section 8 program, and other materials as needed.

4. The following actions may be taken to comply with SEMAP requirements:

    a. Information about general locations and characteristics of neighborhoods is provided to residents.

    b. A listing of available rental property is updated and distributed to Section 8 participants. These listings show addresses, shopping centers, bus lines, and amenities in BHA units, deposit information, etc. as provided by owners/landlords.

    c. Applicants are made aware of the fact that they may choose any unit within BHA's jurisdiction as long as the program requirements are met regarding the unit.

    d. Applicants are advised of portability provisions available in the Section 8 program.

    e. Section 8 participants may be provided a map that identifies areas of low poverty and minority concentrations.

III. COMPLETION OF APPLICATION, PREFERENCES, DETERMINATION OF ELIGIBILITY, AND SELECTION OF FAMILIES

A. Completion of Application

Note: The following items comply with the Agreement for voluntary Compliance Desegregation Plan for BHA.

1. A written application shall be filled out by a responsible adult member of the applicant's family who will reside in the household. The applicant shall sign the application, and the date and time of application shall be established. The applicant shall certify to the accuracy of the statements made, include all the information needed to determine whether the family will be certified, what kind of unit it will need, and whether the applicant is a class member. The application shall constitute the basic record of each family applying.

2. Applications shall be taken at 3805 E. Lucas, Monday and Wednesday, between the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:30 p.m. This location is accessible to persons with handicaps, but for those applicants with handicaps who cannot apply at this location, an application will be mailed upon request.

3. BHA shall not, on account of race, color, gender, religion, creed, national or ethnic origin, age, family or marital status, handicap, disability, or sexual orientation, deny any applicant the opportunity to make application.

4. Applicants determined ineligible shall be promptly notified of their status and, if requested within fourteen (14) days after notification, BHA shall provide the applicant with the opportunity for an informal review to discuss reasons for ineligibility.

5. Applicants determined eligible shall be promptly notified of the approximate date that the applicant can be offered a Voucher to the extent that a date can be determined. This date may change from time to time due to the addition or deletion of other applicants also on the list.

6. Every six (6) months BHA may update and purge its Waiting List. All applicants must contact BHA every six months to indicate continued interest and update any information regarding the application. If an applicant fails to contact BHA as scheduled, is no longer interested in seeking housing, or is no longer qualified based on the updated information, BHA shall remove the applicant's name from the Waiting List. If family information changes during the six-month period, the applicant is required to notify BHA of the change(s).

Applicants must notify BHA in writing when there is a change of address.

7. If a letter is returned by the postal service as unable to deliver, the application will be removed from both Waiting Lists.

8. BHA will also remove an application from the Waiting List if there is no response to any correspondence mailed to the applicant.

B. Record of Applications

1. Applicants shall be selected for assistance from a Record of Application consisting of applicants for the Section 8 Existing programs.

2. The applicant's name will be placed on a Record of Applications based on the date and time the application is received by BHA. BHA may also indicate on the Record of Applications the following information about each applicant:

   a) Name and address of head of household;

   b) Date and time of application;

   c) Unit size required;

   d) Race and ethnic group;

   e) Eligibility/ineligibility determination;

   f) Preference determination;

   g) Date certified and date expired or leased;

   h) The reason for moving applicant to inactive status;

   i) Number of people in the household;

   j) Class member status;

   k) If one or two people are indicated as being elderly, disabled, or displaced;

   l) Gross annual income.

C. Selection From The Waiting List, SEMAP Indicator One

1. Applicants will be selected from the waiting list according to the following priorities:

   a. Seventy-five (75%) percent of all new admissions shall be families whose income, at the time of admission, does not exceed 30 percent (30%) of the area median income. A "new admission" shall be defined as an applicant being offered assistance.

   b. Applicant families in which the head of household is a class member shall receive preference over other applicant families.

   After all applicants with verified preferences are assisted, BHA will then contact applicant families who are next on the list.

   As required by HUD only 50 % of turnover vouchers will be issued to class member families.

D. Income Targeting Pursuant to the Quality Housing and Work Responsibility Act

1. Seventy-five percent (75%) of all new admissions shall be families whose income, at the time of their admission, does not exceed thirty percent (30%) of the area median income. A "new admission" shall be defined as an applicant being offered assistance.

2. BHA can reduce its required public housing admission of families with income below thirty percent (30%) of median income in a given fiscal year by admitting more extremely low-income families over the minimum in their Section 8 program. This fungibility exception is limited to ten percent (10%) of the number of families receiving Section 8 assistance from BHA in a fiscal year or the number of public housing units of the agency that are in developments located in census tracts having a poverty rate of thirty percent (30%) of the area median income, whichever is less.

3. On a monthly basis, BHA will assess the proportion of new admissions whose income does not exceed 30% of the area median income. If at any point the proportion of new admissions whose income does not exceed 30% falls below the 75% threshold, BHA will select families on the waiting list whose income is below 30% of the median income until the 75% threshold is achieved.

E. Eligibility Determination

1. The applicant must qualify as a Family.

a. BHA defines family as "A group of persons regularly living together, related by blood, marriage, adoption, guardianship, operation of law, or who can give evidence of a stable relationship."

b. A single or elderly person is also a family.

c. Evidence of a "stable family relationship" may include any of the following: birth certificates of the children, joint tax returns, prior lease (held jointly), joint bank accounts, insurance policies, informal marriage certificates or equivalent documentation as determined by the PHA.

2. Family income must fall within the applicable Very Low-Income limits for the Beaumont area as published by the Department of Housing and Urban Development. Some families may qualify if they are Low-Income under these circumstances:

   a. A low-income family that is "continuously assisted" under the 1937 Housing Act.

   b. A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511.

   c. A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Multifamily Units) Project.

   d. A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

   e. A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

   f. For the certificate program *only* a low-income family residing in a HUD-owned multi-family rental housing project when HUD sells, forecloses, or demolishes the project.

3. Family must have paid any outstanding debt owed to BHA, another housing authority or any other form of federally subsidized housing for any previous tenancy.

4. Family has not left a previously assisted unit in violation of the obligations of the former Certificate/Voucher Program.

5. Family has not engaged in drug-related or violent activity as outlined in the regulations, and the 1996 "One Strike You're Out Policy".

6. If any family member has been evicted from public housing, Indian Housing, or any Section 8 program because of drug-related criminal activity, they are ineligible for admission to Section 8 programs for a five (5) year period beginning on the date of such eviction.

7. The complete and accurate Social Security numbers assigned to the applicant and each household member who is at least two (2) years of age must be provided. If the applicant or any member of the applicant's household, who is at least two (2) years of age, has not been assigned a Social Security number, a certification executed by the individual(s) involved meets the requirements.

8. The applicant and household members eighteen (18) years of age and older must sign HUD form 9886, for the purposes stated on the form.

9. Conflict of interest of the applicant family must be determined. BHA must determine that the applicant family is not a member officer or employee of BHA who formulates policy or influence decisions with respect to the Section 8 Program. Public officials or members of the local governing body or State legislators who exercise functions or responsibilities with respect to the Section 8 Program are ineligible as well. A certification will be required from the applicant family that no conflict of interest exists.

10. Families must include, at a minimum, one member who is a citizen or who has eligible immigration status.

F. Screening of Applicants

1. In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, BHA will endeavor to screen applicants as thoroughly and fairly as possible

2. Such screening will apply to all adult members of the household eighteen (18) years of age and older.

3. Pursuant to the Housing Opportunity Program Extension Act of 1996, a criminal history report will be obtained from law enforcement agencies according to the following procedure:

a. For all applicable household members, BHA will submit to law enforcement agency name, sex, race, date of birth and social security number.

b. Based on the identifiers submitted, the law enforcement agency will provide this agency with any criminal history conviction record information and outstanding warrants that are found on the law enforcement agency Computerized Criminal History database and the appropriate Crime Information Center.

c. The law enforcement agency may also search the National Crime Information Center (NCIC) for criminal information outside of the state. If a record exists, the law enforcement agency will notify BHA that such information was found and will provide BHA with a copy of the information.

d. If the person disputes or contests the criminal history report received BHA may determine that a fingerprint check is necessary.

e. In no case will the applicant be charged for the cost of the criminal history checks.

4. If information is revealed in the criminal history record that would cause this agency to deny assistance to the household, BHA shall provide a copy of the record to the person for whom the record was received.

5. If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the BHA hearing procedure outlined in the Section 8 Administrative Plan.

6. As a general rule applicants may be denied admission according to the following time frames listed below:

a. Denied admission for one year for the following: bad housekeeping habits, in and outside the unit, damages, disturbances, and live-ins.

b. Denied admission for five years for the following: fraud (giving false information on the application is considered fraud). An arrest or conviction record that indicates that the applicant may be a threat and /or negative influence on other residents in the community. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.

c. Denied admissions for ten years for the following: Conviction for

Drug Trafficking.

d. Denied admission for life to any household that includes and individual who is subject to a lifetime registration requirement under a state sex offender registration program.

e. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as a speed) or any drug on or off the premises of a public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

7. Reasonable cause (e.g., information from the criminal report, credible informants, police reports) to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to a peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of assistance.

8. In both of the previous paragraphs above, BHA may waive its policy of denying assistance if the person demonstrates to BHA satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

   a. Has successfully completed a supervised rehabilitation program;

   b. Has otherwise been rehabilitated successfully; or

   c. Is currently participating in a supervised rehabilitation program.

9. Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Housing Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three (3) year period beginning on the date of such eviction or termination. This may be waived if:

   a. Person demonstrates successful completion of a rehabilitation program by the agency; or

   b. The circumstances leading to the conviction no longer exist (e.g., the individual involved in drugs is no longer a household member because of incarceration).

10. In evaluating evidence of negative past behavior, BHA will give fair consideration to the seriousness of the activity with respect to how it would

affect other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

11. If, at any time during the program participation, BHA has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaged in drug-related or other criminal activity which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or agency employees, BHA may run a subsequent criminal check of that household member.

12. The agency will also order a criminal history of any individual or individuals age eighteen (18) years or older who are added to the lease after initial occupancy.

13. Records Management

    a. All criminal reports received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.

    b. All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

    c. Misuse of the above information by any employee shall be grounds for termination of employment. Legal penalties for misuse are contained in section 411.085 of the Texas Government Code.

    d. If the applicant is determined to be eligible, the criminal report shall be shredded as soon as the applicant is housed. If the applicant is denied assistance, the criminal record information shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.

    e. BHA will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

G. **Ineligibility Determination**

1. Families determined to be ineligible due to the definition of family, income, financial standing with BHA or drug-related criminal or violent criminal activity, or a pattern of alcohol abuse will be notified in writing that they do not qualify for the program. Families will be notified of the right to have an Informal Review.

2. The Informal Review will be conducted according to regulatory requirements and as outlined further in this Administrative Plan.

3. If the applicant or household members refuse to supply information required for Social Security numbers and/or signing HUD form 9886 to obtain other income information, the family will be determined to be ineligible. The informal review process will apply to an applicant family who has been denied assistance on these grounds.

H. **Selection of Families**

1. All completed and verified applications are added to the "eligible to be notified" list, according to date and time of application.

2. If the family refuses assistance when it is offered, the family will be removed from the waiting list. The family can reapply for assistance when BHA is accepting applications.

3. When the appropriate assistance is available and the family is willing to accept the form of assistance offered, they will be scheduled to come in to the Admissions Office for a briefing session and issued a Voucher in accordance with this Administrative Plan.

I. Monitoring of Selection and Leasing

1. A statistical report is prepared each month to insure that BHA has complied with current regulations affecting the waiting list and selection as it relates to income requirements, single elderly and non-elderly families, and the class member preference selection of families.

2. Financial and statistical reports are prepared to reflect the contracted and available Vouchers authorized under the current ACC. Because current rules require the issuance of a Voucher according to funds available for use, the Section 8 Housing Assistance Supervisor will assure the maximum use of funds available for assisting families.

J. Family Self-Sufficiency

1. BHA administers a Family Self-Sufficiency (FSS) Program. Families will be given information about participation in Family Self-Sufficiency and opportunities for training and employment. Interested families will be referred to the FSS Coordinator for additional information. They will be enrolled in the FSS program if slots are available and after a HAP contract has been signed.

2. As each family graduates from the FSS program, the required number of participants will be reduced by one.

3. The purpose of the Family Self-Sufficiency Program is to foster self-sufficiency among families participating in the Section 8 Voucher Program. To accomplish this purpose, BHA's Section 8 Program will follow the Section 8 Family Self-Sufficiency Federal regulations for a structured program involving case management, counseling, self assessment, goal setting for each individual participating, and monitoring, measuring and redefining those goals over the five to seven (5-7) year period of the contract.

4. Participants whose tenant rent increases because the family's earned income increased may be eligible for an escrow account established with housing assistance payments funds. The HUD regulations shall be the guidelines to establish the escrow accounts. Participants are eligible to receive the escrow payments after successfully meeting the goals stated in their individualized FSS contract.

5. FSS activities will be assisted through the FSS Program Coordinating Committee (PCC)/Resident Empowerment Advisory Board (REAB). The PCC will be comprised of advisory board members from the various divisions within BHA, Beaumont non-profit agencies and businesses, and FSS program participants, to provide a linkage for the services FSS participants will need.

K. Family Unification Program

1. BHA administers up to one hundred (100) Section 8 Housing Assistance Payment Program Vouchers to be used in conjunction with the Family Unification Program (FUP). Family Unification is designed to assist in unifying families where one of the main barriers in bringing the family back together or keeping the family together is a lack of adequate housing.

2. Family Unification families must meet the following eligibility criteria:

    a. Must be involved with CPS. Family Unification eligible families must be certified by the public child welfare agency as a family for whom the lack of adequate housing is a primary factor in the imminent placement of a family, child or children in out-of-home care with the family

    b. Families whose children are currently in the conservatorship of CPS, in licensed of care and whose return to parents and relatives is prevented by the lack of suitable housing

    c. Children in the conservatorship of CPS who are participating in the Preparation for Independent Living (PIL) program who are unable to secure adequate housing.

    d. Families whose children are at imminent risk of removal from the home due to inadequate housing.

    e. The family must meet the HUD Section 8 income guidelines and any other HUD eligibility criteria for participation in the Section 8 HAP Program.

    f. The family must be listed on the BHA Section 8 waiting list or referred to BHA by CPS.

3. BHA will not bypass its regular Section 8 waiting list, but will review it for possible Family Unification families and then place Family Unification families referred from CPS on the BHA Section 8 waiting list and management FUP as a preference.

4. If Section 8 assistance to any FUP family is terminated, the voucher will be reissued to another eligible family. BHA guarantees that Section 8 Vouchers will be available to FUP families in the amount and period of time supported by the HUD Annual Contributions Contract.

IV. RESTRICTIONS ON ASSISTANCE TO NONCITIZENS OR ELIGIBLE IMMIGRATION STATUS REQUIREMENTS

A. Required Documentation

Section 8 programs are covered under Section 214 of the Housing and Community Development Act of 1980, which makes financial assistance contingent upon the submission of verifiable evidence of citizen or eligible non-citizen status.

Families must submit evidence of citizenship or eligible noncitizen status. A family consisting of members with both eligible and ineligible status may be eligible for pro-rated assistance.

Verification of evidence of eligible noncitizen status is necessary to determine whether or not the applicant/participating family is eligible for continuing assistance or admittance to the program. Families will be required to submit a declaration for all members who claim eligible status and/or provide a listing of those members who do not claim eligible status.

Noncitizen students do not have eligible status, nor does their noncitizen spouse and/or minor children accompanying or joining the noncitizen student. A citizen spouse or minor children of a citizen spouse and noncitizen student are eligible for assistance.

Eligible immigration status includes the following categories:

1. Citizens or nationals of the United States;

2. Noncitizens with status in one of the following categories:

   a. A noncitizen admitted to the U.S. for permanent residence under Section 101(a)(20) of the Immigration and Nationality Act (INA); as an immigrant under Section 101(a)(15) or as a special agricultural worker under Section 120 or 210A of the INA;

   b. A noncitizen who entered the U.S. before January 1, 1972, (or such later date as enacted by law), and who (1) has continuously maintained residence in the U.S. since then, (2) who is not ineligible for citizenship, and (3) who has been deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA;

   c. A noncitizen admitted to the U.S. with refugee status under Section 207 of the INA, or with asylum status under Section 208 of the INA, or admitted before April 1, 1980 under Section 203(a)(7) of the INA;

   d. A noncitizen admitted to the U.S. with parole status under Section 212(d)(5);

e. A noncitizen lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (threat to life or freedom); or

f. A noncitizen admitted for temporary or permanent residence under Section 245A of the INA.

3. Evidence of citizenship or eligible noncitizen status shall consist of the following documents or such other documents as deemed acceptable by HUD or the INS:

   a. For citizens: a signed Declaration of U.S. citizenship;

   b. For all other noncitizens:

      (1) A signed Declaration of eligible immigration status;

      (2) The INS documents listed in Handbook 7465.7, Chapter 6, Section 6-4 (or any other documents determined by the INS to be acceptable evidence and announced by notice in the Federal Register); and

      (3) A signed Verification Consent Form.

   Documents submitted by an applicant family to verify eligible immigration status will be first verified using the INS Systematic Alien Verification for Entitlements (SAVE) system. If the SAVE system does not provide verification, a secondary manual search of INS records will be instituted by BHA. If both searches fail to verify eligibility, the family will be notified and will be given the option of requesting an appeal to the INS and/or a BHA informal hearing.

B. Ineligible Immigration Status

Families determined to be ineligible when the evidence of citizenship or eligible noncitizen status submitted by a head of household or spouse cannot be verified either by BHA's preliminary inquiry nor by the INS secondary search will be notified in writing that the individual or family has been determined ineligible. Families determined ineligible due to lack of citizenship or non-eligible citizenship status may request an appeal to the INS according to 24 CFR 5.514(e) and may request an informal hearing with BHA. Applicant families may request an informal hearing as described in Section 9-2 (c)(2) of Handbook 7465.7 either upon the completion of the INS appeal or in place of the INS appeal.

Assistance to an applicant may be delayed if the INS appeal process has been concluded, but may not be denied until after the conclusion of the PHA informal hearing process, if an informal hearing is requested by the applicant.

V. VERIFICATION OF INCOME AND DETERMINATION OF TOTAL TENANT PAYMENT

A. Verification of Income

1. BHA verifies family income, family composition, status of full-time students, value of assets, factors allowing a preference and other factors relating to eligibility determinations before an applicant is issued a Voucher. The first method of verification is to rely on third party (independent) documentation sent by mail or fax to the parties who will supply the verification.

2. If the receiving agency or company refuses or fails to reply within ten (10) working days, BHA staff will make an effort to contact the verifying party to obtain the information by telephone, or use other documentation provided by the applicant.

3. Only when the above efforts have produced no result will BHA accept applicant certification as to the facts. If necessary, the family will be scheduled for an interim examination in ninety (90) days if the information on the family income or composition appears unstable due to the lack of appropriate documentation. Documentation concerning the inability to obtain third party verification will be maintained in each file.

B. Determination of Total Tenant Payment

1. The Total Tenant Payment is calculated in accordance with HUD regulations and as listed in the Definitions section of this Plan.

C. Minimum Rents

1. Families assisted under the Section 8 Program are required to pay a minimum rent of no more than fifty (50) dollars including the utility allowance.

2. BHA will waive minimum rents for family hardship. Financial hardship status will be granted for a period of 90 days. Hardships may include but not be limited to situations in which families are awaiting eligibility determination to receive federal, state or local assistance, loss of employment, death or other situations as determined by BHA.

3. If a resident requests a hardship that BHA determines is temporary, an exemption for the non-payment of the minimum rent may not be granted for the ninety (90) day period beginning on the day of the request at the discretion of BHA.

4. A resident may not be evicted for non-payment of rent during this 90-day period.

5. If the hardship is reasonably determined to be long-term BHA will retroactively exempt the resident from the minimum requirements for the 90-day period.

D. Up-Front Income Verification

1. BHA will utilize up-front income verification tools, including TASS and the Work Number, whenever possible.

2. When HUD announces the availability of the UIV system for BHA, we will utilize additional UIV tools, including a centralized computer matching system. The housing authority will pursue other computer matching agreements with federal, state, and local government agencies.

E. Unreported Income Repayment to BHA

In using the UIV system there will be unreported income. BHA has set a limit to handle cases that do not exceed $2000.00, any and all amounts over this amount will be turned over to HUD'S Office of Inspector General. The repayment structure will begin with a down payment of $500.00 and the final payment must be made within a year. The client will be expected to pay $125.00 per month for 12 months.

VI. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. Briefing Notices

Notices of the briefing session are sent to eligible candidates at least fourteen (14) days in advance of the briefing session. If the applicant fails to appear, the application will be withdrawn. The applicant family can reapply when BHA is accepting applications.

B. Contents of the Briefing

1. The briefing must include information on the following subjects:

    a. A description of how the program works;

    b. Family and Owner/landlord responsibilities;

    c. Where the family may lease a unit, including renting a dwelling unit inside or outside BHA's jurisdiction;

    d. An explanation of how portability works;

        - BHA may not discourage the family from choosing to live anywhere in the BHA jurisdiction or outside BHA's jurisdiction under portability procedures.

    e. An explanation of the advantages of moving to areas outside of poverty or minority concentration.

    f. BHA will issue the names of the participants last two landlords.

2. In briefing a family that includes any disabled person, BHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

C. Contents of Briefing Packet

1. When a family is selected to participate in the program, BHA must give the family a packet that includes information on the following subjects:

    a. The term of the voucher, the rules for the desegregative housing opportunity demonstration and BHA policy on any extensions or suspensions of the term. If BHA allows extensions, the packet must explain how the family can request an extension;

b. How BHA determines the housing assistance payment for a family including proration of assistance for mixed families who have one or more ineligible family members according to the restrictions on assistance to non-citizen rule;

c. For the voucher program, information on the payment standard and BHA utility allowance schedule;

d. How BHA determines the maximum rent for an assisted unit;

e. What the family should consider in deciding whether to lease a unit, including:
   - The condition of a unit;
   - Whether the rent is reasonable;
   - The cost of any tenant-paid utilities and whether the unit is energy-efficient; and
   - The location of the unit, including proximity to public transportation, centers of employment, schools and shopping;

f. Where the family may lease a unit. For a family that qualifies to lease a unit outside BHA's jurisdiction under portability procedures, the information packet must include an explanation of how portability works;

g. The HUD-required "lease addendum". The lease addendum is the language that must be included in or attached to the lease and signed by both parties;

h. The form of Request for Tenancy Approval, and an explanation of how to request BHA approval to lease a unit;

i. A statement of the BHA policy on providing information about a family to prospective Owners/landlords;

j. BHA subsidy standards, including when BHA will consider granting exceptions to the standards;

k. The HUD brochure on how to select a unit;

l. The HUD lead-based paint (LBP) brochure;

m. Information on Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;

n. A list of Owners/landlords or other parties known to the PHA who may be willing to lease a unit to the family or help the family find a unit;

o. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to BHA that may be available;

p. Family obligations under the program;

q. The grounds on which BHA may terminate assistance for a participant family because of family action or failure to act; and

r. BHA informal hearing procedures. This information must describe when BHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing

s. Information regarding desegregative housing opportunities (DHOs), what properties qualify and information on any special DHO programs, when available

D. Extensions and Suspensions

1. The Voucher of Family Participation expires at the end of sixty (60) days from the date of issuance, unless the family has submitted a Request for Tenancy Approval. In order to have the Voucher extended for a period not to exceed an additional sixty (60) days, the family must request the extension in writing. All requests for extensions should be received prior to the expiration date of the Voucher.

2. BHA staff will review efforts the family has made to find a suitable dwelling unit and the problems it has encountered. The staff shall offer advice or assistance, which may be helpful in assisting the family to locate appropriate and affordable housing. If BHA determines there is a reasonable possibility that the family cannot locate suitable housing, BHA will grant an extension for an additional amount of time. In no event shall the Voucher be extended beyond the maximum time limit allowed by Federal regulations.

3. BHA may grant a family a suspension of the voucher term if the family has submitted a Request for Tenancy Approval during the term of the voucher.

E. **Subsidy Standards**

Subsidy standards for the Beaumont Housing Authority are listed below:

Size	Minimum # of Persons	Maximum # Persons
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8

The standards are guidelines and are based on gender and age of persons.

Exceptions to the above will be reviewed by the Director of Housing Admissions and Assistance and may be allowed depending upon individual circumstances.

HUD guidelines require that BHA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

- An unborn child of a pregnant family member will be counted as a family member when determining the initial subsidy standard for the family. After the family has been housed under the program, an unborn child will not be counted for subsidy standard determinations.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining family unit size.

- BHA will typically issue a two bedroom Voucher to a two person family other than husband and wife.

- Vouchers may be issued for bedroom sizes large enough to not require adults other than husband and wife, to share a bedroom.

- Vouchers may be issued for bedroom sizes large enough to not require two family members whose age difference is greater than 5 years, other than husband and wife, to share a bedroom.

- Vouchers may be issued for larger bedroom sizes for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The family may select a different size dwelling than that listed on the Voucher. There are these criteria to consider:

- Utility Allowance. The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
- Housing Quality Standards. HQS Standards allow 2 persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:

0-BR	1
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

The Voucher payment standard for the family must be the lower of the payment standard for the family size; or the payment standard for the unit size rented by the family.

VII. HOUSING QUALITY STANDARDS AND INSPECTIONS

A. Applicable Quality Standards

Any housing unit contracted with BHA will meet the minimum Housing Quality Standards as set forth in 24 CFR 982.401.

B. Inspections

1. Initial Inspections

    a. Initial inspections are conducted of units when the Voucher holder has submitted a Request for Tenancy Approval to BHA.

    b. The initial inspection will be conducted within fifteen (15) days of receipt of the Request for Tenancy Approval and all assisted units must pass the HQS inspection made prior to payment.

    c. If the unit fails the initial inspection, BHA Admissions and Housing Specialists will notify the Owner/landlord of the deficiencies and what is needed to be done to pass the second inspection. The Owner/landlord will be given ten (10) days to complete the repairs.

    d. A second inspection will be scheduled. If the unit fails again the family may be advised to seek alternate housing, if they have a Voucher that has not expired.

2. Annual Inspections

    a. Annual inspections will be conducted at least one hundred twenty days (120) days in advance of the anniversary date of the contract.

    b. If the unit passes, the Inspector will notify the Section 8 Housing Specialist of the pass status and the comparable rent for the unit. Generally, the completed inspection and rent reasonableness certification will be forwarded within three (3) days of the passed inspection.

    c. If a unit fails the inspection, the Owner/landlord will be notified in writing of the deficiencies cited. He/she will be given no longer than thirty (30) days to make the repairs. The letter of an intention to abate the Housing Assistance Payments will include a date for the second inspection. The date of the second inspection will be no later than thirty (30) days from the first inspection date.

    d. The Section 8 Inspector will conduct a re-inspection.

e. If the unit fails the second inspection, the unit will be put on abatement. The Owner/landlord will be notified in writing that he/she will not receive any Housing Assistance Payment from BHA until the unit passes inspection. If the Owner/landlord has been paid for the month, the abatement will be taken from the next month's HAP, for the number of days the unit was out of compliance.

3. Termination of Contracts

   a. If a unit is placed on abatement, the Director of Housing Admissions and Assistance or a designated Inspector will make an attempt to determine if the Owner/landlord intends to make the repairs. If an Owner/landlord indicates that he/she does not intend to complete the repairs, BHA should inform the family that they need to obtain a Voucher to move. A Termination of the Contract should be issued if the unit remains out of compliance for more than sixty (60) days.

   b. When Owners/landlords are notified of the Termination of the Contract, the notice will also advise that if BHA must terminate three (3) or more contracts in two (2) years for the Owner's/ landlord's refusal to comply with HQS, the PHA will not contract for any new leases with this Owner/landlord for twelve (12) months from the date of the third (3rd) contract termination.

4. Owners/landlords will not be responsible for a breach of the Housing Quality Standards that is caused by the family [as provided in Sec. 982.404(b) and Sec. 982.551(c)].

5. Family HQS Obligation

   a. The family is responsible for a breach of the HQS that is caused by any of the following:

      - The family fails to pay for any utilities pursuant to the lease;
      - The family fails to provide and maintain any appliances pursuant to the lease; or
      - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

   b. If an HQS breach caused by the family is life threatening, the family must correct the defect within 24 hours. For other family-caused defects, the

family must correct the defect within thirty (30) calendar days (or any BHA-approved extension).

c. If the family has caused a breach of the HQS, BHA must take prompt and vigorous action to enforce the family obligations. BHA may terminate assistance for the family in accordance with Sec. 982.552.

6. Complaints

Complaint inspections may be initiated by the Owner/landlord, the family, BHA, or any other interested party. The inspection may be made to assure that the unit is in compliance with the minimum Housing Quality Standards.

7. Move-Out Inspections

Damage Inspections are done only when requested by the landlord to document violation of family obligations. Pictures may also be submitted.

8. Damage Inspections

Damage Inspections for the purpose of a damage claim will only be conducted on HAP Contracts that are signed and effective prior to October 2, 1995.

C. Quality Control

BHA shall conduct random quality control inspections of the total units leased according to Section 24 of CFR 985.2. These inspections shall insure compliance with the minimum Housing Quality Standards. These inspections will be conducted by the Director of Housing Admissions and Assistance or other designated person. The records of the quality control inspections will be kept in a separate file by the Director of Housing Admissions and Assistance.

BHA shall also conduct random file reviews as well. The HA quality control sample for files means an annual sample of files or records drawn in an unbiased manner and reviewed by a HA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to the program requirements.

The minimum size of the HA's quality control sample is as follows:

Universe*	Minimum number of files to be sampled
50 or less	5
51-600	5 plus 1 for each 50 (or part of 50) over 50
601-2000	16 plus 1 for each 100 (or part of 100) over 600
Over 2000	30 plus 1 for each 200 (or part of 200) over 2000

* Universe = the number of families under HAP, plus the number of families on the Section 8 waiting list at that time.

D. Acceptability Criteria Changes Effective October 2, 1995

1. A microwave oven may be substituted for resident-supplied oven and stove or range.

2. A microwave oven may be substituted for owner-supplied oven and stove or range if the resident agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized residents.

3. Windows that are nailed shut are acceptable only if they are not necessary for ventilation or an alternate means of exit in the event of a fire.

4. Lead-based paint is defined as a paint surface with lead content greater than or equal to 1 mg/cm2, 0.5% weight, or 5000 parts per million.

    a. Lead-based paint requirements are not applicable to SRO, Zero Bedroom, and Elderly units, units built after 1978, or units not occupied by children under the age of 6, and units certified to be free of lead-based paint.

    b. An elevated blood level of 20 ug/dl or greater than 1 test, or 15-19 ug/dl in 2 consecutive tests 3 to 4 months apart.

    c. BHA must inspect all painted surfaces within the unit, entrance and hallway providing access to the unit and exterior building surfaces up to 5 feet from the floor or ground that are readily accessible to children for defective paint.

    d. Treatment of defective paint in applicable units and on applicable surfaces:

        Defective paint on inspected surfaces must be treated if:

        - more than 10 sq. ft. on an exterior wall;

- more than 2 sq. ft. of large surface areas such as ceilings, floors, doors, interior (but not exterior) walls, decks and stairs.

E. Emergency Fail Items:

1. No electricity

2. No running water

3. Natural gas leak or fumes from fuel burning appliances/equipment

4. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)

5. Any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard.

6. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.

7. Any life threatening condition as determined by the Inspector and approved by the Inspection Supervisor.

VIII. APPROVAL/DISAPPROVAL OF REQUEST FOR TENANCY APPROVAL, RENT REASONABLENESS, EXECUTION OF HAP CONTRACT, RENT INCREASE, PAYMENT STANDARDS

A. Request for Tenancy Approval

1. The Request for Tenancy Approval (RFT) must be submitted by the family during the term of the voucher.

2. The Request for Tenancy Approval must be signed by both the owner and the voucher holder.

3. BHA will not permit the family to submit more than one RFT at a time.

4. BHA will review the RFT to determine whether or not it is approvable.

5. A gross rent up to 120% of the FMR may be approved to make reasonable accommodation for disabled families.

6. A gross rent of up to 142% of the FMR may be approved for class members locating to certain designated non-impacted areas of Beaumont as part of the desegregative housing demonstration of 2001.

7. BHA will not approve tenancy if the family share exceeds the maximum initial rent burden (40 percent of the family's monthly-adjusted income) when the family initially moves into the unit or signs the first assisted lease for the unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

B. Rent Reasonableness Determination and Documentation

1. BHA will not approve a lease until it determines that the initial rent to the owner is a reasonable rent. BHA must also re-determine the reasonable rent before any increase in the rent to the owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

2. BHA also will re-determine rent reasonableness when an owner requests an increase in the rent to owner for a Voucher unit.

3. The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

4. The following basic methodology may be used to certify that the requested rent is reasonable in relation to rents being charged to unassisted units:

   a. BHA collects the required data concerning the unit to be assisted from the Request for Tenancy and during the inspection.

   b. Comparable data may be collected from the following sources:

      - Multiple Listing Service
      - Newspapers and owner interviews
      - Other methods as needed
      - Owner/agent questionnaires
      - On-site visits

   c. Data concerning at lease three comparable and the assisted unit may be recorded on a Rent Reasonableness Determination form (RRD). This form may be attached to the inspection records.

   d. The data on the RRD form is analyzed and an approvable rent is determined and recorded on the RRD with the date and name of the staff person.

e. The analysis may either utilize the appraisal method comparing point or dollar values or the standard deviation method using rents adjusted for all of the comparable items.

f. Rent rolls may be requested from Owner/Agents if needed to determine that rents charged for unassisted units in a complex are favorably comparable to the assisted unit.

5. BHA must re-determine rent reasonableness if directed by HUD. BHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by BHA.

6. The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

C. Disapproval of Owners

BHA may disapprove an owner for one or more of the following reasons:

1. BHA must not approve a unit if BHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or cited for poor workmanship and/or contract fraud subject to a limited denial of participation under 24 CFR part 24.

2. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

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

4. The owner has engaged in drug-trafficking;

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

6. The owner refused, or has a history of refusing, to take action against tenants (including household members or guest) who constitute:

a. a threat to the health or safety of, or right to peaceful enjoyment of the premises by other tenants or employees of BHA, an owner, or other manager of the housing

b. threat to the health or safety of, or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises.

c. a threat by being involved in drug-related or violent criminal activity.

7. When directed by HUD, BHA must not approve a unit if:

a. The Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such actions is pending; or

b. A court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal equal opportunity requirements.

c. If the owner is the parent, child, grandparent, grandchild, sister or brother of the family, unless BHA determines that approving the unit would provide reasonable accommodations for a family member who is a person with disabilities.

D. Execution of the Lease and Contract

1. BHA may recommend the use of a standard lease or TAA lease.

2. If the owner does not use the standard lease, the owner and tenant must execute the HUD mandated Lease Addendum.

3. The effective date of the lease and HAP Contract shall be on the same date or after the unit passes the HQS inspection.

4. The Lease and Contract should be executed within 30 days of the effective date.

E. Rent Increases

1. The Owner must request a rent increase in writing at least sixty (60) days in advance. BHA will review each increase to determine whether or not the request is justified. Based on the comparable rent for the unit, and in an amount not to exceed the applicable annual adjustment factor, the Owner will be notified as to what amount the contract rent will be adjusted.

2. The adjustment in the rent will be given according to the rent reasonableness determination.

3. Owners may request and HUD may approve special rent increase pursuant to HAP Contract

F. Payment Standards

1. Each year, BHA will establish Payment Standards between 90-110% of the current Fair Market Rent, and exception rent for non-impacted areas.

2. When BHA has adjusted the Payment Standard for its Vouchers, staff will make the appropriate changes during the family's annual reexamination.

3. Factors that BHA may review on an annual basis, within sixty (60) days of the publication of the Fair Market Rents schedule, include the following:

   a. Participant rent burdens (percent of Tenant Rent to adjusted household income);

   b. Participant rent burden relative to the quality of units selected by participant families;

   c. Participant rent burden relative to availability by bedroom size;

   d. Actual contract rents for specific bedroom sizes;

   e. Actual rent increases for participating households;

   f. The applicable annual adjustment factor(s) for the Beaumont Housing Authority jurisdiction which is an indication of the prospective average percent of rent increases;

   g. The average time period for finding eligible housing;

   h. Rent reasonableness data; and

   i. The local vacancy rate.

4. Procedures for Evaluation:

   During the annual evaluation process, BHA may use the above data to determine what impact an increase in the payment standard will have on the number of families who can be assisted.

G. Family Members Vacating And Other Considerations

1. Spouse:

   If the husband or wife leaves the household and will be gone for 6 months or more of the reexamination period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. If the husband or wife leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs. If the husband or wife files for divorce, the person who leaves the household will be considered permanently absent.

   If the spouse is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

2. Adult Child:

   If an adult child goes into the military and leaves the household, they will be determined permanently absent. A student (other than husband or wife) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

3. Joint Custody of Children:

   Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

4. Sole Member of Household:

   If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered to be their principal place of residence and they will be terminated from the program unless the tenant requests an extension by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source

feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

5. Visitors:

   The provisions of the lease between the family and the landlord will generally prevail as to visitors or guests. If the person is a visitor and does not intend to become a "permanent" member of the family, BHA does not have to consider this a change in family composition.

   However, BHA has a duty to determine and approve the composition of the family. So, if an adult "visitor" will be living in the unit for more than 14 days in any one month period will be considered to be living in the unit as an unauthorized person. The family must request approval from BHA to add this adult to the household in accordance with paragraph 6, below. Minors may visit for up to 90 days per year without being considered a member of the household as long as it is allowed under the lease and the head of household still claims them as visitors.

6. Reporting to BHA:

   After the family has obtained permission from the owner/landlord to add another family member to their lease, they must obtain permission from BHA, in writing, before the new member moves into the unit. BHA will apply the same criteria for a proposed new family member as was used to accept the original family into the program. Also HQS space standards will apply in determining whether to approve a revised lease adding new members.

   The family will need to declare a member as permanently or temporarily absent in writing to BHA. BHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the Voucher size.

   The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

7. Temporarily Absent Family Member's Income:

   Income of temporarily absent family members is counted.

If the spouse of the head of household is temporarily absent, his/her entire income is counted, whether or not s/he is on the lease.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire) are counted as income.

8. Income Of Person Permanently Confined To Nursing Home:

   If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, BHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan.)

IX. OWNER RESPONSIBILITY FOR SCREENING RESIDENTS

A. Owner Screening

1. Listing a family on the BHA waiting list, or selecting a family for participation in the program, is not a representation by BHA to the Owner/landlord about the family's expected behavior, or the family's suitability for tenancy. At or before BHA approval to lease a unit, BHA must inform the Owner/landlord that the BHA has not screened the family's behavior or suitability for tenancy and that such screening is the Owner's/landlord's own responsibility.

2. Owners/landlords are permitted and encouraged to screen families on the basis of their tenancy histories. An Owner/landlord may consider a family's background with respect to such factors as:

    a. Payment of rent and utility bills;

    b. Caring for a unit and premises;

    c. Respecting the rights of others to the peaceful enjoyment of their housing;

    d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and

    e. Compliance with other essential conditions of tenancy.

B. Beaumont Housing Authority Information About Resident

1. If requested in writing, BHA must give the owner:

    a. The family's current address (as shown in BHA's records); and

    b. The name and address (if known to BHA) of the landlord at the family's current and prior address.

2. When a family wants to lease a dwelling unit, BHA may offer the owner other information in BHA's possession about the family, including information about the tenancy history of family member, or about drug trafficking by family members.

3. BHA must give the family a statement of the BHA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program.

X. PAYMENTS TO OWNERS

A. Controls and Accountability

1. All payments are computed according to HUD approved formulas and schedules.

2. New contracts are dated on or after the unit is approved and the participant has moved in.

3. Computations are reviewed by the Section 8 Director before payment.

4. The Finance Department prints and mails the HAP payments.

5. A HAP register is maintained to monitor the rent rate, timeliness and accuracy.

6. The owner may not charge extra for items customarily included in rents in the locality or provided at no additional cost to the unsubsidized tenants on the premises.

B. Basic Procedures

1. Annual rent increases are effective the first of the month.

2. Request for payments are submitted to the Section 8 Director by no later than the 3rd week of each month to insure that payments are made in a timely manner to the Owners.

3. Payments are made to the families (Utility Reimbursement Payments) and the owners by check or direct deposit.

XI. ANNUAL AND INTERIM PARTICIPANT RE-CERTIFICATION

A. Annual Participation Re-certification

1. Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually.

2. The annual re-certification date shall be the first of the month in which the lease was executed.

3. When families move to another dwelling unit, an annual re-certification will be scheduled if documents are more than 90 days old.

4. Income limits will not be used as a test for continued eligibility at re-certification.

5. Re-examination Notice to the Family

   a. BHA will maintain a re-examination tracking system and at least 90 days in advance of the scheduled annual re-examination effective date, the head of household will be notified by mail that she/he is required to attend a re-examination interview on a specified date (or rearrange a date in advance if the scheduled date is unacceptable).

   b. The notice will inform the family about what documents the family must bring to the re-certification interview.

   c. If requested as an accommodation by a person with a disability, BHA will provide the notice in an accessible format.

   d. A home visit may be conducted for elderly or disabled clients.

   e. All family members 18 years of age or older must attend the annual reexamination appointment.

   f. If the family is on a repayment agreement and it is not paid up to date no re-exam will be conducted.

6. Verification of Information Provided

   a. BHA will send out third party verifications whenever possible. If third party verifications are not returned by the given deadline, documents provided by the tenant may be used for verification.

b. BHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 60 days old.

c. Families declaring zero income may be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not received by the household. BHA may request information from Texas Work Force.

d. For families with zero income, reexamination is scheduled every 30 days. The family is required to provide proof of assistance by methods of contribution letter, receipts or agency confirmation.

B. Changes to Tenant Rent

1. When the information is analyzed and all other requirements have been met, BHA will recalculate the tenant's portion of rent. All necessary documentation is prepared and signed by the tenant.

2. BHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by BHA) if applicable.

3. If there is a tenant rent increase, the new rent portion will go into effect following a full 30-day notice prior to the first of the month. (If there has been misrepresentation by the tenant, or if the tenant caused a delay in the re-examination processing, an increase in rent will be made retroactively).

4. If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

5. If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date. At the discretion of BHA, the tenant may be placed on a promissory note or termination from the program.

6. If there is a rent decrease, it will be effective on the scheduled effective re-examination date (unless the family has caused a delay in re-examination processing).

7. Retroactive rent is charged when the participant has failed to provide information within the required time period.

8. Rent will be prorated when a mixed family is not eligible for continued

assistance or deferral of termination; chooses not to defer termination; or is at the end of the deferral period. The total housing subsidy is calculated in the usual manner for either the Voucher program, using income for ALL family members. Proration is calculated by multiplying the total subsidy by a fraction that shows the number of eligible family members as the top number and is divided by the number of total family members as the bottom number.

C. Failure to Respond to Annual Re-certification Notice

1. The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to one day prior to the interview.

2. If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements with BHA, they may reschedule a second appointment.

3. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, BHA may send the family notice of termination and offer them an informal hearing.

4. Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

5. A maximum of two scheduled reexamination appointments will be mailed to the participant. Extenuating circumstances may be considered at the discretion of BHA. The second appointment must be mailed immediately (within 24 hours) allowing the participant ten (10) working days for the next scheduled appointment.

D. Criminal background

Criminal background checks are to be done on all household members eighteen (18) years of age and older at each annual recertification if a change in criminal history has occurred.

E. Interim Reexaminations

BHA will conduct interim reexaminations of the family income, composition and other eligibility factors to adjust the Total Tenant Payment for the following reasons:

1. For families whose income cannot be projected with any reasonable degree of accuracy, special reexaminations will be scheduled not less or more than every thirty (30) days;

2. For families where an error was made at admissions or reexamination;

    - A family will not be charged retroactive rent (increase) for error(s) made by Beaumont Housing Authority personnel

3. For families whose rent was based on false or incomplete information supplied by the applicant/participant;

4. For families who requested a review due to a decrease in income or increase in allowable expenses;

5. For families who have had their rent reduced under a previously requested reexamination;

6. For families who have added and/or deleted member(s) of their household from the original family composition;

7. For families whose income source is changed excluding changing from one full-time employer to another, receipt of an unscheduled increase in wages, or receipt of an increase in Social Security of SSI benefits not due to a reevaluation of benefits;

8. For families or household members previously reporting zero income special reexaminations will be scheduled not less or more than every thirty (30) days;

9. Any requirements imposed by HUD.

F. Public Assistance Benefit Changes

1. If the welfare or public assistance benefits of a covered family are reduced because of an act of non-compliance with program requirements or fraud by a member of the family under the law or program, the amount required to be paid by the covered family as a monthly contribution toward the rent may not be decreased, during the period of the reduction, as a result of any decrease in the income of the family (to the extent that the decrease in income is a result of the benefits reduction). The reduction of benefits due to non-compliance with program requirements or fraud must be verified by written notification from the welfare agency.

2. A family's loss of welfare benefits due to the expiration of the lifetime limit will not be considered as failure to comply and the rent will be lowered.

G. Earned Income Disallowance (EID)

1. A family member experiencing an increase in earnings as a result of new employment or increased earnings in existing employment.

2. A family member must be a Section 8 disabled family member on or after April 22, 2001

    a. One hundred percent (100%) of the increased income will be excluded from the rent computation during the 12-month period beginning the date on which the employment commenced.

    b. Upon the expiration of the first 12-months, the rent may be increased except that during the next 12-month phase in period, the amount of the increase may not be greater than 50% of the amount the rent would otherwise have increased.

    c. The maximum disallowance period is 48-months from the inception of qualifying for the disallowance.

XII. TERMINATION OF ASSISTANCE/INFORMAL HEARING

A. Fraud

1. If it has been determined by BHA staff that the family has misrepresented itself or deliberately committed fraud in connection with the Section 8 Rental Assistance Program, BHA will notify the family of the termination of the assistance and the reasons for the termination.

2. The family will have fourteen (14) days to request a hearing to be held with the Hearing Officer. At that hearing the family may present witnesses and/or documentation to negate BHA's position. BHA staff will be allowed to present the reasons for terminating assistance and can be cross-examined by the family or the family's representative.

3. The Hearing Officer will provide the family a written determination of the final decision.

4. Every effort will be made to collect any over payments made as a result of participant fraud or abuse.

5. Where a family has received housing assistance to which it was not entitled because the family intentionally misrepresented citizenship or eligible non-citizen status, the ineligible family is responsible for reimbursing BHA for the assistance that was improperly paid. Where the amount of assistance is substantial, the case may be referred to the Regional Inspector General's office for further investigation, according to the Federal Regulations.

B. Other Grounds for Termination of Assistance

BHA may refuse to issue another Voucher for a family to move to another unit if the family has:

1. A current balance for unpaid rent or other amounts owed to BHA or another housing authority and/or any other form of federally subsidized housing and/or an owner or landlord;

2. Violated any family obligation under 24 CFR 982.551;

3. Engaged in drug-related criminal activity or violent criminal activity as defined in 24 CFR 982.553;

4. Breached an agreement to repay amounts owed to BHA or amounts paid to an owner by BHA;

5. Any member over the age of eighteen (18) years who fails or refused to sign HUD form 9886, which is a release of information to agencies and employers to obtain income and benefit information;

6. Members or guests who have damaged the assisted unit resulting in the unit failing Housing Quality Standards, and the family has not completed the repairs;

7. Failed to submit evidence of citizenship or eligible immigration status on a timely basis, or such evidence was submitted, but was unverifiable, and the subsequent appeal to the INS and/or the informal hearing with the Housing Authority were not in favor of the family;

8. An absence of a member with citizenship or eligible immigration status at reexamination or special examination.

C. Family Self-Sufficiency (FSS) Participants

BHA will not deny or terminate the Section 8 assistance if a family fails to comply with the Contract of Participation. However, BHA may take the following action against a Family Self-Sufficiency family:

1. Withhold Supportive Services

   a. If the family has repeatedly failed to comply with the requirements of the Contract of Participation and/or other rules outlined in the FSS Action Plan, Beaumont Housing Authority will withhold Supportive Services.

   b. The family will be notified of the action to be taken.

2. Recommend probation or terminate the family's participation in the FSS Program.

   a. If after counseling and negotiating with the family, they still fail to comply with the Contract of Participation, BHA will inform the family of the action to be taken (probation or termination of their participation in the FSS Program).

   b. The family will have fourteen (14) days to request an informal hearing. BHA will conduct the hearing and inform the family within fourteen (14) days of the hearing of their final decision.

3. Withholding of the Escrow Account

    a. If a family fails to comply with the Contract of Participation and they are terminated from participation in the FSS Program or they leave the program before completion, the escrow account will be withheld according to current regulations.

D. Zero Housing Assistance

1. If the Total Tenant Payment is equal to the Contract Rent or the Payment Standard, then the Owner will no longer receive an assistance check from Beaumont Housing Authority. The family will be notified that the zero housing assistance is available for six (6) months. At that time, if there have been no changes that reflect the ability for the Beaumont Housing Authority to provide monetary assistance on the contract, the contract and the family's assistance will be terminated.

2. This determination does not preclude the family from asking to terminate assistance immediately, nor does it impact any rights under the Lease.

3. Families whose assistance is terminated under this instance will have to reapply for assistance when Beaumont Housing Authority is accepting applications.

XIII. UTILITY ALLOWANCES

1. The Utility Allowance Schedule is used for both Vouchers to determine how much credit the family will be given for estimated utility cost. If the family pays for some or all utilities, the Section 8 office will provide the family with a utility allowance. The allowances are based on actual rates and average consumption.

2. The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner. The Total Tenant Payment is reduced by the utility rate since the last revision.

3. The Section 8 office will review the Utility Allowance annually and adjust it if there is a ten percent or more change in the utility rate since the last revision.

4. Approved utility allowance schedule(s) are provided to families at the briefing sessions when the family receives the Housing Voucher.

XII. PORTABILITY

A. Outgoing Vouchers

1. Section 8 waiting list applicants who are residents of Beaumont (plus 5 miles beyond the city limits), may elect to exercise their option to use the portability features of their housing voucher, upon issuance of the housing voucher.

2. Section 8 waiting list applicants, who reside in areas outside of its jurisdiction (defined above), must utilize their housing voucher within the jurisdiction for at least 12 months before being able to relocate to another jurisdiction.

3. Family Self-Sufficiency (FSS) program must reside in the BHA jurisdiction for at least 12 months.

4. Participants may not port out if they are in violation of family obligations or if they owe a balance to BHA.

5. If a portable family was already a participant in the initial PHA Certificate or Voucher program, income eligibility is not redetermined unless the family transfers between the programs.

6. Beaumont Housing Authority follows the portability requirements of 24 CFR 982.553-555 and any subsequent regulations, notices, memos or directives from HUD regarding the administration of Section 8 under portability.

B. Incoming Vouchers

1. All incoming ports will be absorbed into BHA's Voucher Program when there are available Vouchers, otherwise the issuing PHA will be billed.

2. Criminal background checks will be conducted on all incoming portables.

XIII. MOVES WITH CONTINUED TENANT-BASED ASSISTANCE

A. Eligibility to Move

1. The assisted lease for the old unit has terminated. This includes a termination because:

   (a) BHA has terminated the HAP contract for the owner's breach; or

   (b) The lease has terminated by mutual agreement of the owner and the tenant; or

   (c) The lease expired and either the owner or tenant decided not to renew.

2. The owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant. However, if the tenant pays for all charges are make payment arrangements with the landlord they will be entitled to move at the discretion of BHA.

3. The tenant has given proper notice of lease termination after the 1st year.

B. How Many Moves

1. A participant family may move one time with continued assistance under the program, either inside the Beaumont Housing Authority jurisdiction, or under the portability procedures during any one-year period. (See 24 CFR Sec. 982.353)

2. The family may not move during the initial year of assisted occupancy.

3. BHA may deny a request to move for the following reasons:

   a. The participant intentionally caused the unit to fail housing quality standards;

   b. The participant owes BHA a balance due; or

   c. The participant has violated the family obligations.

   d. Lease violations

4. Failure to provide at least 30 days notice may result in termination of assistance.

5. Agreement to Remain in Occupancy

    a. If the family does not locate a new dwelling they may be required to submit an "Agreement to Remain in Occupancy".

    b. The assisted tenancy may be extended for any period of time mutually agreed upon by the landlord and tenant.

    c. Absence of the Agreement to Remain in Occupancy, HAP payments and the HAP contract may terminate at the end of the 30-day notice issued by the tenant.

C. Notice of Family Move

1. If the family terminates the lease with proper notice to the owner, the family must give BHA a copy of the notice at the same time.

2. If the family wants to move to a new unit that is located outside the initial BHA jurisdiction, the notice to BHA must specify the area in which the family wants to move.

D. **Renting to Relatives**

Families may not lease a property owned by relatives, i.e., sister, brother, mother, father, spouse, son, daughter, aunt, uncle per HUD regulations. Exceptions to restrictions on renting to relatives are made per HUD regulations.

XVI. FAMILY BREAK-UP

A. BHA Discretion

1. BHA has discretion to determine which members of an assisted family continue to receive assistance in the program if the family breaks up.

2. The decision to determine who continues to receive the assistance will be made by the Director of Housing Admissions and Assistance.

B. Criteria

The factors to be considered in making this decision may include:

1. Whether the assistance should remain with family members remaining in the originally assisted unit;

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

3. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household; or

4. Other factors specified by the Beaumont Housing Authority.

C. Court Orders

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

D. Remaining Member of Tenant Family

1. The Section 8 office may assist an individual left in an assisted housing unit who may or may not otherwise qualify for assistance under their own circumstances.

2. A single adult (whether elderly of non-elderly, displaced or non-disabled, children in residence/household or no children present) may become the head of household.

3. A live-in aid will not be considered a remaining member of the resident family by definition.

4. A minor child(ren) will not be allowed to retain status of remaining family member(s) unless:

   - The court has awarded emancipated minor status to the minor; or

   - An income eligible court appointed or legal guardian moves into the unit with the minor child(ren).

5. If both parents must leave the household and the Department of Social Services and/or the Juvenile Court has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the Section 8 office will treat that adult as a visitor for sixty days.

   a. After that period, the Section 8 office will determine whether court awarded custody or legal guardianship has been granted to the caretaker.

   b. If so, the Voucher will be transferred to the caretaker.

XIV. ABSENCE FROM UNIT

A. Time Limits

1. The family may be absent from the unit for brief periods. Generally, the family may not be absent from the unit for a period of more than ninety (90) consecutive calendar days.

2. Generally, the housing assistance payments terminate if the family is absent for longer than ninety (90) days. The term of the HAP contract and assisted lease also terminate.

3. The Director of Section 8 may approve an absence of up to 120 consecutive calendar days for extraordinary reasons. Such as:

    a. BHA will allow households, who due to illness or hospitalization of the head of household, spouse or immediate family members that must terminate their residence in the property, without reapplying for admission the family will be issued a voucher.

4. Absence means that no member of the family is residing in the unit.

B. Verifications

1. The family must supply any information or certification requested to verify that the family is residing in the unit.

2. The family must promptly notify BHA of absence from the unit, including any information requested on the purpose of family absences.

3. BHA may adopt appropriate techniques to verify family occupancy or absence, including letters to the family at the unit, phone calls, visits or questions to the landlord or neighbors.

XV. ADMISSION OF LIVE-IN AIDE OR FOSTER CHILDREN

A. Live-in Aide

1. BHA will permit the live-in aide to reside with a disabled family as long as the live-in aide meets the criteria for the definition of Live-In Aide (see Definitions).

2. In the case where a live-in aide is arrested at or near the premises of the Section 8 participant for drug-related or violent criminal activity, BHA shall advise the Section 8 participant that the live-in aide cannot be housed with the participant.

3. BHA will not be required to wait until conviction of the live-in aide, but will use the criteria of preponderance of the evidence.

B. Foster Children

1. Foster children will be allowed as additions to the household if the anticipated length of stay is at least six months.

2. Documentation from the Child Welfare Services agency responsible for placement must be provided prior to the placement of the child(ren), except in cases of emergency.

3. If the participating family requires a larger size Voucher, it will be issued as soon as possible.

XVI. INFORMAL HEARINGS AND REVIEWS

A. Definitions:

1. **"INFORMAL REVIEW"** shall mean the informal review of the BHA's decision on an applicant's application for participation in the Section 8-Existing Housing Program in accordance with the procedures outlined below.

2. **"INFORMAL HEARING"** shall mean the informal hearing of BHA's decision affecting a participating family in the Section 8-Existing Housing Program in accordance with the procedures outlined below.

3. **"INFORMAL REVIEW OFFICER"** shall mean a person designated to informally review a decision concerning an application for participation and give his/her decision.

4. **"INFORMAL HEARING OFFICER"** shall mean a person designated to conduct an informal hearing and gives his/her decision.

B. Procedures for Informal Review

1. BHA shall give an applicant written notice of a decision denying assistance or a decision denying listing on the waiting list within ten (10) calendar days from the date of the decision.

2. The notice shall contain a brief statement of the reason(s) for the decision, that the applicant may submit a signed written request for an informal review of the decision if he/she disagrees with the decision, that the request must be made within ten calendar days from the date of the notice, and that the applicant should keep proof of making the request.

3. BHA may or may not conduct an informal review if the applicant fails to submit his/her request within the time stipulated. If the request is not submitted in a timely manner, it shall mean that the applicant waived his/her right to request an informal review.

4. Reasonable accommodations shall be made for applicants who are disabled.

5. BHA shall conduct an informal review, provided the applicant submits a proper request for an informal review within the time allowed.

6. Informal Review Officer

a. BHA shall designate any person or persons as the review officer(s). The power to designate any person or persons as review officer or review officers shall vest in BHA.

b. The person or persons designated as the review officers shall not be the person who made or approved the decision under review or a subordinate of such person.

7. The Informal Review

a. The proceedings of the review shall be informal and confined to factors relating to eligibility and to decide if the decision denying assistance to the applicant is justified or not.

b. BHA shall notify the applicant of the date, the time, and the place of conducting the informal review at least a week prior to the date of the review.

c. The applicant shall have the right to present his objections either orally or in writing.

d. A representative of the Section 8 Department may be present.

8. The Decision

a. The review officer or officers shall decide whether the decision denying assistance to the applicant was justified and according to the Federal Regulations and rules of the BHA. This final decision shall be given within seven calendar days from the date of the review.

b. BHA shall promptly notify the applicant in writing of the final decision and include a brief statement of the reasons for the final decision.

9. Informal Reviews are not required for established policies and procedures and determinations such as:

a. Discretionary administrative determinations

b. General policy issues or class grievances

c. A determination of the family unit size under the subsidy standards

d. Refusal to extend or suspend a Voucher

e. Disapproval of lease

f. Determination that unit is not in compliance with HQS

g. Determination that unit is not in accordance with HQS due to family size or composition

C. Procedures for Informal Hearing

1. BHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following determinations:

   a. Termination of assistance

   b. Determination of the family's annual or adjusted income and the computation of the housing assistance payment

   c. Family unit size determination under the subsidy standards

   d. Determination to terminate assistance for any reason

   e. Notice of Determination to pay an owner claim for damages, unpaid rent or vacancy loss

2. Informal Hearings are not required for established policies and procedures such as:

   a. Discretionary administrative determinations

   b. General policy issues or class grievances

   c. Establishment of the schedule of utility allowances

   d. Determination not to approve an extension or suspension of a voucher term

   e. Determination not to approve a unit or lease

   f. Determination that an assisted unit is not in compliance with HQS (BHA must provide hearing for family breach of HQS because that is a family obligation determination)

   g. Determination that the unit is not in accordance with HQS because of the family size

h. Determination to exercise or not exercise any right or remedy against the owner under a HAP contract

3. Notice to Participant

   a. When decisions are made, BHA shall give the participant prompt written notice of the decision.

   b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from receipt of the notice.

   c. BHA may or may not conduct an informal hearing if the participant does not request an informal hearing within the time fixed herein to do so. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.

4. The Hearing Officer

   a. BHA will designate any person or persons as hearing officer or hearing officers to conduct the informal hearing. The power to designate hearing officer shall rest solely with BHA.

   b. The hearing officer can be any person other than a person who made or approved the decision under review, or a subordinate of such person.

5. Rights of the Participant

   a. The participant can either appear in person at the hearing, or can be represented by a lawyer or other representative at his/her own expense.

   b. The participant shall have the right to present evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.

   c. The client shall have the right to arrange for an interpreter to attend the hearing, at the client's expense.

6. Rights of BHA

   a. BHA can be represented by a lawyer, or any other representative in the informal hearing.

b. BHA can introduce evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.

c. BHA shall have the right to question any witness examined in the informal hearing and to make final submissions.

7. The Informal Hearing

a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.

b. If the participant who requested the informal hearing fails to appear at the hearing on the date fixed for the hearing without any request for an adjournment on strong grounds, the matter will be decided exparte, or dismissed forthwith with no right for its restoration. The hearing officer may or may not allow an application for adjournment.

c. The participant will begin his/her case by introducing documents it relies on and by taking oral testimony of witnesses in support of his/her contention.

d. BHA will then begin its defense by introducing documents it relies on and by taking oral statements from witnesses, if necessary, in justification of its decision.

e. The participant and BHA will then close their cases and make final submissions, if they choose to, prior to the decision.

8. The Decision

a. The hearing officer will consider the evidence introduced by the parties and give such evidence due weight.

b. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.

c. The decision shall be in writing and based on the facts established, HUD regulations, BHA rules, and the law applicable.

d. The decision shall clearly state the reason on which the decision is arrived.

e. A copy of the decision shall be furnished promptly to the participant.

D. Hearing And Appeal Provisions For "Restrictions On Assistance To Non-Citizens"

1. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decisions on the INS appeal.

2. Assistance to a family may not be terminated or denied while BHA hearing is pending but assistance to an applicant may be delayed pending BHA hearing.

3. INS Determination

   a. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, BHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

   b. If the family appeals to the INS, they must give BHA a copy of the appeal and proof of mailing or BHA may proceed to deny or terminate. The time period to request an appeal may be extended by BHA for good cause.

   c. The request for a BHA hearing must be made within fourteen days of receipt of the notice offering the hearing of, if an appeal was made to the INS, within fourteen days of receipt of that notice.

4. After receipt of a request for an informal hearing, the hearing is conducted as described in section C of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members BHA will:

   a. Deny the applicant family

   b. Defer termination if the family is a participant and qualifies for deferral

   c. Terminate the participant if the family does not qualify for deferral

5. If there are eligible members in the family, BHA will offer to prorate assistance

or give the family the option to remove the ineligible members.

6. All other complaints related to eligible citizen/immigrant status:

   a. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation, the family will be denied or terminated for failure to provide.

   b. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

   c. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

   d. Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

E. Mitigating Circumstances For Applicants/Participants With Disabilities

1. When applicants are denied placement on the waiting list, or BHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

2. Examples of mitigating circumstances are:

   a. A person with a cognitive disorder may not have understood the requirement to report increases in income;

   b. A person may not understand the need to make regular repayments on a promissory note;

   c. Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be due to an emotional disorder.

XVII. TENANT MOVE-OUT

A. Move-Out Inspections

No damage claims are allowed for HAP contracts effective after October 2, 1995. However, a tenant may still request and BHA may grant, at their discretion, a move-out inspection to substantiate a damage claim or for the tenant to substantiate that no damages have occurred.

Move-out inspections are done after the tenant moves out of the unit and should not be done while the tenant is still cleaning the unit. BHA will attempt to get both parties, the tenant and the owner, to attend the move-out inspection. BHA is still obligated to process the claim if an inspection was requested but not conducted, unless the owner stated in writing that there were no damages and the inspection was not necessary.

Upon completion of an inspection at move-out or if the owner supplies the housing authority with proof of damages beyond normal wear and tear the client will be responsible to pay the owner for damages. If a client wishes to move from one unit to another a new voucher will not be issued or a new contract will not be executed until damage charges are paid in full or a repayment agreement signed with the previous owner. The client must keep all payments current or their housing assistance will be terminated.

B. Owner Claims

This entire section pertains to HAP Contracts in effect before October 2, 1995. No claims of any kind are allowed for HAP contracts effective after October 2, 1995.

As part of the HAP Contract, owners can make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit. Owner claims for payment for unpaid rent, damages or vacancy loss under the Section 8 Existing Program are reviewed for accuracy and completeness and compared with internal records on the unit such as initial inspection report and on-site move- out inspection (or pictures if a move-out inspection cannot be scheduled before the next tenant moves in).

BHA checks tenant files to ascertain if the family gave proper notice of its intent to move. Although BHA will make payments on behalf of the tenant, the tenant is ultimately responsible for any damages, unpaid rent, or vacancy loss paid by BHA to the owner and will need to repay BHA if s/he wishes to continue to participate in the program (or reapply).

1. Unpaid Rent
   To claim unpaid rent, the landlord must have provided written notice to BHA that the tenant has not paid their portion of rent in the month that payment has been omitted. Unpaid rent claims for the months prior to the month in which move-out occurs will not be approved unless this notification has been received and is part of the file records. Also the landlord must have taken action provided under the Lease to remedy the situation that will generally involve a Notice to Vacate for Breach of Lease and a follow through with eviction if the family does not vacate. The Owner must provide proof that he has attempted to collect any moneys owed directly from the Family before the PHA will make payments.

2. Damages
   The actual bills for repairs and materials and labor must support all claims for damages. Estimates for repairs or replacement of items are acceptable only for units that are substantially destroyed and thus may not be rebuilt or the rebuilding will take longer than 60 days. Bills from individuals providing labor must include their name, address and phone number. The landlord may not bill himself for labor since that is not considered by BHA to be an "actual cost." However, the actual cost of the owner's personnel (such as the Caretaker) to make repairs may be included. Costs of filing eviction and forcible detainer to remove the Family from the unit shall not be considered" damage" to the Contract unit.

3. Processing Claims
   When BHA receives a claim for unpaid rent, damages, or vacancy loss, it will be reviewed to insure that the owner has followed the HAP Contract provisions for filing claims.

   Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the security deposit (including any interest accrued under State or local law) that an owner could have collected under the program rules. The balance will be calculated using HUD methodology. Proof or verification that the owner has attempted to collect any moneys owed directly from the tenant must be submitted with the damage and unpaid rent claims.

   All unpaid rent, damage, and vacancy loss claims must be submitted within 60 days of the date of move-out. If the Security Deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts that the family owes under the lease, the owner may request reimbursement from BHA up to the limits for each program. Once the payment is made to the owner, BHA will inform the family of the payment and of the family's responsibility to reimburse the BHA for payment made on their behalf.

The participant will be informed of the possible effect on transfer rights and future program participation if payment is not made within the time specified by BHA. BHA may or may not enter into a Repayment Agreement with the participant for repayment of the amount owed, rather than request total payment, depending on the tenant's past history of Repayment Agreements with the BHA. Nonpayment of moneys owed to the PHA may result in termination from the Section 8 Program and denial of participating in the Section 8 subsidy program in the future.

XVIII. OPERATING RESERVE EXPENDITURES STATEMENT

Operating Reserves This amount is credited with earned income administrative fees that exceed expenditures for program administration.

A. Required Use for Program Administration

1. The operating reserve must first be used to pay Section 8 administrative costs that exceed earned administrative fees for a fiscal year.

2. Projected administrative fees and the Operating Reserve must cover all projected costs of program administration through the remaining ACC terms.

B. Permitted Use for Other Housing Purposes

1. Operating Reserve funds may be expended for other housing purposes consistent with the State and local law. If BHA anticipates that ongoing fees will not be sufficient for ongoing administrative costs through its ACC terms, an appropriate amount must be retained in the Operating Reserve for projected administrative cost.

C. Board of Commissioners Approval for Operating Reserve Expenditures

1. The Board of Commissioners must set a threshold for the amount of expenditures that may be made from the Operating Reserve for other housing purposes without prior approval of the Board.

2. For Operating Reserve expenditures that exceed the Board threshold, the BHA Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for the other purposes consistent with state and local law.

XIX. REPAYMENT AGREEMENTS

A. Establishing the Agreement

1. Repayment Agreements are executed with Section 8 families and owners/landlords who owe BHA funds.

2. Families may owe money for special claims (unpaid rent, damages or vacancy loss) paid on their behalf by the Section 8 office to owners/landlords or for unreported information that affected the assistance paid on their behalf to owners/landlords.

3. The Section 8 office will allow no more than two (2) claims and an aggregate total of $3,300 in Repayment Agreements.

4. Any additional money owed will have to be paid in-full.

B. Enforcing Repayment Agreements

1. The Section 8 office will set up monthly payments on the Repayment Agreements.

2. If the participant is two or more months behind, the participant's assistance may be terminated.

3. If the tenant enters into a Repayment Agreement after the execution of the HAP Contract and does not pay, the Section 8 office will require the family to bring their Repayment Agreement current prior to issuance of a Voucher to move to another unit.

4. If the resident refuses to enter into a Repayment Agreement because of a claim paid for unpaid rent, damages, or vacancy loss, the Section 8 office will continue paying HAP in their current unit, but the Section 8 office will refuse to issue a Voucher to move until the family repays the amount owed in full.

5. The Section 8 office must notify the family of the amount of its liability and inform them of the consequences if they do not pay.

6. The Section 8 office will not conduct a re-certification if the repayment is not current.

C. Ineligibility for Repayment Agreements

1. If the Section 8 office determined that the family committed willful and intentional fraud, the Section 8 office may require the family to repay the entire amount in full or have their assistance terminated.

D. Owner Fraud and Program Abuse

1. When the Section 8 office determines that the owner/landlord has retained Housing Assistance Payments the owner was not entitled to, the Section 8 office may reclaim the Housing Assistance Payment amount from future Housing Assistance Payments owed the owner/landlord, no matter what Section 8 Program is involved.

2. If the future Housing Assistance Payments owed are insufficient to reclaim the amount owed, the additional amount(s) may be referred to collection.

3. The Section 8 office will use Chapter 9 of HUD Handbook 7420.7 as a guide in dealing with owner fraud and program abuse, which may include barring the owner/landlord from participating in the Section 8 Rental Assistance Program.

GLOSSARY

A. Acronyms Used in Subsidized Housing

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustments
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFP	Certificate of Family Participation
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules that are first published in the Federal Register and define and implement statute
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator
CR	Contract Rent
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FMHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP)
GR	Gross Rent

HA	Housing Agency
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing And Urban Development
HURRA	Housing and Urban/Rural Recovery Act of 1983
HV	Housing Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Accountant
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Authority
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFT	Request for Tenancy Approval (see also RFT)
RFTA	Request for Tenancy Approval
RFP	Request for Proposal
RRP	Rental Rehabilitation Program

SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

DEFINITIONS

Section 8 Vouchers Program,
Section 8 Moderate Rehabilitation

Absorption
In portability, is the point at which the receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps. The phrase "accessible to and usable by" is synonymous with accessible.

2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical handicaps.

   A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of this paragraph 2.

   When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with handicaps (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route
A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability
The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income
Annual Income less the following allowances, determined in accordance with HUD instructions:

1. $480 for each Dependent;
2. $400 for any Elderly Family;
3. For any family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, that has Handicapped Assistance Expenses in excess of three percent of Annual Income, this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Handicapped or Disabled Person;
4. For any Elderly or Disabled Family;
    a. That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
    b. That has Disability Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;
    c. That has Disability Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income, and
5. a. Child Care Expenses; or
    b. In the case of families assisted by Indian housing authorities, the greater of:
        (1) Child care expenses, or
        (2) Excessive travel expenses, not to exceed $25 per family per week, for employment or education related travel.

Admission
The effective date of the first HAP contract for a family (first day of initial lease term) in a resident-based program. This is the point when the family becomes a participant in the program.

Annual Contributions Contract

A contract under the Housing Act of 1937, as amended, between HUD and the PHA, containing the terms and conditions under which the Department assists the PHA in providing decent, safe, and sanitary housing for low-income families.

The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the PHA agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures.

The ACC is a written agreement between HUD and a PHA to provide annual contributions to the PHA to cover housing assistance payments and other expenses pursuant to the Act.

Annual Income

1. Annual Income means all amounts, monetary or not, which:
    a. 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. Which are not specifically excluded in this section.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
5. Annual Income includes, but is not limited to:
    a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
    b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
    c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be 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 shall include the greater of the actual income derived from all Net Family

Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;

d. The full amount of periodic payments 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 (except as provided under Annual Income exclusions);

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see the paragraph on lump sum additions to family assets, below).

f. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

(1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(2) The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

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

h. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).

6. Annual Income does not include the following (Exclusions):

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

b. Payment received for the care of foster children or foster adults (usually individuals 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 (but see the paragraph on payments in lieu of earnings, above).

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, as defined in the regulations, who is a person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who:

(1) Is determined to be essential to the care and well-being of the Person(s);

(2) Is not obligated for the support of the Person(s); and

(3) Would not be living in the unit except to provide the necessary supportive services.

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

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

h. Amounts received under training programs funded by HUD;

i. 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);

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

k. A resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

l. 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;

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

n. 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;

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

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

q. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment, or in prospective monthly amounts;

r. 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;

s. 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;

t. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, including the following:

(1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];

(2) Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];

(3) Payments received under the Alaska Native Claims Settlement Act. [43 USC § 1626(c)];

(4) Income derived from certain submarginal land of the United States, that is held in trust for certain Indian tribes. [25 USC § 459(e)];

(5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];

(6) Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];

(7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];

(8) The first $2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];

(9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, PHAs should exclude the FULL value of any Pell Grant. These changes are effective 10-1-92;

(10) Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];

(11) Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the “In Re Agent Orange product” liability litigation. [M.D.L. No. 381 (E.D.N.Y.];

(12) Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];

(13) The value of any child care provided or arranged (or any amount received as payment for such are or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC § 9858q]. This change was effective November 4, 1992;

(14) Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [USC § 32(j)];

(15) Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period. Collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;

(16) Holocaust reparations received after April 23, 1993. [42 USC § 1437a, § 1437d, § 1437n and § 3535(d)].

7. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Applicable Surface

All intact and non intact interior and exterior painted surfaces of a residential structure (with reference to lead-based paint poisoning prevention).

Applicant

Applicant (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

Assisted Lease

A written agreement between an Owner and a Family for the leasing of a dwelling unit by the Owner to the Family under a Housing Assistance Contract between the Owner and the PHA.

In the case of cooperative of mutual housing, "lease" means the occupancy agreement or other written agreement establishing the conditions for occupancy of the unit.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

For example, auxiliary aids for persons with impaired vision may include readers, Brailled materials, audio recordings, and other similar services and devices.

Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDDs), interpreters, notetakers, written materials, and other similar services and devices.

Certificate

A document issued by a PHA to a family selected for admission to the rental certificate program. The certificate describes the program, and the procedures for PHA approval of a

unit selected by the family. The certificate also describes the obligations of the family under the program.

Certificate of Family Participation
A document issued by a PHA to a family selected for admission to the rental certificate program. The certificate describes the program, and the procedures for PHA approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certificate or Voucher Holder
A family holding a voucher or certificate with unexpired search time.

Certificate Program
Rental certificate program.

Child
A member of the family, other than the family head or spouse, who is under 18 years of age.

For continued assistance under Restrictions on Assistance to Noncitizen only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

Child Care Expenses
Amounts anticipated being 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 be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed.

The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income.

Reasonable child care expenses, as defined by the Housing Authority, shall not exceed the actual costs incurred.

Citizen
A citizen (by birth or naturalization) or national of the United States.

Class Member

As a result of the Young vs. Cuomo court decision, certain individuals and families are designated as class members. A class member is any single person or head of household who is:

African American, and, either

- Currently resides in public (low rent) housing in East Texas, or
- Is on the waiting list for public (low rent) housing in East Texas

The Court has determined that BHA and other East Texas PHAs must provide specialized information to class members, and provide HUD with reports on class members, in order to ensure that housing is being provided in an equitable manner.

Codes

Includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy or use of a dwelling unit.

Common Space

Space available for use by assisted families and other occupants of the unit.

Consolidated ACC

Consolidated annual contributions contract. See § 982.151.

Contiguous MSA

In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continued Assistance Family

This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995, and
2. whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to noncitizen, and
3. the family does not include any person (who does not have eligible immigration status) other than:
   - The head of the household
   - Any spouse of the head of the household
   - Any parents of the head of the household
   - Any parents of the spouse
   - Any children of the head of the household or spouse

   This does not define "family" for purposes of eligibility at the PHA (see "Family" in the Definitions section.)

A family entitled to continued assistance before November 29, 1996 is entitled to continued assistance as described in the above paragraph. A family entitled to continued assistance after November 29, 1996 shall receive prorated assistance as described in section 5.520.

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 certificate or voucher program.

Contract Rent
The total amount of rent specified in the Housing Assistance Payments (HAP) Contract as payable to the Owner by the Family, and by HUD or the PHA on the Family's behalf.

The monthly rent which an Owner is entitled to receive for the leasing of a Manufactured Home Space to an Assisted Family, including any separate fees or charges. This rent includes the maintenance and management services described in the definition of Manufactured Home Space, but excludes ongoing utility charges. Separate fees or charges for services or facilities not included in the definition of Manufactured Home Space shall be included in the Contract Rent only if their payment is required as a condition of the leasing of the Manufactured Home Space. In the case of a cooperative Manufactured Home park, "Contract Rent" means the charges under the occupancy agreements between the members and the cooperative.

Contract of Participation
A contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who elect to participate in the FSS program, and which plans are attached to the contract of participation as exhibits.

Controlled Substance
Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Decent, Safe and Sanitary Housing
Housing is decent, safe and sanitary if the requirements of 982.401 are met (Housing Quality Standards).

Defective Paint Surface
Paint on applicable surfaces that is cracking, scaling, chipping, peeling or loose (with reference to lead-based paint poisoning prevention).

Dependent
A member of the Family household (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.

Deposit
An amount of currency, or an instrument delivered to the owner by the resident as a pledge to abide by terms or conditions of the rental agreement.

Desegregative Housing Opportunity (DHO)
The placement by BHA of a class member in housing that is located in an area designated by HUD and the East Texas Fair Housing Service Center as "non-impacted."

Dilapidated Housing
See the definitions of Substandard Housing.

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 Person or Family
A person or 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. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).

Section 223 of the Social Security Act defines disability as:
1. Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

People who have been diagnosed with alcoholism or drug abuse are not part of the definition of "disabled".

Discriminatory Housing Practice
An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person or Family or Person
A person or family in which each member, or whose sole member, is a person displaced by governmental action, 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.
(See also the definition of Involuntary Displacement. See 24 CFR, Part Subpart A, Section 5.420.)

Domicile
The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-Related Criminal Activity
1. Drug-trafficking; or
2. Illegal use, or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substances Act (214.S.C.802). The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-Trafficking
The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Dwelling
Any building, structure or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Dwelling Unit
A single unit of residence for a family of one or more persons. Examples of dwelling units include: a single family home; an apartment unit within an apartment building; and in other types of dwellings in which sleeping accommodations are provided, but toilets or cooking facilities are shared by occupants of more than one room or portion of the dwelling, rooms in which people sleep. Examples of the latter include dormitory rooms and sleeping accommodations in shelters intended for occupancy as a residence for homeless persons.

Earned Income
Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment (see 24 CFR 5.609). Earned income does not include any pension or annuity, transfer payments, any cash or in-kind

benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Effective Date of Contract
Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Elderly Person
A person who is at least 62 years of age.

Elevated Blood Lead Level
Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Employer Identification Number
The taxpayer identifying number of an individual, trust, estate, partnership, association, company, or corporation that is assigned pursuant to Section 6011(b) of the Internal Revenue Code of 1986, or corresponding provisions of prior law, or pursuant to Section 6109 of the Code. The Employer Identification Number has nine digits separated by a hyphen, as follows: 00-0000000.

Enrollment
Enrollment means the date that the FSS family entered into the contract of participation with the PHA.

Entrance
Any access point to a building or portion of a building used by residents for the purpose of entering.

Eviction
Any action initiated by the owner to regain possession of a dwelling unit and use of the premises.

Evidence of citizenship of eligible immigration status
The documents which must be submitted to evidence citizenship or eligible immigration status.

Exception Rent
In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR only to make a reasonable accommodation for a family with disabilities on a unit by unit basis. Housing agencies may request approval from HUD for an exception rent for a geographical area.

Exterior
All areas of the premises outside of an individual dwelling unit.

Facility
All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

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. 3600-3620).

Fair Market Rent
The rent, including utilities (except telephone), and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities in the market area.

Fair Market Rents are used by PHAs in the Housing Voucher Program to develop the payment standard used to determine the appropriate amounts of housing assistance to be paid on behalf of participating families.

The rent which would be required to be paid in order to obtain a privately owned, decent, safe and sanitary Manufactured Home Space of a modest nature. This rent includes maintenance and management services described in the definition of Manufactured Home Space for single-wide and double-wide Manufactured Home Spaces. Rents for double-wide spaces will be permitted for Assisted Families of five or more persons so long as the Manufactured Home meets the minimum occupancy standards for families. Fair Market Rents will be established by HUD and will be published in the Federal Register.

Familial Status
One or more individuals (who have not attained the age of 18 years) being domiciled with:
1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The projections afforded against discrimination on the basis of familial status apply to any person who is pregnant, or is in the process of securing legal custody of any individual who has not attained the age of the 18 years.

Family
1. "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 resident family; and
g. A single persons who is not an elderly or displaced person or a person with disabilities, or the remaining member of a resident family.

2. For the purpose of clarification, the PHA shall use the following definition of "Family."

A Family includes one or more of the following individuals or groups:
a. A group of persons living together, related by blood, marriage or operation of law;
b. A common-law husband and wife, as recognized under State Law;
c. A Disabled Person;
d. A Displaced Person or Family;
e. An Elderly Family;
f. A Single Person (but see the regulations on the admission of single person);
g. The Remaining Member of a Resident Family.

Family Income
Monthly Income as defined in HUD regulations, i.e., Annual Income divided by 12.

Family Self-Sufficiency
The program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by Section 23 of the U.S. Housing Act of 1937.

Family Unification Program
A program established by HUD and granted to PHA's. The program is designed to assist in unifying families where one of the main barriers in brining the family back together or keeping the family together is a lack of adequate housing through the use of specially designated Section 8 Housing Assistance Vouchers.

Family Unit Size
The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA subsidy standards.

FSS Account
The FSS escrow account authorized by Section 23 of the U.S. Housing Act of 1937 and as provided by § 984.305 of this part.

FSS Credit
The amount credited by the PHA to the participating family's FSS account.

FSS Family or Participating Family
A family that receives assistance under the rental certificate or rental voucher programs, and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

FSS Related Service Program
Any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in 24 CFR § 984.

FSS Slots
FSS slots refer to the total number of rental certificates or rental vouchers that comprise the minimum size of a PHA's Section 8 FSS program.

First Occupancy
A building that has never before been used for any purpose.

FMR
Fair Market Rent. Defined in 24 CFR 982.4.

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.

Good Faith
Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Gross Rent
The total monthly cost of housing an eligible Family, which is the sum of the Contract Rent and any Utility Allowance. In the case of rental of only a manufactured home space, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

Ground Floor
A floor of a building with a building entrance on an accessible route. A building may have more than one ground floor.

HA
A housing authority--both a public housing agency and an Indian housing authority.

Handicap
With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment, or being regarded as having such an impairment.

This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

For the purpose of 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act, an individual shall not be considered to have a handicap solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped Assistance Expenses
Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped Person (included under "Disabled")
A person having a physical or mental impairment that:
1. Is expected to be of long-continued and indefinite duration,
2. Substantially impedes the person's ability to live independently, and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

Has a Record of Such an Impairment
As used in the definition of Handicap, means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

Head of Household
The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Housing Agency (PHA)
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, including an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

Housing Assistance Payment
The monthly assistance payment by an PHA. The total assistance payment consists of:
1. A payment to the owner for rent to owner under the family's lease.
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. In the certificate program, the additional payment is called a "utility reimbursement".

Housing Assistance Payments Contract
A written contract between the PHA and an Owner in the form prescribed by HUD headquarters, for the purpose of providing housing assistance payments to the Owner on behalf of an Eligible Family.

Housing Quality Standards
The HUD minimum quality standards for housing assisted under the tenant-based programs.

Housing Voucher Contract
A written contract between a PHA and an Owner, in the form prescribed by HUD for the Housing Voucher Program, in which the PHA agrees to make housing assistance payments to the Owner on behalf of an Eligible Family.

Housing Voucher Holder
A family that has an unexpired housing voucher.

HUD
The Department of Housing and Urban Development or its designated officer or employee.

HUD Local Office
The HUD Regional, Area or Insuring Office which has been delegated authority under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the PHA is located.

Income Limits
HUD establishes Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Independent Group Residence

1. A dwelling unit for the exclusive residential use of two to twelve elderly, handicapped, or disabled individuals (excluding live-in Resident Assistant(s) if any), who are not capable of living independently, and who require a planned program of continual supportive services.
2. Individuals residing in an Independent Group Residence and receiving Section 8 assistance shall not require continual medical or nursing care, and shall be ambulatory or not require continual medical or nursing care, and shall be ambulatory or not confined to a bed continuously, and must be capable of taking appropriate actions for their own safety under emergency conditions.

Individual Lease Shared Housing

The type of Shared Housing in which the PHA enters into a separate HAP Contract for each assisted Family residing in a Shared Housing unit.

Individual Training Services Plan

A written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

1. The supportive services to be provided to the family member;
2. The activities to be completed by that family member; and
3. The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member and is attached to and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

Individual With Handicap

A person having a physical or mental impairment that

(a) is expected to be of long-continued and indefinite duration,
(b) substantially impedes the person's ability to live independently, and
(c) is of such a nature that such ability could be improved by more suitable housing conditions.

Initial Contract Rent

In the certificate program, the contract rent at the beginning of the initial lease term.

Initial PHA

In portability, the term refers to both:

1. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
2. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.

Initial Lease Term
The initial term of the assisted lease. The initial lease term must be for at least one year.

INS
The U.S. Immigration and Naturalization Service.

Interior
The spaces, parts, components or elements of an individual dwelling unit.

Interim Reexaminations
Some Housing Authoritiess also call this "special" reexaminations. The family must comply with regulations requiring them to report changes in income and family composition. The PHA requires the reporting of the changes within 10 days of the effective change. The Housing Authority must determine if there is to be an adjustment to the Total Tenant Payment, Tenant Rent, and/or Housing Assistance Payment.

Is Regarded as Having an Impairment
As used in the definition of Handicap, means:
1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental impairment," below, but is treated by another person as having such an impairment.

Jurisdiction
The area in which the PHA has authority under State and local law to administer the program.

Lead-Based Paint
A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eighths of an inch).

Lease
1. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the resident. The lease established the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA.
2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance

payments to the cooperative under a HAP contract between the cooperative and the PHA.

Lease Addendum
In the lease between the tenant and the owner, the lease language required by HUD.

Live-In Aide
A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined by the PHA to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons, and
3. Would not be living in the unit except to provide necessary supportive services. (See the definition of Annual Income for treatment of a Live-In Aid's income.)

Local Preference
A preference used by the PHA to select among applicant families without regard to their Federal preference status.

Low-Income Family
A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low-income family.

Major Life Activities
As used in the definition of Handicap, functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Manufactured Home
A structure, with or without a permanent foundation, which is built on a permanent chassis, is designed for use as a principle place of residence, and meets the HUD Housing Quality Standards set forth in 24 CFR, Part 8, Sections 882.109 and 887.473.

Manufactured Home Space
The space, leased by an Owner to an Assisted Family, on which the Manufactured Home owned and occupied by the Family is located. The space shall include all maintenance and management services necessary for decent, safe and sanitary housing, such as maintenance of utility lines, garbage and trash collection, and maintenance of roads, walkways and other common areas and facilities.

Marriage
Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Maximum Initial Rent Burden
When a family selects a unit with a gross rent exceeding the PHA payment standard, the PHA must determine whether the family's contribution to total housing costs may not exceed 40 percent of the family's monthly adjusted income when the family moves into the unit or signs the first assisted lease for that unit.

Medical Expenses
Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Medical expenses are allowable only for Elderly, Handicapped, or Disabled Families.)

Minor
A person who is under the age of legal competence, unless otherwise determined by State Law.

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.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Net Family Assets
1. Net cash value after deducting reasonable costs that would be incurred in disposing 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.
2. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
3. 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.

3. In determining Net Family Assets, the Authority shall include the value of any assets disposed of by an applicant or resident 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 therefore. 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 resident received important consideration not measurable in dollar terms.

Noncitizen
A person who is neither a citizen nor a national of the United States.

Normal Wear and Tear
Deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the resident, members of the resident's household, or by his/her invitees or guests. However, uncleanliness does not constitute normal wear and tear.

Owner
Any person or entity, including a cooperative, having the legal right to lease or sublease a unit to a participant.

Participant
A family that has been admitted to the PHA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment Standard
In the voucher program, an amount used by the PHA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The PHA adopts a payment standard for each bedroom size and for each fair market rent area in the PHA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

Person
Includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11 of the United States Code, receivers, and fiduciaries.

PHA Jurisdiction
The area in which the PHA is not legally barred from entering into Housing Assistance Contracts.

Physical or Mental Impairment
As used in the definition of Handicap, includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

   The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Portability
Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

Preference Over Single Persons
An applicant that is a one- or two-person elderly, disabled or displaced family, must be given a preference over an applicant that is a single person who is not an elderly, displaced person, or a person with disabilities.

Premises
The building or complex in which the dwelling units is located, including common areas and grounds.

Public Housing Agency (PHA)
Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in, or to assist in the development or operation of low-income housing.

Public Use Areas
Interior or exterior rooms or spaces of a building that are made available to the general public. Public use may be provided at a building that is privately or publicly owned.

Qualified Individual With Handicaps

1. With respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non-employment program or activity, an Individual With Handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

   Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient.

Reasonable Accommodation

Making alterations or adaptation to provide access to otherwise qualified individuals with handicaps or disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

Reasonable Rent

A rent to owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market: or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Receiving PHA

In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher, and provides program assistance to the family.

Regular Reexaminations

The Housing Authority must reexamine the income and composition of all families at least once every 12 months. The family is required to submit any certification, release, information or documentation that the Housing Authority or HUD has determined necessary.

The Housing Authority will adjust the Total Tenant Payment and Housing Assistance Payment to reflect the changes in income and family composition.

Related Lease Shared Housing
The type of Shared Housing in which the PHA enters into a single HAP Contract for two assisted Families residing in a Shared Housing unit.

Rental Certificate
A document issued by a PHA to a family selected for admission to the rental certificate program. The certificate describes the program, and the procedures for PHA approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Rent to Owner
The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

Rental Voucher
A document issued by a PHA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Resident
A person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Responsible Entity
The person or entity responsible for administering the restrictions on providing assistance to Noncitizens with ineligible immigration status:
1. For the Section 8 Rental Certificate, the Section 8 Rental Housing Voucher, and the Section 8 Moderate Rehabilitation programs, the housing authority (PHA) administering the program under an ACC with HUD.
2. For all other Section 8 programs, the owner.

Section 214
Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a). Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214. See also paragraph 1-2, Authority.

Section 214 Covered Programs
Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1065 (12 U.S.C. 1701s).

Section 504
Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as it applies to programs or activities receiving Federal financial assistance.

Setup Charges
Charges payable by an Assisted Family for assembling, skirting and anchoring the mobile home unit.

Single Family Residence
A structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

Single Person
A person who lives alone, or intends to live alone, and who does not qualify as an Elderly Family, a Displaced Person, or the Remaining Member of a Resident Family.

Single Room Occupancy Housing
A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities (as those facilities are defined in 24 CFR 882.109(a) and (b) and which is suitable for occupancy by a single eligible individual capable of independent living. The unit is located within a multifamily structure consisting of more than 12 units.

Social Security Number
The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

The Social Security Number has nine digits separated by hyphens, as follows: 000-00-0000. It does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System.

Special Admission

Admission of an applicant that is not on the PHA waiting list, or without considering the applicant's waiting list position.

Special Reexaminations
See Interim Reexaminations.

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

Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-head." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs. This definition applies to Restrictions on Assistance to Noncitizen.

State
Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian tribes.

Statement of Family Responsibility
An agreement, in the form prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the two parties.

Subsidy Standards
Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions (see definition of "family unit size").

Suspension
Stopping the clock on the term of a family's certificate or voucher for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

Temporary Deferral
If temporary deferral of termination of assistance is granted, the deferral period shall be for an initial period not to exceed six (6) months. The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period for deferrals provided after November 29, 1996 shall not exceed a period of eighteen (18) months. The aggregate deferral period for deferrals granted prior to November 29, 1996 shall not exceed three (3) years. These time periods do not apply to a family that includes a refugee under section 207 of the Immigration and Nationality Act or an individual seeking asylum under section 208 of that Act.

Tenant
The person or persons (other than a live-in aide) who executed the lease as lessee of the dwelling unit.

Tenant-Based
Rental assistance that is not attached to the structure.

Tenant Rent
In the certificate program, the total tenant payment minus any utility allowance.

Term
Means the period of occupancy specified in the rental agreement.

Total Tenant Payment
Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982:

Total tenant payment is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

1. 30 percent of Monthly Adjusted Income;
2. 10 percent of Monthly Income, or:
3. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (C) of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
4. A minimum amount of tenant rent plus utility allowance as defined by the housing agency up to $50.00

Utility Allowance
If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Contract Rent, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the PHA or HUD under applicable sections of HUD regulations of the monthly costs 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 Charges
Costs payable by an Assisted Family for connecting its Manufactured Home to utilities such as water, gas, electrical and sewer lines.

Utility Reimbursement
In the certificate program, the amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment.

Very Low-Income Family
1. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
2. HUD may establish income limits higher or lower than 50 percent of the median income for the area, on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran
1. Any person honorably discharged from the Armed Forces of the United States, who serviced in World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.
2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six (6) months or less.

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 PHA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Waiting List Admission
An admission from the PHA waiting list.

Welfare Assistance
Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Section 8
Verification Policy
Appendix A

A. METHODS OF VERIFICATION AND AGE OF DATE (24 CFR 960.259 (c))

The Beaumont Housing Authority will verify information through the five methods of verification acceptable to HUD in the following order:

1. Up-front income verification (UIV)
2. Third-party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

Up-Front Income Verification

BHA will utilize up-front income verification tools, including TASS and the Work Number, whenever possible.

When HUD announces the availability of the UIV system for our PHA, we will utilize additional UIV tools, including a centralized computer matching system. BHA will pursue other computer matching agreements with federal, state, and local government agencies.

Use of Third-Party Verification to Supplement Up-Front Income Verification

Up-front income verification replaces, to the maximum extent possible, the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to complement up-front income verification. Up-front income verification should not be considered an automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation, such as original, current tenant-provided documents.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source.

Third-party written verification forms will be sent and returned via first-class mail. The

family will be required to sign an authorization allowing the information source to release the specified information.

Two attempts to obtain third-party verification will be made before relying on another method.

Verifications received electronically directly from the source are considered their-party written verifications.

Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. BHA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

BHA will allow two weeks for return of third-party verifications.

If third-party written verification is not used, BHA will document the reasons in the file.

Verifications are valid for 90 days from date of receipt.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, BHA must originate the call. If third-party verification is not available, the housing authority will compare the specified information to any documents provided by the family.

Review of Documents

In the event that third-party written or oral verification is unavailable or information has not been verified by a third-party within four weeks, BHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will complete a Certification of Document Viewed or Person Contacted form.

The BHA will accept the following documents from families providing that tampering can be easily noted:

- Printed wage stubs

- Computer printouts from employers
- Signed letters (provided that the information is confirmed by phone)
- Other documents identified by BHA as acceptable verification

BHA will accept faxed documents.
BHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the housing authority will contact the third-party source and the family to resolve differences.

BHA will allow up to one week for families to provided documents when third-party verification is impossible to obtain.

BHA will not delay the processing of an application beyond 45 days because a third-party information provider does not return verification in a timely manner.

Self-Certification/Self-Declaration

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement signed under penalty of perjury in the presence of a witness.

BHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

Verification of Social Security Benefits

BHA shall use the TASS system to obtain current benefit history and discrepancy reports.

If unable to obtain current information from the TASS system, BHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information.

SSA may not make this data available due to the TASS system, if this occurs, BHA may call SSA, with the tenant on the line, to obtain current benefit amount.

BHA may accept an original SSA notice from the tenant, however, BHA must document in the tenant file, the reason third party verification was not available.

Up-Front Income Verification (UIV) Security System
Appendix B

- BHA users must have a valid For HUD-9886, Authorization for the Release of Information/Privacy Act, signed by all household members who are at least 18 years of age, to view income data in the UIV system; alternative consent forms are not acceptable for PHA use of HUD's UIV and TASS systems.

- Tenant data must only be used for verification of tenant income and eligibility.

- Tenant data must not be disclosed in any way that would violate the privacy of the individuals represented in the system

- Tenants must be provided with access to their records upon request and given the opportunity to contest the contents of the record with the data provided (employer, SWICA (state wage information collection agencies), and the SSA)

- BHA must ensure that access rights, roles, and responsibilities within the PHA are appropriately and adequately assigned and monitored

- BHA must keep all user Ids and passwords from public view

- BHA must conduct quarterly reviews of all User Ids to determine if the user still needs access to UIV data

- BHA must file and maintain all information received from HUD systems in a secure area

- BHA must conduct security awareness training for all authorized UIV System users

- BHA must secure work areas. Workspaces should not allow unauthorized staff to view data on computer screens used for access to UIV and printers should be controlled so that printouts cannot be intercepted by unauthorized personnel

- BHA must provide locked storage for files containing private data

- When disposing of private data, documents should be shredded or destroyed to ensure that private data will not be compromised

HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available

The following guidelines are provided to assist PHAs in consistently and uniformly resolving income discrepancies.

HUD has established the criteria for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is $200 or more per month

UIV Income Data is Not Substantially Different than Tenant-Provided Income Information

UIV may alleviate the need for 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income.

In cases where UIV income data is **not** substantially different than tenant-reported income, PHAs should follow guidelines below:

- If UIV income data is less than **current** tenant-provided documentation, the PHA will use tenant-provided documents to calculate anticipated annual income.

- If UIV income data is more than **current** tenant-provided documentation, the PHA will use UIV income data to calculate anticipated annual income **unless** the tenant provides the PHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the PHA will use tenant-provided documents to calculate anticipated annual income.

UIV Income Data is Substantially Different than Tenant-Provided Income Information

In cases where UIV income data is substantially different than tenant-reported income, PHAs shall follow the guidelines below:

- The PHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(i).

- The PHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

- The PHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.

- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

Comments:

HUD recommends that tenant-provided documents should be dated within the last 60 days of the PHA interview date.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

Note that if the tenant disputes UIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, the PHA should request the tenant to provide the PHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the PHA interview date. The tenant may contact SSA at 1-(800) 772-1213 or visit their local SSA office.

Resources for Historical Income Data:

- Social Security Earnings Statement (summary of gross earnings for each year that the participant has worked in his/her lifetime) may be obtained from the Social Security Administration. Request for this document may be done via mail or online at www.ssa.gov

- Two years of earnings may be obtained from the UIV System or local State Wage Information Collection Agency (SWICA). This information is not available to PHAs in States that the local SWICA has entered into an agreement with HUD to obtain wage and unemployment compensation data.

- Last eight (8) amounts of Social Security benefits paid to a participant (or household member) may be obtained from the TASS or UIV system.

Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24P023501-01**	**2001**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/Revision Number_____ ☒ Performance and Evaluation Report for Program Year Ending 03/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$121,193.00	$121,193.00	$121,193.00	$121,193.00	
3	1408	Management Improvements	$240,000.00	$240,000.00	$240,000.00	$240,000.00	
4	1410	Administration	$72,761.00	$72,761.00	$72,761.00	$72,761.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$61,042.00	$62,991.67	$62,991.67	$51,596.09	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$120,000.00	$44,453.65	$44,453.65	$44,453.65	
10	1460	Dwelling Structures	$387,432.00	$477,282.69	$477,282.69	$147,079.30	
11	1465.1	Dwelling Equipment-Nonexpendable	$17,500.00	$18,347.65	$18,347.65	$18,347.65	
12	1470	Nondwelling Structures	$35,000.00	$162.30	$162.30	$162.30	
13	1475	Nondwelling Equipment	$7,000.00	$37,000.00	$37,000.00	$30,528.00	
14	1485	Demolition	$141,000.00	$131,924.44	$131,924.44	$131,924.44	
15	1495.1	Relocation Cost	$9,000.00	$5,811.60	$5,811.60	$5,811.60	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$1,211,928.00	$1,211,928.00	$1,211,928.00	$863,857.03	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$75,000.00	$75,000.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide	Operating Costs	1406		$121,193.00	$121,193.00	$121,193.00	$121,193.00	
HA-Wide	Security Guards, Mod Coordinator	1408		$240,000.00	$240,000.00	$240,000.00	$240,000.00	
Mgmt. Improvmts	Rent Collection, Resident Screening			$0.00				
	Econ Dev/Job Training							
	Tenant Patrols							
"	Lighting & Defensible Space							
	Resident Council Assistance							
"	Management Training							
			Total 1408	$240,000.00	$240,000.00	$240,000.00	$240,000.00	
HA-Wide	Administration	1410		$72,761.00	$72,761.00	$72,761.00	$72,761.00	
HA-Wide	Fees and Costs	1430		$61,042.00	$62,991.67	$62,991.67	$51,596.09	
HA-Wide	Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide	Dwelling Structures	1460		$0.00	$0.00	$0.00	$0.00	
"	Dwelling Equipmen	1465		$0.00	$0.00	$0.00	$0.00	
"	Non-dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
"	Non-dwelling Equipmen	1475		$0.00	$30,000.00	$30,000.00	$23,528.00	
"	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
"	Relocation Costs	1495.1		$9,000.00	$5,811.60	$5,811.60	$5,811.60	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:** Landscaping, Sidewalks, Parking Curbs, Playground	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Siding, Screen Doors, Screens	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: Vent Hoods, Tub Surround, Flooring Water Htrs, Cabinets, Plumbing Fixt. Toilets, Light Fixtures	1460		$0.00	$19,615.95	$19,615.95	$0.00	
			Total DUs:	$0.00	$19,615.95	$19,615.95	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: Community Room	1470		$35,000.00	$162.30	$162.30	$162.30	
			Total SWFs:	$35,000.00	$162.30	$162.30	$162.30	
	Nondwelling Equipment: Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$35,000.00	$19,778.25	$19,778.25	$162.30	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:** Landscape, Sidewalk, Parkin	1450		$120,000.00	$34,453.65	$34,453.65	$34,453.65	
			Total Site:	$120,000.00	$34,453.65	$34,453.65	$34,453.65	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: Complete Modernization; wiring cabinets, floors, etc	1460		$387,432.00	$137,282.69	$137,282.69	$137,282.69	
			Total DUs:	$387,432.00	$137,282.69	$137,282.69	$137,282.69	
	Dwelling Equipment: Appliances	1465.1		$17,500.00	$18,347.65	$18,347.65	$18,347.65	
			Total D.E.:	$17,500.00	$18,347.65	$18,347.65	$18,347.65	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition Demolition of Building & Clear Lot	1485		$141,000.00	$131,924.44	$131,924.44	$131,924.44	
			Total SWFs:	$141,000.00	$131,924.44	$131,924.44	$131,924.44	
	Nondwelling Equipment: Maintenance Equipmen	1475		$7,000.00	$7,000.00	$7,000.00	$7,000.00	
			Total NDE:	$7,000.00	$7,000.00	$7,000.00	$7,000.00	
Total	**TX023-003**		Project Total:	$672,932.00	$329,008.43	$329,008.43	$329,008.43	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-004 Lucas	Landscaping, Sidewalks, Curbs Parking, Benches/Tables, Gazeb	1450		$0.00	$0.00	$0.00	$0.00	
Grand Pine			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Paint, A/C Units, Ceiling Fans, Wate Heaters, Peep Holes, Porch Light Floors, Toilets, Hand Rail	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-005	Landscaping, Fencing, Sidewalks	1450		$0.00	$10,000.00	$10,000.00	$10,000.00	
Tracewood	Parking, Curbs, Playground, Roo							
			Total Site:	$0.00	$10,000.00	$10,000.00	$10,000.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$0.00	$250,384.05	$250,384.05	$721.80	
			Total B.E.:	$0.00	$250,384.05	$250,384.05	$721.80	
	Dwelling Units:							
	Cabinets, Paint, Floors, Doors, Stairs	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
		1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$0.00	$260,384.05	$260,384.05	$10,721.80	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites	Landscape, Sidewalks, Curbs, Driveways, Moc	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$0.00	$70,000.00	$70,000.00	$9,074.81	
			Total B.E.:	$0.00	$70,000.00	$70,000.00	$9,074.81	
	Dwelling Units:							
	Cabinets, Water Heaters, Flooring Doors	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$0.00	$70,000.00	$70,000.00	$9,074.81	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-013	Landscape, Sidewalks, Curbs	1450		$0.00	$0.00	$0.00	$0.00	
Scattered Sites	Driveways							
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Water Heaters, Flooring, Cabinets	1460		$0.00	$0.00	$0.00	$0.00	
	Doors							
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers	1465.1		$0.00	$0.00	$0.00	$0.00	
	Dryers							
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:** Landscape, Fencing, Sidwalks Curbs, Driveways	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roofs, Siding	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: Floors, Cabinets, Doors, Plumbin	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Operating Costs	03/31/03	09/30/03		09/30/03			
Security Guards, Mod Coordinator,	03/31/04	09/30/03		09/30/04			
Rent Collection, Resident Screening,	03/31/04	09/30/03		09/30/04			
Econ Dev/Job Training	03/31/04	09/30/03		09/30/04			
Tenant Patrols	03/31/04	09/30/03		09/30/04			
Lighting & Defensible Space	03/31/04	09/30/03		09/30/04			
Resident Council Assistance	03/31/04	09/30/03		09/30/04			
Administration	03/31/04	09/30/03		09/30/04			
Fees and Costs	06/30/04	09/30/03		03/31/05			
TX023-002 Magnolia Gardens	09/30/03	09/30/03		09/30/04			
TX023-003 Concord Homes	09/30/04	09/30/03		09/30/05			
TX023-004 Lucas Gardens & Grand Pines	09/30/03	09/30/03		09/30/04			
TX023-005 Tracewood I & II	09/30/03	09/30/03		09/30/04			
TX023-011 Scattered Sites	09/30/04	09/30/03		09/30/06			
TX023-013 Scattered Sites	09/30/04	09/30/03		09/30/06			
TX023-009 Homeownership	09/30/04	09/30/03		09/30/06			

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref. Handbook 7485.3

Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24P023501-04**	**2004**

[X] Original Annual Statement [ ] Reserve for Disaster/Emergencies [ ] Revised Annual Statement/R [ ] Performance and Evaluation Report for Program Year Ending

[ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$187,890.00	$0.00	$0.00	$0.00	
3	1408	Management Improvements	$187,890.00	$0.00	$0.00	$0.00	
4	1410	Administration	$93,945.00	$0.00	$0.00	$0.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$22,800.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$39,900.00	$0.00	$0.00	$0.00	
10	1460	Dwelling Structures	$286,291.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$34,200.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$8,550.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$13,680.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$7,305.00	$0.00	$0.00	$0.00	
15	1495.1	Relocation Cost	$11,400.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$45,600.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$939,451.00	$0.00	$0.00	$0.00	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$50,000.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide	Operating Costs	1406		$187,890.00	$0.00	$0.00	$0.00	
HA-Wide Mgmt. Improvmts	Security Guards, Mod Coordinator Rent Collection, Resident Screening Econ Dev/Job Training	1408		$187,890.00	$0.00	$0.00	$0.00	
"	Tenant Patrols Software Training							
"	Resident Council Assistance Management Training							
			Total 1408	$187,890.00	$0.00	$0.00	$0.00	
HA-Wide	Administration	1410		$93,945.00	$0.00	$0.00	$0.00	
HA-Wide	Fees and Costs	1430		$22,800.00	$0.00	$0.00	$0.00	
HA-Wide	Site Improvements Lighting	1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide	Dwelling Structures	1460		$0.00	$0.00	$0.00	$0.00	
"	Dwelling Equipmen	1465		$34,200.00	$0.00	$0.00	$0.00	
"	Non-dwelling Structures Office Enhancement, Roof, A/C	1470		$0.00	$0.00	$0.00	$0.00	
"	Non-dwelling Equipmen Tools, Equipment, Vehicles, Computer	1475		$13,680.00	$0.00	$0.00	$0.00	
"	Demolition	1485		$7,305.00	$0.00	$0.00	$0.00	
"	Relocation Costs	1495.1		$11,400.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:** Landscaping, Sidewalks, Parking Curbs, Playground	1450		$5,700.00	$0.00	$0.00	$0.00	
			Total Site:	$5,700.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Siding, Screen Doors, Screens, Roofs	1460		$52,591.00	$0.00	$0.00	$0.00	
			Total B.E.:	$52,591.00	$0.00	$0.00	$0.00	
	Dwelling Units: Vent Hoods, Tub Surround, Flooring Water Htrs, Cabinets, Plumbing Fixt. Toilets, Light Fixtures	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: Community Room	1470		$2,850.00	$0.00	$0.00	$0.00	
			Total SWFs:	$2,850.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$61,141.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:** Landscape, Playground, Fencing	1450		$11,400.00	$0.00	$0.00	$0.00	
			Total Site:	$11,400.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roof, Siding	1460		$28,500.00	$0.00	$0.00	$0.00	
			Total B.E.:	$28,500.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition Demolition of Building & Clear Lots	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Maintenance Equipmen	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$39,900.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-004 Lucas	Landscaping, Sidewalks, Curbs Parking, Benches/Tables, Gazeb	1450		$5,700.00	$0.00	$0.00	$0.00	
Grand Pine			Total Site:	$5,700.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding, Screens	1460		$51,300.00	$0.00	$0.00	$0.00	
			Total B.E.:	$51,300.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Paint, A/C Units, Ceiling Fans, Wate	1460		$0.00	$0.00	$0.00	$0.00	
	Heaters, Peep Holes, Porch Light: Floors, Toilets, Hand Rails, Emerg Alarr		Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$2,850.00	$0.00	$0.00	$0.00	
			Total SWFs:	$2,850.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$59,850.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-005	Landscaping, Fencing, Sidewalks	1450		$5,700.00	$0.00	$0.00	$0.00	
Tracewood	Parking, Curbs, Playground							
			Total Site:	$5,700.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs, Screens	1460		$51,300.00	$0.00	$0.00	$0.00	
			Total B.E.:	$51,300.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Paint, Floors, Doors, Stairs	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$2,850.00	$0.00	$0.00	$0.00	
			Total SWFs:	$2,850.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
		1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$59,850.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites	Landscape, Sidewalks, Curbs, Driveways	1450		$5,700.00	$0.00	$0.00	$0.00	
			Total Site:	$5,700.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs, Screens	1460		$51,300.00	$0.00	$0.00	$0.00	
			Total B.E.:	$51,300.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Water Heaters, Flooring Doors, A/C Units	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$57,000.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-013	Landscape, Sidewalks, Curbs	1450		$5,700.00	$0.00	$0.00	$0.00	
Scattered Sites	Driveways							
			Total Site:	$5,700.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding, Screens	1460		$51,300.00	$0.00	$0.00	$0.00	
			Total B.E.:	$51,300.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Water Heaters, Flooring, Cabinets Doors, A/C	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$57,000.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:**							
	Landscape, Fencing, Sidwalks Curbs, Driveways	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Floors, Cabinets, Doors, Plumbin A/C Units	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washer, Drye	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Operating Costs	09/30/06			09/30/08			
Security Guards, Mod Coordinator,	09/30/06			09/30/08			
Rent Collection, Resident Screening,	09/30/06			09/30/08			
Econ Dev/Job Training	09/30/06			09/30/08			
Tenant Patrols	09/30/06			09/30/08			
Software Training	09/30/06			09/30/08			
Resident Council Assistance	09/30/06			09/30/08			
Administration	09/30/06			09/30/08			
Fees and Costs	09/30/06			09/30/08			
TX023-002 Magnolia Gardens	09/30/06			09/30/08			
TX023-003 Concord Homes	09/30/06			09/30/08			
TX023-004 Lucas Gardens & Grand Pines	09/30/08			09/30/08			
TX023-005 Tracewood I & II	09/30/08			09/30/08			
TX023-011 Scattered Sites	09/30/08			09/30/08			
TX023-013 Scattered Sites	09/30/08			09/30/08			
TX023-009 Homeownership	09/30/08			09/30/08			

Signature of Executive Director and Date

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Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24R023501-03**	**2003**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/R ☒ Performance and Evaluation Report for Program Year Ending 03/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$0.00	$0.00	$0.00	$0.00	
3	1408	Management Improvements	$0.00	$0.00	$0.00	$0.00	
4	1410	Administration	$0.00	$0.00	$0.00	$0.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$0.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$0.00	$0.00	$0.00	$0.00	
10	1460	Dwelling Structures	$0.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1499	Development Activity	$72,160.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$72,160.00	$0.00	$0.00	$0.00	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$0.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide		1406		$0.00	$0.00	$0.00	$0.00	
HA-Wide Mgmt. Improvmts		1408		$0.00	$0.00	$0.00	$0.00	
"								
"								
			Total 1408	$0.00	$0.00	$0.00	$0.00	
HA-Wide		1410		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1430		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1460		$0.00	$0.00	$0.00	$0.00	
"		1465		$0.00	$0.00	$0.00	$0.00	
"		1470		$0.00	$0.00	$0.00	$0.00	
"		1475		$0.00	$0.00	$0.00	$0.00	
"		1485		$0.00	$0.00	$0.00	$0.00	
"	Development Activity	1499		$72,160.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-004 Lucas Grand Pine	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-005 Tracewood	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites		1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-013 Scattered Sites	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

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Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
TX023 HA Wide	09/30/06			09/30/08			

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator and Date
X	X

(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

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24P023501-03**	**2003**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/R ☒ Performance and Evaluation Report for Program Year Ending 03/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$164,362.00	$0.00	$164,362.00	$25,322.39	
3	1408	Management Improvements	$164,362.00	$0.00	$164,362.00	$62,937.27	
4	1410	Administration	$82,181.00	$0.00	$82,181.00	$41,659.17	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$25,000.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$113,908.00	$0.00	$249.92	$249.92	
10	1460	Dwelling Structures	$124,500.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$35,000.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$42,500.00	$0.00	$24.04	$24.04	
13	1475	Nondwelling Equipment	$60,000.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1495.1	Relocation Cost	$10,000.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$821,813.00	$0.00	$411,178.96	$130,192.79	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$5,000.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

Signature of Public Housing Director or Office of Native American Programs Administrator & Date:

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facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide	Operating Costs	1406		$164,362.00	$0.00	$164,362.00	$25,322.39	
HA-Wide Mgmt. Improvmts	Security Guards, Mod Coordinator Rent Collection, Resident Screening Econ Dev/Job Training	1408		$164,362.00	$0.00	$164,362.00	$62,937.27	
"	Tenant Patrols Software Training							
"	Resident Council Assistance Management Training							
			Total 1408	$164,362.00	$0.00	$164,362.00	$62,937.27	
HA-Wide	Administration	1410		$82,181.00	$0.00	$82,181.00	$41,659.17	
HA-Wide	Fees and Costs	1430		$25,000.00	$0.00	$0.00	$0.00	
HA-Wide	Site Improvements Lighting	1450		$22,933.00	$0.00	$0.00	$0.00	
HA-Wide	Dwelling Structures	1460		$0.00	$0.00	$0.00	$0.00	
"	Dwelling Equipmen	1465		$9,500.00	$0.00	$0.00	$0.00	
"	Non-dwelling Structures Office Enhancement, Roof, A/C	1470		$42,500.00	$0.00	$0.00	$0.00	
"	Non-dwelling Equipmen Tools, Equipment, Vehicles, Computer	1475		$55,750.00	$0.00	$0.00	$0.00	
"	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
"	Relocation Costs	1495.1		$10,000.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:** Landscaping, Sidewalks, Parking Curbs, Playground	1450		$2,000.00	$0.00	$0.00	$0.00	
			Total Site:	$2,000.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Siding, Screen Doors, Screens, Roofs	1460		$15,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$15,000.00	$0.00	$0.00	$0.00	
	Dwelling Units: Vent Hoods, Tub Surround, Flooring Water Htrs, Cabinets, Plumbing Fixt. Toilets, Light Fixtures	1460		$15,000.00	$0.00	$0.00	$0.00	
			Total DUs:	$15,000.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$10,000.00	$0.00	$0.00	$0.00	
			Total D.E.:	$10,000.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Tables, Chairs, Tools	1475		$250.00	$0.00	$0.00	$0.00	
			Total NDE:	$250.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$42,250.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:** Landscape, Playground, Fencing	1450		$25,000.00	$0.00	$0.00	$0.00	
			Total Site:	$25,000.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roof, Siding	1460		$5,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$5,000.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition Demolition of Building & Clear Lots	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Maintenance Equipmen	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$30,000.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-004	Landscaping, Sidewalks, Curbs	1450		$7,500.00	$0.00	$0.00	$0.00	
Lucas	Parking, Benches/Tables, Gazeb							
Grand Pine			Total Site:	$7,500.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$25,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$25,000.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Paint, A/C Units, Ceiling Fans, Wate	1460		$30,500.00	$0.00	$24.04	$24.04	
	Heaters, Peep Holes, Porch Light							
	Floors, Toilets, Hand Rails, Emerg Alarr		Total DUs:	$30,500.00	$0.00	$24.04	$24.04	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$7,500.00	$0.00	$0.00	$0.00	
			Total D.E.:	$7,500.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	Tables, Chairs, Tools	1475		$4,000.00	$0.00	$0.00	$0.00	
			Total NDE:	$4,000.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$74,500.00	$0.00	$24.04	$24.04	

Signature of Executive Director and Date

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-005	Landscaping, Fencing, Sidewalks	1450		$2,500.00	$0.00	$249.92	$249.92	
Tracewood	Parking, Curbs, Playground							
			Total Site:	$2,500.00	$0.00	$249.92	$249.92	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$5,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$5,000.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Paint, Floors, Doors, Stairs	1460		$5,000.00	$0.00	$0.00	$0.00	
			Total DUs:	$5,000.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$3,000.00	$0.00	$0.00	$0.00	
			Total D.E.:	$3,000.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
		1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$15,500.00	$0.00	$249.92	$249.92	

Signature of Executive Director and Date

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites	Landscape, Sidewalks, Curbs, Driveways	1450		$35,475.00	$0.00	$0.00	$0.00	
			Total Site:	$35,475.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$5,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$5,000.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Water Heaters, Flooring Doors, A/C Units	1460		$5,500.00	$0.00	$0.00	$0.00	
			Total DUs:	$5,500.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$2,500.00	$0.00	$0.00	$0.00	
			Total D.E.:	$2,500.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$48,475.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-013 Scattered Sites	Landscape, Sidewalks, Curbs Driveways	1450		$17,500.00	$0.00	$0.00	$0.00	
			Total Site:	$17,500.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$4,000.00	$0.00	$0.00	$0.00	
			Total B.E.:	$4,000.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Water Heaters, Flooring, Cabinets Doors, A/C	1460		$4,500.00	$0.00	$0.00	$0.00	
			Total DUs:	$4,500.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$1,000.00	$0.00	$0.00	$0.00	
			Total D.E.:	$1,000.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$27,000.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:** Landscape, Fencing, Sidwalks Curbs, Driveways	1450		$1,000.00	$0.00	$0.00	$0.00	
			Total Site:	$1,000.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roofs, Siding	1460		$2,500.00	$0.00	$0.00	$0.00	
			Total B.E.:	$2,500.00	$0.00	$0.00	$0.00	
	Dwelling Units: Floors, Cabinets, Doors, Plumbin A/C Units	1460		$2,500.00	$0.00	$0.00	$0.00	
			Total DUs:	$2,500.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators, Washer, Drye	1465.1		$1,500.00	$0.00	$0.00	$0.00	
			Total D.E.:	$1,500.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$7,500.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

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Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Operating Costs	09/30/05			09/30/07			
Security Guards, Mod Coordinator,	09/30/05			09/30/07			
Rent Collection, Resident Screening,	09/30/05			09/30/07			
Econ Dev/Job Training	09/30/05			09/30/07			
Tenant Patrols	09/30/05			09/30/07			
Software Training	09/30/05			09/30/07			
Resident Council Assistance	09/30/05			09/30/07			
Administration	09/30/05			09/30/07			
Fees and Costs	09/30/05			09/30/07			
TX023-002 Magnolia Gardens	09/30/05			09/30/07			
TX023-003 Concord Homes	09/30/05			09/30/07			
TX023-004 Lucas Gardens & Grand Pines	09/30/05			09/30/07			
TX023-005 Tracewood I & II	09/30/05			09/30/07			
TX023-011 Scattered Sites	09/30/05			09/30/07			
TX023-013 Scattered Sites	09/30/05			09/30/07			
TX023-009 Homeownership	09/30/05			09/30/07			

Signature of Executive Director and Date

X

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

X

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

Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24P024502-03**	**2003**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/R ☒ Performance and Evaluation Report for Program Year Ending 03/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$37,762.00	$0.00	$0.00	$0.00	
3	1408	Management Improvements	$37,543.00	$0.00	$0.00	$0.00	
4	1410	Administration	$18,881.00	$0.00	$0.00	$0.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$5,750.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$26,198.00	$0.00	$0.00	$0.00	
10	1460	Dwelling Structures	$28,815.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$8,050.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$9,775.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$13,742.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1495.1	Relocation Cost	$2,300.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$188,816.00	$0.00	$0.00	$0.00	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$5,000.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide	Operating Costs	1406		$37,762.00	$0.00	$0.00	$0.00	
HA-Wide	Security Guards, Mod Coordinator	1408		$37,543.00	$0.00	$0.00	$0.00	
Mgmt. Improvmts	Rent Collection, Resident Screening Econ Dev/Job Training							
"	Tenant Patrols Software Training							
"	Resident Council Assistance Management Training							
			Total 1408	$37,543.00	$0.00	$0.00	$0.00	
HA-Wide	Administration	1410		$18,881.00	$0.00	$0.00	$0.00	
HA-Wide	Fees and Costs	1430		$5,750.00	$0.00	$0.00	$0.00	
HA-Wide	Site Improvements Lighting	1450		$5,274.00	$0.00	$0.00	$0.00	
HA-Wide	Dwelling Structures	1460		$0.00	$0.00	$0.00	$0.00	
"	Dwelling Equipmen	1465		$2,185.00	$0.00	$0.00	$0.00	
"	Non-dwelling Structures Office Enhancement, Roof, A/C	1470		$9,775.00	$0.00	$0.00	$0.00	
"	Non-dwelling Equipmen Tools, Equipment, Vehicles, Computer	1475		$12,822.00	$0.00	$0.00	$0.00	
"	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
"	Relocation Costs	1495.1		$2,300.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:** Landscaping, Sidewalks, Parking Curbs, Playground	1450		$460.00	$0.00	$0.00	$0.00	
			Total Site:	$460.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Siding, Screen Doors, Screens, Roofs	1460		$4,600.00	$0.00	$0.00	$0.00	
			Total B.E.:	$4,600.00	$0.00	$0.00	$0.00	
	Dwelling Units: Vent Hoods, Tub Surround, Flooring Water Htrs, Cabinets, Plumbing Fixt. Toilets, Light Fixtures	1460		$2,300.00	$0.00	$0.00	$0.00	
			Total DUs:	$2,300.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$2,300.00	$0.00	$0.00	$0.00	
			Total D.E.:	$2,300.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$9,660.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:** Landscape, Playground, Fencing	1450		$5,750.00	$0.00	$0.00	$0.00	
			Total Site:	$5,750.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roof, Siding	1460		$1,150.00	$0.00	$0.00	$0.00	
			Total B.E.:	$1,150.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition Demolition of Building & Clear Lots	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Maintenance Equipmen	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$6,900.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-004	Landscaping, Sidewalks, Curbs	1450		$1,725.00	$0.00	$0.00	$0.00	
Lucas	Parking, Benches/Tables, Gazeb							
Grand Pine			Total Site:	$1,725.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$10,645.00	$0.00	$0.00	$0.00	
			Total B.E.:	$10,645.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Paint, A/C Units, Ceiling Fans, Wate	1460		$2,300.00	$0.00	$0.00	$0.00	
	Heaters, Peep Holes, Porch Light							
	Floors, Toilets, Hand Rails, Emerg Alarr		Total DUs:	$2,300.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$1,725.00	$0.00	$0.00	$0.00	
			Total D.E.:	$1,725.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	Tables, Chairs, Tools	1475		$920.00	$0.00	$0.00	$0.00	
			Total NDE:	$920.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$17,315.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-005	Landscaping, Fencing, Sidewalks	1450		$575.00	$0.00	$0.00	$0.00	
Tracewood	Parking, Curbs, Playground							
			Total Site:	$575.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$920.00	$0.00	$0.00	$0.00	
			Total B.E.:	$920.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Paint, Floors, Doors, Stairs	1460		$1,380.00	$0.00	$0.00	$0.00	
			Total DUs:	$1,380.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$690.00	$0.00	$0.00	$0.00	
			Total D.E.:	$690.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
		1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$3,565.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites	Landscape, Sidewalks, Curbs, Driveways	1450		$8,159.00	$0.00	$0.00	$0.00	
			Total Site:	$8,159.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$2,070.00	$0.00	$0.00	$0.00	
			Total B.E.:	$2,070.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Cabinets, Water Heaters, Flooring Doors, A/C Units	1460		$345.00	$0.00	$0.00	$0.00	
			Total DUs:	$345.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$575.00	$0.00	$0.00	$0.00	
			Total D.E.:	$575.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$11,149.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-013	Landscape, Sidewalks, Curbs	1450		$4,025.00	$0.00	$0.00	$0.00	
Scattered Sites	Driveways							
			Total Site:	$4,025.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$1,725.00	$0.00	$0.00	$0.00	
			Total B.E.:	$1,725.00	$0.00	$0.00	$0.00	
	Dwelling Units:							
	Water Heaters, Flooring, Cabinets Doors, A/C	1460		$230.00	$0.00	$0.00	$0.00	
			Total DUs:	$230.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$230.00	$0.00	$0.00	$0.00	
			Total D.E.:	$230.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$6,210.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:** Landscape, Fencing, Sidwalks Curbs, Driveways	1450		$230.00	$0.00	$0.00	$0.00	
			Total Site:	$230.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roofs, Siding	1460		$575.00	$0.00	$0.00	$0.00	
			Total B.E.:	$575.00	$0.00	$0.00	$0.00	
	Dwelling Units: Floors, Cabinets, Doors, Plumbin A/C Units	1460		$575.00	$0.00	$0.00	$0.00	
			Total DUs:	$575.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators, Washer, Drye	1465.1		$345.00	$0.00	$0.00	$0.00	
			Total D.E.:	$345.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$1,725.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

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

X

(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 (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Operating Costs	09/30/05			09/30/07			
Security Guards, Mod Coordinator,	09/30/05			09/30/07			
Rent Collection, Resident Screening,	09/30/05			09/30/07			
Econ Dev/Job Training	09/30/05			09/30/07			
Tenant Patrols	09/30/05			09/30/07			
Software Training	09/30/05			09/30/07			
Resident Council Assistance	09/30/05			09/30/07			
Administration	09/30/05			09/30/07			
Fees and Costs	09/30/05			09/30/07			
TX023-002 Magnolia Gardens	09/30/05			09/30/07			
TX023-003 Concord Homes	09/30/05			09/30/07			
TX023-004 Lucas Gardens & Grand Pines	09/30/05			09/30/07			
TX023-005 Tracewood I & II	09/30/05			09/30/07			
TX023-011 Scattered Sites	09/30/05			09/30/07			
TX023-013 Scattered Sites	09/30/05			09/30/07			
TX023-009 Homeownership	09/30/05			09/30/07			

Signature of Executive Director and Date

X

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

X

(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

Five-Year Action Plan

Part I: Summary

Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (Exp. 7/31/98)

HA Name: **Housing Authority of the City of Beaumont**

Locality: (City/County & State) **Beaumont, Texas**

[X] Original [ ] Revision No:

A. Development Number/Name	Work Statement for Year 1 FFY: 2002	Work Statement for Year 2 FFY: 2003	Work Statement for Year 3 FFY: 2004	Work Statement for Year 4 FFY: 2005	Work Statement for Year 5 FFY: 2006
TX023-002 Magnolia Gardens		$101,000	$101,000	$91,000	$115,000
TX023-003 Concord Homes		$60,000	$20,000	$20,000	$26,000
TX023-011 Scattered Sites	**See**	$17,500	$32,000	$28,000	$90,000
TX023-013 Scattered Sites		$9,500	$12,000	$10,000	$47,000
TX023-004 Lucas Gardens/Grand Pine	**Annual**	$504,000	$352,000	$141,000	$73,000
TX023-005 Tracewood I & II		$37,000	$62,000	$234,000	$146,500
TX023-009 Homeownership	**Statement**	$19,000	$14,000	$14,000	$14,000
		$0	$0	$0	$0
Contingency		$0	$0	$0	$0
Total Physical Needs		$748,000	$593,000	$538,000	$511,500
C. Management Improvements		$125,000	$200,000	$220,000	$230,000
D. HA-Wide Nondwelling Structures & Equipment		$50,000	$50,000	$50,000	$50,000
E. Administration		$78,928	$78,928	$93,928	$100,428
F. Other (Fees & Costs and Relocation)		$90,000	$90,000	$90,000	$90,000
G. Operations		$59,543	$139,543	$159,543	$169,543
H. Demolition		$0	$0	$0	$0
I. Replacement Reserve		$0	$0	$0	$0
J. Mod Used for Development		$0	$0	$0	$0
K. Total CFP Funds		$1,151,471	$1,151,471	$1,151,471	$1,151,471
L. Total Non-CFP Funds		$0	$0	$0	$0
M. Grand Total		$1,151,471	$1,151,471	$1,151,471	$1,151,471

Signature of Executive Director and Date:

X

Signature of Public Housing Director/Office of Native American Programs Administrator and Date:

X

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ref Handbook 7485.3

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 2 FFY: 2003			Work Statement for Year 3 FFY: 2004		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	HA-WIDE Site:			**HA-Wide Physical Improvements**		
			$0	**HA-WIDE Site:** None		$0
See		Total Site:	$0		Total Site:	$0
	ON-DEMAND Mechanical and Electrical:			**ON-DEMAND Mechanical and Electrical:**		
Annual			$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**ON-DEMAND Building Exterior:**			**ON-DEMAND Building Exterior:**		
			$0	None		$0
		Total B.E.:	$0		Total B.E.:	$0
	ON-DEMAND Dwelling Units:			**ON-DEMAND Dwelling Units:**		
			$0	None		$0
		Total DUs:	$0		Total DUs:	$0
	HA-WIDE Dwelling Equipment:			**HA-WIDE Dwelling Equipment:**		
			$0	None		$0
		Total D.E.:	$0		Total D.E.:	$0
	HA-WIDE Interior Common Areas:			**HA-WIDE Interior Common Areas:**		
			$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	HA-WIDE Site-Wide Facilities:			**HA-WIDE Site-Wide Facilities:**		
	Community Rooms, Office Space		$10,000	None		$0
		Total SWFs:	$10,000		Total SWFs:	$0
	HA-WIDE Nondwelling Equipment:			**HA-WIDE Nondwelling Equipment:**		
	Tools, Maint Vehicles, Lawn Equip, Office Equip		$40,000	Tools, Maint Vehicles, Lawn Equip, Office Equip		$50,000
		Total NDE:	$40,000		Total NDE:	$50,000
	Subtotal of Estimated Cost		$50,000	Subtotal of Estimated Cost		$50,000

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 4 FFY: 2005			Work Statement for Year 5 FFY: 2006		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	HA-Wide Physical Improvements			**HA-Wide Physical Improvements**		
	HA-WIDE Site:			**HA-WIDE Site:**		
	None		$0	None		$0
See		Total Site:	$0		Total Site:	$0
	ON-DEMAND Mechanical and Electrical:			**ON-DEMAND Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**ON-DEMAND Building Exterior:**			**ON-DEMAND Building Exterior:**		
	None		$0	None		$0
		Total B.E.:	$0		Total B.E.:	$0
	ON-DEMAND Dwelling Units:			**ON-DEMAND Dwelling Units:**		
	None		$0	None		$0
		Total DUs:	$0		Total DUs:	$0
	HA-WIDE Dwelling Equipment:			**HA-WIDE Dwelling Equipment:**		
	None		$0	None		$0
		Total D.E.:	$0		Total D.E.:	$0
	HA-WIDE Interior Common Areas:			**HA-WIDE Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	HA-WIDE Site-Wide Facilities:			**HA-WIDE Site-Wide Facilities:**		
	None		$0			$0
		Total SWFs:	$0		Total SWFs:	$0
	HA-WIDE Nondwelling Equipment:			**HA-WIDE Nondwelling Equipment:**		
	Tools, Maint Vehicles, Lawn Equip, Office Equip		$50,000	Tools, Maint Vehicles, Lawn Equip, Office Equip		$50,000
		Total NDE:	$50,000		Total NDE:	$50,000
	Subtotal of Estimated Cost		$50,000	Subtotal of Estimated Cost		$50,000

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 2 FFY: 2003			Work Statement for Year 3 FFY: 2004		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-002 Magnolia Gardens			**TX023-002 Magnolia Gardens**		
	Site:			**Site:**		
	Landscape, Sidewalks/Curbs, Parking, Playground		$30,000	Landscape, Sidewalks/Curbs, Parking, Playground		$30,000
See		Total Site:	$30,000		Total Site:	$30,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	Vent Hoods		$2,000	Vent Hoods		$2,000
		Total M&E:	$2,000		Total M&E:	$2,000
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Screens, Screen Doors, Roofs		$10,000	Siding, Screens, Screen Doors, Roofs		$10,000
		Total B.E.:	$10,000		Total B.E.:	$10,000
	Dwelling Units:			**Dwelling Units:**		
	Tub Surround, Flooring, Wtr Htrs, Plmb Fxtrs, Cabinets		$27,000	Tub Surround, Flooring, Wtr Htrs, Plmb Fxtrs, Cabinets		$27,000
		Total DUs:	$27,000		Total DUs:	$27,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$32,000	Ranges, Refrigerators		$32,000
		Total D.E.:	$32,000		Total D.E.:	$32,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$101,000	Subtotal of Estimated Cost		$101,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-002 Magnolia Gardens			**TX023-002 Magnolia Gardens**		
	Site:			**Site:**		
	Landscape, Sidewalks/Curbs, Parking, Playground		$20,000	Landscape, Sidewalks/Curbs, Parking, Playground		$15,000
See		Total Site:	$20,000		Total Site:	$15,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	Vent Hoods		$2,000	Vent Hoods		$2,000
		Total M&E:	$2,000		Total M&E:	$2,000
Statement						
	Building Exterior:			**Building Exterior:**		
	Siding, Screens, Screen Doors, Roofs		$10,000	Siding, Screens, Screen Doors, Roofs		$10,000
		Total B.E.:	$10,000		Total B.E.:	$10,000
	Dwelling Units:			**Dwelling Units:**		
	Tub Surround, Flooring, Wtr Htrs, Pbg Fxtrs, Cabinets		$27,000	Tub Surround, Flooring, Wtr Htrs, Pbg Fxtrs, Cabinets		$72,000
		Total DUs:	$27,000		Total DUs:	$72,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$32,000	Ranges, Refrigerators		$16,000
		Total D.E.:	$32,000		Total D.E.:	$16,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$91,000	Subtotal of Estimated Cost		$115,000

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	TX023-003 Concord Homes			**TX023-003 Concord Homes**		
	Site:			**Site:**		
	Fencing, Landscape, Playground		$30,000	Fencing, Playground, Landscape		$20,000
See		Total Site:	$30,000		Total Site:	$20,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
			$0			$0
		Total B.E.:	$0		Total B.E.:	$0
	Dwelling Units:			**Dwelling Units:**		
			$0			$0
		Total DUs:	$0		Total DUs:	$0
	Dwelling Equipment:			**Dwelling Equipment:**		
			$0			$0
		Total D.E.:	$0		Total D.E.:	$0
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	Laundry Facility		$30,000	None		$0
		Total SWFs:	$30,000		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$60,000	Subtotal of Estimated Cost		$20,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-003 Concord Homes			**TX023-003 Concord Homes**		
	Site:			**Site:**		
	Landscape, Playground, Fencing		$20,000	Landscape, Playground, Fencing		$10,000
See		Total Site:	$20,000		Total Site:	$10,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
			$0			$0
		Total B.E.:	$0		Total B.E.:	$0
	Dwelling Units:			**Dwelling Units:**		
			$0			$0
		Total DUs:	$0		Total DUs:	$0
	Dwelling Equipment:			**Dwelling Equipment:**		
			$0	Ranges, Refrigerators		$16,000
		Total D.E.:	$0		Total D.E.:	$16,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$20,000	Subtotal of Estimated Cost		$26,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-011 Scattered Sites			**TX023-011 Scattered Sites**		
	Site:			**Site:**		
	Landscape, Sidewalks, Curbs, Driveways		$2,500	Landscape, Sidewalks, Curbs, Driveways		$10,000
See		Total Site:	$2,500		Total Site:	$10,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Roofs, Siding		$10,000	Roofs, Siding		$10,000
		Total B.E.:	$10,000		Total B.E.:	$10,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Water Heaters, Floors, Doors		$5,000	Cabinets, Water Heaters, Floors, Doors		$5,000
		Total DUs:	$5,000		Total DUs:	$5,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	None		$0	Ranges, Refrigerators, Washers, Dryers		$7,000
		Total D.E.:	$0		Total D.E.:	$7,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$17,500	Subtotal of Estimated Cost		$32,000

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	TX023-011 Scattered Sites			**TX023-011 Scattered Sites**		
	Site:			**Site:**		
	Landscape, Sidewalks, Curbs, Driveways		$5,000	None		$0
See		Total Site:	$5,000		Total Site:	$0
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Roofs, Siding		$10,000	Roofs, Siding		$35,000
		Total B.E.:	$10,000		Total B.E.:	$35,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Water Heaters, Floors, Doors		$9,000	Cabinets, Water Heaters, Floors, Doors		$19,000
		Total DUs:	$9,000		Total DUs:	$19,000
	Dwelling Equipment:			**Dwelling Equipment:**		
			$4,000	Ranges, Refrigerators, Washers, Dryers		$36,000
		Total D.E.:	$4,000		Total D.E.:	$36,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$28,000	Subtotal of Estimated Cost		$90,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-013 Scattered Sites			**TX023-013 Scattered Sites**		
	Site:			**Site:**		
	Landscape, Sidewalks, Curbs, Driveways		$1,500	Landscape, Sidewalks, Curbs, Driveways		$4,000
See		Total Site:	$1,500		Total Site:	$4,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Roofs, Siding		$6,000	Roofs, Siding		$6,000
		Total B.E.:	$6,000		Total B.E.:	$6,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$2,000	Cabinets, Floors, Water Heaters, Doors		$2,000
		Total DUs:	$2,000		Total DUs:	$2,000
	Dwelling Equipment:			**Dwelling Equipment:**		
			$0			$0
		Total D.E.:	$0		Total D.E.:	$0
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$9,500	Subtotal of Estimated Cost		$12,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-013 Scattered Sites			**TX023-013 Scattered Sites**		
	Site:			**Site:**		
	Landscape, Sidewalks, Curbs, Driveways		$4,000	Landscape, Sidewalks, Curbs, Driveways		$4,000
See		Total Site:	$4,000		Total Site:	$4,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Roofs		$4,000	Siding, Roofs		$9,000
		Total B.E.:	$4,000		Total B.E.:	$9,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$2,000	Cabinets, Floors, Water Heaters, Doors		$16,000
		Total DUs:	$2,000		Total DUs:	$16,000
	Dwelling Equipment:			**Dwelling Equipment:**		
			$0	Ranges, Refrigerators, Washers, Dryers		$18,000
		Total D.E.:	$0		Total D.E.:	$18,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$10,000	Subtotal of Estimated Cost		$47,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-004 Lucas Gardens/Grand Pine			**TX023-004 Lucas Gardens/Grand Pine**		
	Site:			**Site:**		
	Landscape, Sidewalks/Curbs, Parking, Benches, Tables, Gazebo		$25,000	Landscape, Sidewalks/Curbs, Parking, Benches, Tables, Gazebo		$40,000
See		Total Site:	$25,000		Total Site:	$40,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	HVAC, Ceiling Fans		$198,000	HVAC, Ceiling Fans		$11,000
		Total M&E:	$198,000		Total M&E:	$11,000
Statement						
	Building Exterior:			**Building Exterior:**		
	Roofs		$125,000	Roofs		$175,000
		Total B.E.:	$125,000		Total B.E.:	$175,000
	Dwelling Units:			**Dwelling Units:**		
	Paint, Water Heaters, Flooring, Hand Rails, Cabinets		$130,000	Paint, Water Heaters, Flooring, Hand Rails, Cabinets		$100,000
		Total DUs:	$130,000		Total DUs:	$100,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$26,000	Ranges, Refrigerators		$26,000
		Total D.E.:	$26,000		Total D.E.:	$26,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$504,000	Subtotal of Estimated Cost		$352,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-004 Lucas Gardens/Grand Pine			**TX023-004 Lucas Gardens/Grand Pine**		
	Site:			**Site:**		
	Sidewalks/Curbs, Parking, Landscape		$40,000	Sidewalks/Curbs, Parking, Landscape		$20,000
See		Total Site:	$40,000		Total Site:	$20,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Roofs		$75,000	None		$0
		Total B.E.:	$75,000		Total B.E.:	$0
	Dwelling Units:			**Dwelling Units:**		
	None		$0	None		$0
		Total DUs:	$0		Total DUs:	$0
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$26,000	Ranges, Refrigerators		$13,000
		Total D.E.:	$26,000		Total D.E.:	$13,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	Community Room		$40,000
		Total ICAs:	$0		Total ICAs:	$40,000
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$141,000	Subtotal of Estimated Cost		$73,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-005 Tracewood I & II			**TX023-005 Tracewood I & II**		
	Site:			**Site:**		
	Landscape, Fencing, Sidwalks, Curbs, Playground		$10,000	Landscape, Fencing, Sidwalks, Curbs, Playground		$5,000
See		Total Site:	$10,000		Total Site:	$5,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Roofs, Screens, Screen Doors, Soffett		$11,000	Siding, Roofs, Screens, Screen Doors, Soffett		$40,000
		Total B.E.:	$11,000		Total B.E.:	$40,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$2,000	Cabinets, Floors, Water Heaters, Doors		$3,000
		Total DUs:	$2,000		Total DUs:	$3,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$14,000	Ranges, Refrigerators		$14,000
		Total D.E.:	$14,000		Total D.E.:	$14,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$37,000	Subtotal of Estimated Cost		$62,000

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	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-005 Tracewood I & II			**TX023-005 Tracewood I & II**		
	Site:			**Site:**		
	Landscape, Fencing, Sidewalks, Playground		$85,000	Landscape, Fencing, Sidewalks, Playground		$25,000
See		Total Site:	$85,000		Total Site:	$25,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Roofs		$40,000	Siding, Roofs		$40,000
		Total B.E.:	$40,000		Total B.E.:	$40,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$95,000	Cabinets, Floors, Water Heaters, Doors		$75,000
		Total DUs:	$95,000		Total DUs:	$75,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$14,000	Ranges, Refrigerators		$6,500
		Total D.E.:	$14,000		Total D.E.:	$6,500
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$234,000	Subtotal of Estimated Cost		$146,500

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 2 FFY: 2003			Work Statement for Year 3 FFY: 2004		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-009 Homeownership			**TX023-009 Homeownership**		
	Site:			**Site:**		
	Landscape, Fences, Sidewalks, Curbs		$10,000	Landscape, Fences, Sidewalks, Curbs		$5,000
See		Total Site:	$10,000		Total Site:	$5,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Roofs		$6,000	Siding, Roofs		$6,000
		Total B.E.:	$6,000		Total B.E.:	$6,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$1,000	Cabinets, Floors, Water Heaters, Doors		$1,000
		Total DUs:	$1,000		Total DUs:	$1,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators		$2,000	Ranges, Refrigerators		$2,000
		Total D.E.:	$2,000		Total D.E.:	$2,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$19,000	Subtotal of Estimated Cost		$14,000

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 4 FFY: 2005			Work Statement for Year 5 FFY: 2006		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
	TX023-009 Homeownership			**TX023-009 Homeownership**		
	Site:			**Site:**		
	Landscape, Sidewalks, Curbs, Fences		$5,000	Landscape, Sidewalks, Curbs, Fences		$5,000
See		Total Site:	$5,000		Total Site:	$5,000
	Mechanical and Electrical:			**Mechanical and Electrical:**		
Annual	None		$0	None		$0
		Total M&E:	$0		Total M&E:	$0
Statement	**Building Exterior:**			**Building Exterior:**		
	Siding, Roofs		$6,000	Siding, Roofs		$6,000
		Total B.E.:	$6,000		Total B.E.:	$6,000
	Dwelling Units:			**Dwelling Units:**		
	Cabinets, Floors, Water Heaters, Doors		$1,000	Cabinets, Floors, Water Heaters, Doors		$1,000
		Total DUs:	$1,000		Total DUs:	$1,000
	Dwelling Equipment:			**Dwelling Equipment:**		
	Ranges, Refrigerators, Washers, Dryers		$2,000	Ranges, Refrigerators, Washers, Dryers		$2,000
		Total D.E.:	$2,000		Total D.E.:	$2,000
	Interior Common Areas:			**Interior Common Areas:**		
	None		$0	None		$0
		Total ICAs:	$0		Total ICAs:	$0
	Site-Wide Facilities:			**Site-Wide Facilities:**		
	None		$0	None		$0
		Total SWFs:	$0		Total SWFs:	$0
	Nondwelling Equipment:			**Nondwelling Equipment:**		
	None		$0	None		$0
		Total NDE:	$0		Total NDE:	$0
	Subtotal of Estimated Cost		$14,000	Subtotal of Estimated Cost		$14,000

Five-Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 2 FFY: 2003			Work Statement for Year 3 FFY: 2004		
	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 Annual Statement	Security Guards, Mod Coordinator		$50,000	Security Guards, Mod Coordinator		$100,000
	Rent Collection, Resident Screening		$10,000	Rent Collection, Resident Screening		$10,000
	Economic Development, Job Training		$10,000	Economic Development, Job Training		$20,000
	Tenant Patrols, Neighborhood Watch		$10,000	Tenant Patrols, Neighborhood Watch		$20,000
	Lighting & Defensible Space		$10,000	Lighting & Defensible Space		$10,000
	Resident Council Assistance		$10,000	Resident Council Assistance		$10,000
	Management Training		$25,000	Management Training		$30,000
	Subtotal of Estimated Cost		$125,000	Subtotal of Estimated Cost		$200,000

Five-Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

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

OMB Approval No. 2577-0157 (7/31/98)

Work Statement for Year 1 FFY: 2002	Work Statement for Year 4 FFY: 2005			Work Statement for Year 5 FFY: 2006		
	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 Annual Statement	Security Guards, Mod Coordinator		$100,000	Security Guards, Mod Coordinator		$110,000
	Rent Collection, Resident Screening		$25,000	Rent Collection, Resident Screening		$25,000
	Economic Development, Job Training		$25,000	Economic Development, Job Training		$25,000
	Tenant Patrols, Neighborhood Watch		$20,000	Tenant Patrols, Neighborhood Watch		$20,000
	Lighting & Defensible Space		$10,000	Lighting & Defensible Space		$10,000
	Resident Council Assistance		$10,000	Resident Council Assistance		$10,000
	Management Training		$30,000	Management Training		$30,000
	Subtotal of Estimated Cost		$220,000	Subtotal of Estimated Cost		$230,000

Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24R023501-02**	**2002**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/R ☒ Performance and Evaluation Report for Program Year Ending 03/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$0.00	$0.00	$0.00	$0.00	
3	1408	Management Improvements	$0.00	$0.00	$0.00	$0.00	
4	1410	Administration	$0.00	$0.00	$0.00	$0.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$0.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$0.00	$0.00	$0.00	$0.00	
10	1460	Dwelling Structures	$0.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1499	Development Activity	$11,153.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$11,153.00	$0.00	$0.00	$0.00	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$0.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide		1406		$0.00	$0.00	$0.00	$0.00	
HA-Wide Mgmt. Improvmts		1408		$0.00	$0.00	$0.00	$0.00	
"								
"								
			Total 1408	$0.00	$0.00	$0.00	$0.00	
HA-Wide		1410		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1430		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1460		$0.00	$0.00	$0.00	$0.00	
"		1465		$0.00	$0.00	$0.00	$0.00	
"		1470		$0.00	$0.00	$0.00	$0.00	
"		1475		$0.00	$0.00	$0.00	$0.00	
"		1485		$0.00	$0.00	$0.00	$0.00	
"	Development Activity	1499		$11,153.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-004 Lucas Grand Pine	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-005 Tracewood	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-011 Scattered Sites	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-013 Scattered Sites	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

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Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
TX023 HA Wide	09/30/06			09/30/08			

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities		All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (3)
		Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
TX023-002	Magnolia Gardens	09/30/03			09/30/04			
TX023-003	Concord Homes	09/30/04			09/30/05			
TX023-004	Lucas Gardens & Grand Pines	09/30/03			09/30/04			
TX023-005	Tracewood I & II	09/30/03			09/30/04			
TX023-011	Scattered Sites - 100 Units	09/30/04			09/30/06			
TX023-013	Scattered Sites - 50 Units	09/30/04			09/30/06			

Signature of Executive Director and Date

X

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

X

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Annual Statement /Performance and Evaluation Report

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24P023501-02**	**2002**

☐ Original Annual Statement ☐ Reserve for Disaster/Emergencies ☐ Revised Annual Statement/Revision Number_____ ☒ Performance and Evaluation Report for Program Year Ending 3/31/04

☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$194,759.00	$194,759.00	$194,759.00	$194,759.00	
3	1408	Management Improvements	$115,000.00	$115,000.00	$115,000.00	$115,000.00	
4	1410	Administration	$99,928.00	$99,928.00	$99,928.00	$99,928.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$38,847.00	$38,847.00	$38,845.00	$30,638.64	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$156,000.00	$156,000.00	$72,361.81	$72,361.81	
10	1460	Dwelling Structures	$400,500.00	$400,500.00	$79,201.40	$69,550.49	
11	1465.1	Dwelling Equipment-Nonexpendable	$70,000.00	$70,000.00	$36,325.74	$36,325.74	
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$45,284.00	$48,284.00	$45,286.00	$45,286.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1495.1	Relocation Cost	$20,000.00	$20,000.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$1,140,318.00	$1,143,318.00	$681,706.95	$663,849.68	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$75,000.00	$75,000.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

Signature of Public Housing Director or Office of Native American Programs Administrator & Date:

X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide	Operating Costs	1406		$194,759.00	$194,759.00	$194,759.00	$194,759.00	
HA-Wide	Security Guards, Mod Coordinator	1408		$115,000.00	$115,000.00	$115,000.00	$115,000.00	
Mgmt.	Rent Collection, Resident Screening			$0.00	$0.00	$0.00	$0.00	
Improvmts	Econ Dev/Job Training			$0.00	$0.00	$0.00	$0.00	
	Tenant Patrols			$0.00	$0.00	$0.00	$0.00	
"	Lighting & Defensible Space			$0.00	$0.00	$0.00	$0.00	
	Resident Council Assistance			$0.00	$0.00			
"	Management Training			$0.00	$0.00			
			Total 1408	$115,000.00	$115,000.00	$115,000.00	$115,000.00	
HA-Wide	Administration	1410		$99,928.00	$99,928.00	$99,928.00	$99,928.00	
HA-Wide	Fees and Costs	1430		$38,847.00	$38,847.00	$38,845.00	$30,638.64	
HA-Wide	Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide	Dwelling Structures	1460		$0.00	$0.00	$0.00	$0.00	
"	Dwelling Equipmen	1465		$70,000.00	$70,000.00	$36,325.74	$36,325.74	
"	Non-dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
"	Non-dwelling Equipmen	1475		$45,284.00	$48,284.00	$45,286.00	$45,286.00	
	Vehicles							
"	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
"	Relocation Costs	1495.1		$20,000.00	$20,000.00	$0.00	$0.00	

Signature of Executive Director and Date

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

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form HUD-52837 (10/96)
ref Handbook 7485.3

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:** Landscaping, Sidewalks, Parking Curbs, Playground	1450		$40,000.00	$40,000.00	$9,411.10	$9,411.10	
			Total Site:	$40,000.00	$40,000.00	$9,411.10	$9,411.10	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Siding, Screen Doors, Screens	1460		$10,000.00	$10,000.00	$10,000.00	$10,000.00	
			Total B.E.:	$10,000.00	$10,000.00	$10,000.00	$10,000.00	
	Dwelling Units: Vent Hoods, Tub Surround, Flooring Water Htrs, Cabinets, Plumbing Fixt. Toilets, Light Fixtures	1460		$29,000.00	$29,000.00	$29,000.00	$24,184.80	
			Total DUs:	$29,000.00	$29,000.00	$29,000.00	$24,184.80	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$79,000.00	$79,000.00	$48,411.10	$43,595.90	

Signature of Executive Director and Date

X

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

X

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:** Landscape, Playgrounc	1450		$50,000.00	$50,000.00	$6,083.60	$6,083.60	
			Total Site:	$50,000.00	$50,000.00	$6,083.60	$6,083.60	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition None	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$50,000.00	$50,000.00	$6,083.60	$6,083.60	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-004	Landscaping, Sidewalks, Curbs	1450		$50,000.00	$50,000.00	$42,210.00	$42,210.00	
Lucas	Parking, Benches/Tables, Gazeb							
Grand Pine			Total Site:	$50,000.00	$50,000.00	$42,210.00	$42,210.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs	1460		$175,000.00	$175,000.00	$0.00	$0.00	
			Total B.E.:	$175,000.00	$175,000.00	$0.00	$0.00	
	Dwelling Units:							
	Paint, A/C Units, Ceiling Fans, Wate	1460		$150,000.00	$150,000.00	$9,201.40	$9,201.40	
	Heaters, Peep Holes, Porch Light							
	Floors, Toilets, Hand Rail		Total DUs:	$150,000.00	$150,000.00	$9,201.40	$9,201.40	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	Community Room	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	Tables, Chairs, Tools	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$375,000.00	$375,000.00	$51,411.40	$51,411.40	

Signature of Executive Director and Date

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

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Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-005	Landscaping, Fencing, Sidewalks	1450		$10,000.00	$10,000.00	$10,000.00	$10,000.00	
Tracewood	Parking, Curbs, Playground							
			Total Site:	$10,000.00	$10,000.00	$10,000.00	$10,000.00	
	Mechanical and Electrical:							
		1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$13,000.00	$13,000.00	$13,000.00	$13,000.00	
			Total B.E.:	$13,000.00	$13,000.00	$13,000.00	$13,000.00	
	Dwelling Units:							
	Cabinets, Paint, Floors, Doors, Stairs	1460		$12,000.00	$12,000.00	$12,000.00	$7,164.29	
			Total DUs:	$12,000.00	$12,000.00	$12,000.00	$7,164.29	
	Dwelling Equipment:							
	Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
		1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
		1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$35,000.00	$35,000.00	$35,000.00	$30,164.29	

Signature of Executive Director and Date

X

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites	Landscape, Sidewalks, Curbs, Driveways	1450		$4,000.00	$4,000.00	$4,000.00	$4,000.00	
			Total Site:	$4,000.00	$4,000.00	$4,000.00	$4,000.00	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Siding, Roofs	1460		$3,000.00	$3,000.00	$3,000.00	$3,000.00	
			Total B.E.:	$3,000.00	$3,000.00	$3,000.00	$3,000.00	
	Dwelling Units:							
	Cabinets, Water Heaters, Flooring Doors	1460		$3,000.00	$3,000.00	$3,000.00	$3,000.00	
			Total DUs:	$3,000.00	$3,000.00	$3,000.00	$3,000.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$10,000.00	$10,000.00	$10,000.00	$10,000.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-013 Scattered Sites	Landscape, Sidewalks, Curbs Driveways	1450		$1,000.00	$1,000.00	$657.11	$657.11	
			Total Site:	$1,000.00	$1,000.00	$657.11	$657.11	
	Mechanical and Electrical:							
	None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:							
	Roofs, Siding	1460		$1,000.00	$1,000.00	$0.00	$0.00	
			Total B.E.:	$1,000.00	$1,000.00	$0.00	$0.00	
	Dwelling Units:							
	Water Heaters, Flooring, Cabinets Doors	1460		$1,000.00	$1,000.00	$0.00	$0.00	
			Total DUs:	$1,000.00	$1,000.00	$0.00	$0.00	
	Dwelling Equipment:							
	Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:							
	None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:							
	None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$3,000.00	$3,000.00	$657.11	$657.11	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:** Landscape, Fencing, Sidwalks Curbs, Driveways	1450		$1,000.00	$1,000.00	$0.00	$0.00	
			Total Site:	$1,000.00	$1,000.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior: Roofs, Siding	1460		$2,500.00	$2,500.00	$0.00	$0.00	
			Total B.E.:	$2,500.00	$2,500.00	$0.00	$0.00	
	Dwelling Units: Floors, Cabinets, Doors, Plumbin	1460		$1,000.00	$1,000.00	$0.00	$0.00	
			Total DUs:	$1,000.00	$1,000.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**TX023-009**		Project Total:	$4,500.00	$4,500.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Operating Costs	03/31/03	12/31/03		09/30/03	12/31/03		
Management Improvements:							
Security Guards, Mod Coordinator,	03/31/04	12/31/03		09/30/04	12/31/03		
Rent Collection, Resident Screening,	03/31/04	12/31/03		09/30/04	12/31/03		
Econ Dev/Job Training	03/31/04	12/31/03		09/30/04	12/31/03		
Tenant Patrols	03/31/04	12/31/03		09/30/04	12/31/03		
Lighting & Defensible Space	03/31/04	12/31/03		09/30/04	12/31/03		
Resident Council Assistance	03/31/04	12/31/03		09/30/04	12/31/03		
Administration	03/31/04	12/31/03		09/30/04	12/31/03		
Fees and Costs	06/30/04	06/30/04		03/31/05	03/31/05		
TX023-002 Magnolia Gardens	09/30/03	06/30/04		09/30/04	06/30/04		
TX023-003 Concord Homes	09/30/04	06/30/04		09/30/05	06/30/04		
TX023-004 Lucas Gardens & Grand Pines	09/30/03	06/30/04		09/30/04	12/31/04		
TX023-005 Tracewood I & II	09/30/03	06/30/04		09/30/04	06/30/04		
TX023-011 Scattered Sites	09/30/04	06/30/04		09/30/06	06/30/04		
TX023-013 Scattered Sites	09/30/04	06/30/04		09/30/06	06/30/04		
TX023-009 Homeownership	09/30/04	06/30/04		09/30/06	06/30/04		

Signature of Executive Director and Date

X

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

X

(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

U. S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (7/98)

Capital Fund Program (CFP) **Part I: Summary**

Office of Public and Indian Housing

HA Name	Capital Fund Program Number	FFY of Grant Approval
Housing Authority of the City of Beaumont, TX	**TX24R023501-04**	**2004**

[X] Original Annual Statement [ ] Reserve for Disaster/Emergencies [ ] Revised Annual Statement/R [ ] Performance and Evaluation Report for Program Year Ending

[ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended	
1	Total Non-CFP Funds						
2	1406	Operations (may not exceed 20% of 19)	$0.00	$0.00	$0.00	$0.00	
3	1408	Management Improvements	$0.00	$0.00	$0.00	$0.00	
4	1410	Administration	$0.00	$0.00	$0.00	$0.00	
5	1411	Audit	$0.00	$0.00	$0.00	$0.00	
6	1415	Liquidated Damages	$0.00	$0.00	$0.00	$0.00	
7	1430	Fees and Costs	$0.00	$0.00	$0.00	$0.00	
8	1440	Site Acquisition	$0.00	$0.00	$0.00	$0.00	
9	1450	Site Improvement	$0.00	$0.00	$0.00	$0.00	
10	1460	Dwelling Structures	$0.00	$0.00	$0.00	$0.00	
11	1465.1	Dwelling Equipment-Nonexpendable	$0.00	$0.00	$0.00	$0.00	
12	1470	Nondwelling Structures	$0.00	$0.00	$0.00	$0.00	
13	1475	Nondwelling Equipment	$0.00	$0.00	$0.00	$0.00	
14	1485	Demolition	$0.00	$0.00	$0.00	$0.00	
15	1499	Development Activity	$84,440.00	$0.00	$0.00	$0.00	
16	1490	Replacement Reserve	$0.00	$0.00	$0.00	$0.00	
17	1498	Mod Used for Development	$0.00	$0.00	$0.00	$0.00	
18	1502	Contingency (may not exceed 8% of 19)	$0.00	$0.00	$0.00	$0.00	
19	**Amount of Annual Grant (Sum of lines 2-19)**		$84,440.00	$0.00	$0.00	$0.00	
20	Amount of line 19 Related to LBP Activities		$0.00	$0.00	$0.00	$0.00	
21	Amount of line 19 Related to Section 504 Compliance		$0.00	$0.00	$0.00	$0.00	
22	Amount of line 19 Related to Security		$0.00	$0.00	$0.00	$0.00	
23	Amount of line 19 Related to Energy Conservation		$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator & Date:
X	X

1 To be completed for the Performance & Evaluation Report or a Revised Annual Statement

2 To be completed for the Performance & Evaluation Report

facsimile form HUD-52837 (10/96)

ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HA-Wide		1406		$0.00	$0.00	$0.00	$0.00	
HA-Wide Mgmt. Improvmts		1408		$0.00	$0.00	$0.00	$0.00	
"								
"								
			Total 1408	$0.00	$0.00	$0.00	$0.00	
HA-Wide		1410		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1430		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1450		$0.00	$0.00	$0.00	$0.00	
HA-Wide		1460		$0.00	$0.00	$0.00	$0.00	
"		1465		$0.00	$0.00	$0.00	$0.00	
"		1470		$0.00	$0.00	$0.00	$0.00	
"		1475		$0.00	$0.00	$0.00	$0.00	
"		1485		$0.00	$0.00	$0.00	$0.00	
"	Development Activity	1499		$84,440.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

form HUD-52837 (10/96)
ref Handbook 7485.3

Annual Statement /Performance and Evaluation Report

Capital Fund Program (CFP)

Part II: Supporting Pages

U. S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-002 Magnolia Gardens	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-002**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-003 Concord Homes	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: None	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Demolition	1485		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-003**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-004 Lucas Grand Pine	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-004**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-005 Tracewood	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical:	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas:	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-005**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Site:							
TX023-011 Scattered Sites		1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-011**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-013 Scattered Sites	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment: Ranges, Refrigerators, Washers Dryers	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities:	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment:	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total	**TX023-013**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

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(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

Development Number/ Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX023-009 Home-ownership	**Site:**	1450		$0.00	$0.00	$0.00	$0.00	
			Total Site:	$0.00	$0.00	$0.00	$0.00	
	Mechanical and Electrical: None	1460		$0.00	$0.00	$0.00	$0.00	
			Total M&E:	$0.00	$0.00	$0.00	$0.00	
	Building Exterior:	1460		$0.00	$0.00	$0.00	$0.00	
			Total B.E.:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Units:	1460		$0.00	$0.00	$0.00	$0.00	
			Total DUs:	$0.00	$0.00	$0.00	$0.00	
	Dwelling Equipment:	1465.1		$0.00	$0.00	$0.00	$0.00	
			Total D.E.:	$0.00	$0.00	$0.00	$0.00	
	Interior Common Areas: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total ICAs:	$0.00	$0.00	$0.00	$0.00	
	Site-Wide Facilities: None	1470		$0.00	$0.00	$0.00	$0.00	
			Total SWFs:	$0.00	$0.00	$0.00	$0.00	
	Nondwelling Equipment: None	1475		$0.00	$0.00	$0.00	$0.00	
			Total NDE:	$0.00	$0.00	$0.00	$0.00	
Total,	**Home-**		Project Total:	$0.00	$0.00	$0.00	$0.00	

Signature of Executive Director and Date

X

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

X

(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 (CFP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (7/31/98)

Development Number/ Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
TX023 HA Wide	09/30/06			09/30/08			

Signature of Executive Director and Date	Signature of Public Housing Director or Office of Native American Programs Administrator and Date
X	X

(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

Replacement Housing Factor Plan

The Beaumont Housing Authority proposes, to replace units that were demolished at Concord Homes. These units are being replaced due to several factors: age, high repair and maintenance costs, foundation problems and low appraised values all of which resulted in their demolition in 20

1.) Description

a.) The Housing Authority has received a total of $81,313.00 on a five-year replacement housing funding plan.
b.) Our proposed replacement units shall be: 2 or 3 Bedroom duplexes, with 1-1/2 baths, or four 2 or 3 bedroom single-family homes.
c.) The estimated development cost of the units, is approx. $ 150,000.00 per duplex unit or $ 70,000.00 per single-family unit.

Note:
If land is not available or appropriately zone for duplexes, then the Housing Authority will have to build single-family homes.

2.) Schedule

a.) Submit request for disposition to HUD (Property) (June 2004)

b.) Contact A/E firm (October 2003)

c.) Preliminary Drawing (November 2003)

d.) Locate site (June 2005)

e.) Land survey (August 2005)

f.) Purchase site (October 2005)

g.) A/E Design drawing (May 2004)

h.) Submit plans to HUD (June 2006)

i.) Bid documents and bid meeting (September 2006)

j.) Award construction contract (September 2006)

k.) Start construction (October 2006)

l.) Complete construction (May 2007)

m.) Unit availability (June 2007)

3.) Sources of Funding

a.) Sale proceeds from the units being replaced
b.) RHF funds
c.) Sale proceeds from homeownership units

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-002	**Magnolia Gardens**	**60**	**31%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total Magnolia Gardens	60,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-002	**Magnolia Gardens**	**60**	**31%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Magnolia Gardens Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-002	**Magnolia Gardens**	**60**	**31%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,450.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	69,450.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-002	**Magnolia Gardens**	**60**	**31%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,895.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	74,895.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-003	**Concord Homes**	**8**	**8%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Concord Homes Total	60,000.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
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Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Building Exterior:		
Screens, Roof	54,450.00	
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Site Wide Facilities		
Community Room	2,500.00	
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Concord Homes Total	69,450.00	

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Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,895.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	74,895.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023--004	**Grand Pine- Lucas Gardens**	**6 2**	**6% 4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	60,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-002	**Grand Pine- Lucas Gardens**	**6 2**	**6% 4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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TX023-004	**Grand Pine- Lucas Gardens**	**6 2**	**6% 4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,450.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	69,450.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-004	**Grand Pine- Lucas Gardens**	**6 2**	**6% 4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,895.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Grand Pine-Lucas Total	74,895.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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TX023-004	**Grand Pine- Lucas Gardens**	**6 2**	**6% 4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,895.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	74,895.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-005	**Tracewood I** **Tracewood II**	**4** **6**	**17%** **11%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	60,000.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-005	**Tracewood I** **Tracewood II**	**4** **6**	**17%** **11%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,450.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Tracewood I & II Total	69,450.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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TX023-005	**Tracewood I** **Tracewood II**	**4** **6**	**17%** **11%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,895.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Tracewood I & II Total	74,895.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**19**	**19%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	60,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**19**	**19%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**19**	**19%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,400.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	69,450.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**19**	**19%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,840.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	74,840.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-013	**Scattered Sites**	**0**	**0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	60,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-013	**Scattered Sites**	**0**	**0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-013	**Scattered Sites**	**0**	**0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,400.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	69,450.00	

Optional Public Housing Asset Management Table

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**4**	**44%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,840.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total Scattered Sites	74,840.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**4**	**44%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2005
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	45,000.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	60,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**4**	**44%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2006
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	49,500.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Scattered Sites Total	64,500.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**4**	**44%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2007
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	54,400.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total	69,450.00	

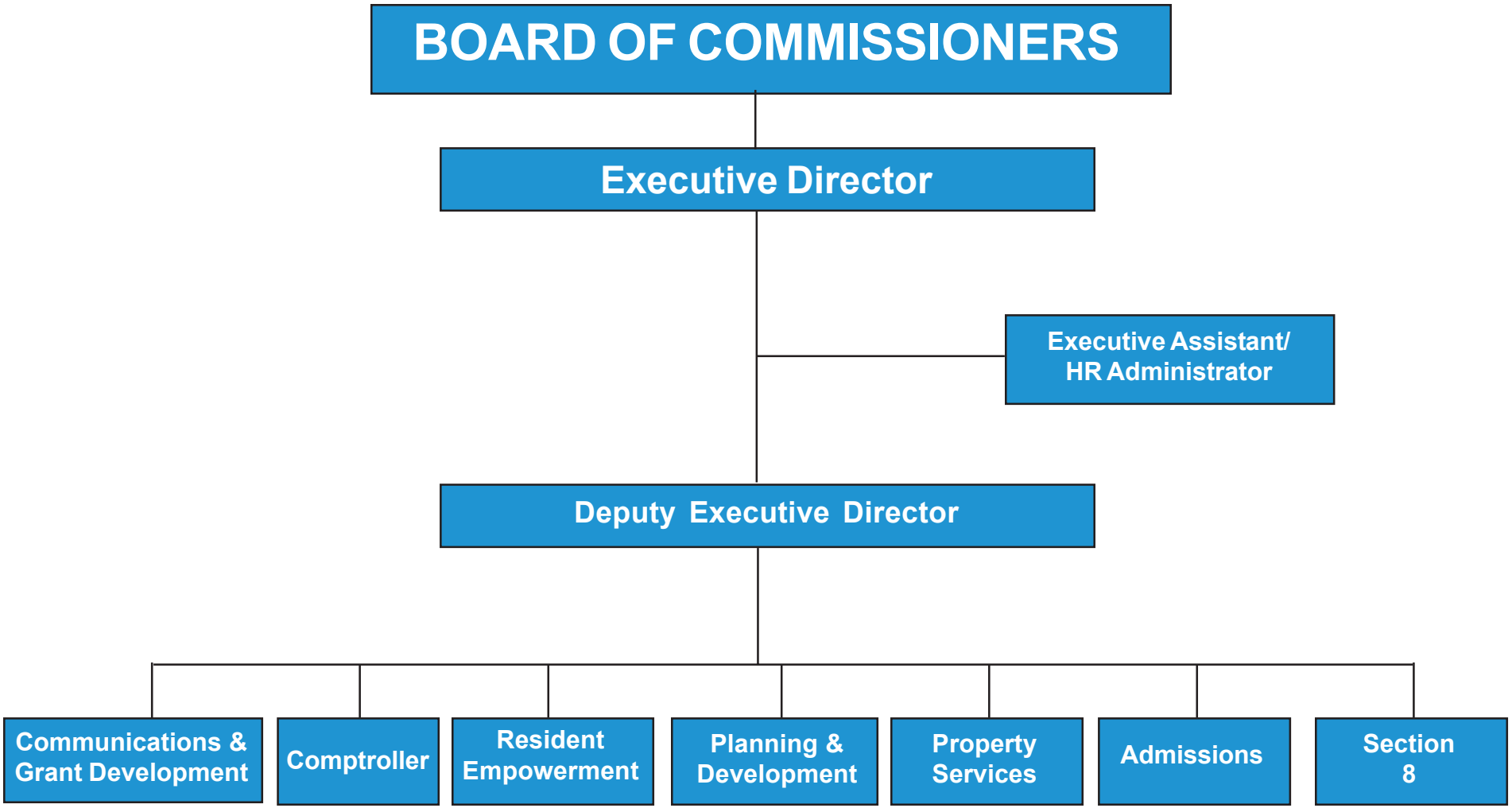
Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
TX023-011	**Scattered Sites**	**4**	**44%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Site:		2008
Landscape, sidewalks	5,000.00	
Building Exterior:		
Screens, Roof	59,840.00	
Dwelling Equipment	5,000.00	
Site Wide Facilities		
Community Room	2,500.00	
Non-Dwelling Equipment	2,500.00	
Total Magnolia Gardens	74,840.00	

Beaumont Housing Authority
Organizational Chart



HOUSING AUTHORITY OF THE CITY OF BEAUMONT

LOW RENT DWELLING LEASE

COMPLEX:_____
NUMBER OF BEDROOMS:_____
UNIT NO:_____

1. DESCRIPTION OF PARTIES AND PREMISES

A. The Housing Authority of the City of Beaumont (Management) leases to_____

(Resident) the premises located at: Address_____steps, porch, lawn, or yard surrounding the unit, subject to the terms and condition contained in this Lease.

The premises are for the exclusive use and occupancy of Resident and his/her household consisting of the following named individuals who will reside in the dwelling unit. Resident shall date and initial the following list whenever a household member moves into or out of the unit. Management must approve all additions of household members who do not meet criteria as outlined in the Statement of Policies Governing Admission and Continued Occupancy of Low Rent Public Housing (Admissions Policy) or whose admission would result in a violation of occupancy standards as outlined in the Admissions Policy. Resident agrees that no other person shall live in the unit without permission of management and that violation is grounds for termination of this Lease.

B. FAMILY COMPOSITION

Original family composition at time of Execution of Lease

NAME	RELATIONSHIP	CHECK ONE ADD	DELETE	INITIAL	DATE

2. RENT PAYMENTS, LATE CHARGES, LEASE TERM AND RENEWAL

A. Rent Choice: The tenant has selected to have the monthly rent calculation be based on the method initialed below by the Tenant:

_____ Income Based **OR** _____ Flat Rent

The selected rent shall not exceed the established Flat Rents.

B. For Residents leasing after the first day of the month, rent payment is $_____ to cover the period from, ending at midnight on _____ .

C. Thereafter, Resident will pay $_____ rent, payable on or before the first of each calendar month, beginning_____, **2004**, unless the rent is adjusted as described in Section 6 below.

D. If the Resident does not pay the full amount of the rent shown in 2.B. by the end of the 5th day of the month, the Housing Authority will collect a fee of $10.00 on the 6th day of the month. Thereafter, the Housing Authority will collect $1.00 for each additional day the rent remains unpaid during the month it is due. Resident may request a deferred payment arrangement for emergency situations if the manager deems it a valid situation.

E. If Resident is late in payment of rent and the late charge has been assessed three (3) times within a (12) twelve month period, a fourth such late payment within that (12) twelve month period shall be considered a serious violation and grounds for termination of this Lease.

F. <u>All</u> payments will be made by <u>check or money order</u> at the Management Office or other location designated by management. A service charge which Residents agrees to pay in the amount of $10.00 will be charged to residents whose payment is returned by the bank. No further checks will be accepted from Residents who have had one (1) such check returned unpaid.

G. This lease will be a one-year term beginning on _____and ending at midnight on _____.

H. Any change in the monthly tenant rental (amount charged for the unit) shall be effective only when resident is notified in writing and as indicated below.

DATE EFFECTIVE	MONTHLY RENT	REASON FOR RENT CHANGE	TENANT	AUTHORITY
_____	$			
_____	$			
_____	$			
_____	$			

3. SECURITY DEPOSIT

A. Resident shall pay a security deposit of $ _____, in accordance with the security deposit policy in effect at the time the parties sign this Lease.

B. This money will be used by BHA after the unit is vacated for cleaning the unit beyond normal wear and tear and for repairing damage to it caused by the Resident, a member of his/her household or guest, or for other charges owed by the Resident. BHA will refund to the Resident any unused amount of the security deposit within thirty (30) days after the move-out, provided the Resident has given BHA a written statement of the Resident's forwarding address for the purpose of returning the security deposit. If BHA is unable to locate Resident after ninety (90) days in order to return the balance of any refund, then the balance of the refund shall be forfeited to BHA. Resident agrees and understands that it is his/her obligation to contact BHA and inform BHA of an address to which BHA can mail the refund.

C. The Security Deposit may not be used to pay rent or other charges while Resident is in occupancy.

4. UTILITIES FOR LUCAS GARDENS AND GRAND PINE COURTS

A. Management will furnish utilities to Resident as provided in the current "Schedule of Rent and Other Charges" posted in the Management Office and incorporated herein by reference. Resident will pay excess consumption, if any, in accordance with the schedule.

B. The rate Management shall use to compute excess charge for Resident shall be the same as the rate the utility company uses to compute the bill to Management for the same utility.

C. Management shall not be liable for failure to supply services for any cause whatsoever unless Management acted intentionally or negligently in not supplying utility services.

5. MAINTENANCE, REPAIR, AND SERVICE

A. Resident will pay charges for maintenance, repair and service beyond normal wear and tear as reflected in the current "Schedule of Rent and Resident Charges" posted in the Management Office.

B. Such charges are due the first day of the second month following the month in which the charges are incurred. FAILURE TO PAY CHARGES ON THE DATE DUE SHALL BE CONSIDERED A SERIOUS VIOLATION AND GROUNDS FOR TERMINATION OF THIS LEASE.

6. REDETERMINATION OF TOTAL TENANT PAYMENT (“TTP”), DWELLING SIZE, AND ELIGIBILITY

A. Resident will furnish upon request accurate information to management as to family income from all sources, number of household members, employment and family composition for Management's use in determining whether Resident's TTP should be changed and whether this dwelling size is still appropriate for Resident's needs. All adult members of Resident's household must accompany the head of household to the annual Recertifications interview. The determination will be made in accordance with the current "Schedule of Rents".

1. If Resident does not furnish the information requested, or if Resident has misrepresented and/or failed to report facts upon which TTP was based, causing a lower TTP to be calculated; the Resident must pay retroactive rent immediately upon verification by the Authority. In addition to the retroactive charge, the Resident's misrepresentation or failure to report facts shall be considered a serious violation and grounds for termination of this Lease.

2. The new payment amount charged as a result of the annual re-determination of TTP will be effective on the date as established in the Admissions & Occupancy Policy. In the case of decrease in the TTP, the adjustment will become effective the first of the following month. In the case of an increase in the TTP, the adjustment will become effective the first of the second month.

The Resident agrees to pay adjusted rents and back charges, if any, in accordance with approved "Schedule of Rents and Resident Charges" and to accept a "Notice of Rent Adjustment" delivered as prescribed in Section 12.

3. Should the family no longer conform to Management's Occupancy Standards, Resident will transfer to an appropriate size dwelling unit, unit may not be in the same complex, but all consideration will be giving to keeping the transfer within the same site; however there is no guarantee that a unit of there appropriate size will be available in the same site, after appropriate notification by Management that one is available (UNIT MAY NOT BE IN THE SAME COMPLEX). BHA will absorb transfer costs.

B. The TTP may be changed during the term of this agreement or between annual re-determination when:

1. TTP is based on false or incomplete information supplied by Resident.

2. It is found that an error was made at admission or re-examination. (Resident will not be charged retroactively for error made by Management).

3. At regular re-determination it was impossible to verify Resident's income. In this case, a temporary TTP is charged and Resident must report to Management every thirty (30) days until a regular TTP can be set. Such TTP will be effective the date the temporary TTP was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable.

4. An increase in rent is required by the Department of Housing and Urban Development.

5. Resident can show a change in circumstances (such as a loss of job) or a decline in income which would justify a reduction in rent pursuant to the "Schedule of Rents".

6. Public Assistance to Resident or household member commences or is terminated. Such change must be reported to management within ten (10) days of its occurrence.

7. There is a change in family composition.

8. There is a change in family income.

C. TTP Adjustment

1. If the resident is placed on a "Provisional" rent, based on an irregular income, the Resident must report to the Site Manager every thirty (30) days with current information on the status of the household income, family composition and such other information as may be required to determine whether or not the Resident qualifies to continue at the "Provisional rate". Failure to report to the Site Manager with the said information every thirty (30) days, as required, may be considered grounds for termination of this Lease.

2. An increase in TTP is required by the Department of Housing and Urban Development.

D. Increases in TTP under this Section 6.B. above, will be effective the first day of the month following the month in which the change occurred, unless the increase is a result of false or incomplete information supplied by Resident, in which case it is due immediately.

E. Decreases in TTP under this Section 6.B. above, will be effective the first day of the month following the month in which the change was reported and verified.

F. TTP adjustments resulting from changes in Public Assistance Benefits will be as followed:

1. A family's loss of benefits due to the expiration of lifetime time limits, TTP will be adjusted.

2. A family's loss or reduction of benefits due to fraud, TTP will not be adjusted.

3. A family's loss or reduction of benefits due to failure to comply with program requirements, TTP will not be adjusted.

7. OCCUPANCY OF THE DWELLING UNIT AND RESIDENT OBLIGATIONS

Resident Agrees:

A. To use the dwelling solely as a residence for himself/herself and members of Resident's family as listed in Section 1.B. above.

B. Not to assign, sublet, or transfer possession of the dwelling nor to give accommodations to boarders, lodgers, or other persons not listed as occupants in Section 1.b. above, except that Resident may, with Management approval, give accommodation to foster children or a person providing live-in care for a member of the household. Persons not listed in Section 1.B. above may not stay in the unit for more than fourteen (14) consecutive days without Management's written consent. Within 48 hours Resident should notify Management of guest's presence. Management may regulate, limit or prohibit from Housing Authority property, guests who in Management's reasonable judgment have been disturbing the peace, disturbing other Residents of violating this Lease or Management policies. A guest is defined as a person in the leased unit or on the property with the consent of a household member. BHA is to be told

immediately and in writing when guests will live in the unit for more than fourteen (14) consecutive days. 24 CFR Part 966.4(f)(4). Any person living in the unit more than fourteen (14) days is to be considered a member of the family household who must be added to the Lease if acceptable to BHA. Public reference 24 CFR part 966.4(d).

C. If the Resident listed in 1.B. has been offered an accessible unit and does not have disabilities requiring such unit, the Resident hereby agrees to move to a non-accessible unit upon the request of the landlord. Such requests will be made in writing thirty (30) days prior to the effective date of a required move to a non-accessible unit at the expense of BHA.

D. To abide by such necessary and reasonable rules and regulations as may be set forth by the Management for the benefit and well being of the Housing community and the Residents, incorporated by reference in the Lease.

E. To comply with all obligations imposed upon Residents by applicable provisions of City, State, and Federal codes materially affecting health and safety.

F. To maintain the dwelling unit, premises, and equipment assigned to Resident for Resident's exclusive use in a clean and sanitary condition. To cooperate with Management in maintaining yards assigned him in a neat and orderly manner, to pick up and remove trash, to dispose of garbage, rubbish and other waste in a sanitary and safe manner. Subject to Management approval, Residents unable to perform the above tasks due to age or disability, shall be exempt from this provision.

G. To conduct himself/herself and to cause Resident's household members and guests to conduct themselves in such a manner as not to disturb the neighbor's peaceful enjoyment of their accommodations or community facilities, to refrain from illegal or other activity which would impair the physical or social environment of the complex and to act in such a way as to be conducive to maintaining the complex in a decent, safe, and sanitary condition. To conduct himself/herself in an appropriate manner while conducting business with the BHA staff and to refrain from using abusive/threatening language or manner.

H. That the Resident, any member of the household, a guest or another person under the Resident's control, shall not engage in: (1) Any criminal activity and/ or any alcohol related activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other Residents or employees of the Housing Authority; or (2) any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and eviction from the unit. Resident further agrees to report any drug-related activity to the director of BHA. There will be zero tolerance for any criminal or drug related activity. This will result in a 3 day notice of termination. For purposes of Section 7.H., the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

I. Not to consume any alcoholic beverage or use glass containers in the public areas at any of the public housing complexes under the authority and control of the Housing Authority of the City of Beaumont except when transporting the same directly to a unit or removal from the Housing Authority's premises.

J. Resident agrees to comply with City of Beaumont curfew. Two violations will be grounds for termination.

K. To pay reasonable charges (beyond normal wear and tear) for repair of damage to the dwelling unit or to the complex caused by Resident, a member of Resident's household or a guest as posted in the "Schedule of Resident Charges" in the Management Office, and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, family member or guest as determined by the Beaumont Fire Department. Such fire and smoke damage charges shall be in the amount of the repair/replacement, actual costs, or the deductible amount on Management's fire insurance, whichever is less.

L. To use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and other attachments including elevators.

M. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, complex buildings, facilities, or common areas, including cutting and removal of shrubs and trees, and to pay reasonable charges for repairs if so caused.

N. Not to make any repairs or alterations or install any equipment without prior written consent of Management.

O. To notify Management in advance and to make arrangements for the care of the premises if Resident and Resident's household plan to be away from the premises for more than ten (10) consecutive days.

P. To notify Management immediately of the need for repairs to this dwelling and any unsafe conditions on the premises grounds which might lead to injury or damage.

Q. To refrain from, and cause household members to refrain from keeping, harboring, maintaining or boarding any animal of any nature in the dwelling unit or yard of the unit, except in accordance with the Pet Policy established by

Management, unless a verified disability warrants the possession of a service or companion animal. The pet policy requires prior written approval by Management before bringing an animal on the property.

R. Not to keep or maintain any vehicle on the premises that is not in operating condition, without a valid license sticker and/or inspection sticker. Management will affix a three (3) day notice on any such vehicle located within the complex, or housing site, and it will be towed at its owner's expense at the expiration of the notice. Above-mentioned motor vehicles include vehicles that are wrecked, dismantled, partially dismantled or discarded.

S. Not to wash or make major repair on cars or trucks on the multi family complexes premises. Not to make major repair on cars or trucks, in public view, at scattered site premises.

T. It shall be considered a prohibited activity, a material breach of a Resident's Lease obligation and grounds for termination of a Lease for any Resident or anyone on the premises with the Resident's consent to do any of the following upon Housing Authority property:

1. To intentionally, knowingly, or recklessly carry on or about his person a deadly weapon.

2. To display a deadly weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification.

3. To shoot, fire, explode, throw or otherwise discharge a deadly weapon.

4. To inflict any injury upon another person through the intentional use of a deadly weapon without legal justification.

5. To inflict any injury upon another person through the reckless, careless or negligent use of a deadly weapon.

6. To damage any property through the intentional, reckless, careless or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adopted for the purpose of inflicting death or serious bodily injury; or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, B-B gun, pellet gun, knife or knuckles as those terms are defined in Section 46.01 of the revised Texas Penal Code. This also prohibits use of any firearms, guns, or pellet guns on Authority property.

There will be zero tolerance for any of the above activities. Any such activity will result in a 3-day notice of termination.

U. To explain these rules to all household members and guests and to be responsible for preventing the violation of any of these rules.

V. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted, and to return the keys to the Authority immediately after unit is vacated.

W. To assist in the extermination of bugs, mice, and insects that may create infestation by reporting water leaks, upon notice permit exterminators to enter the unit to treat for roaches and to keep the premise in a sanitary condition.

X. Charges for excess utilities shall become due the first day of the second month following the month in which the excess charge is incurred. Failure to pay such charge on the date due shall be considered a serious violation and grounds for termination of this Lease. Where utilities are generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection, if utilities are cut off, they must be restored within (3) working days, or a (3) three-day notice to vacate will be issued.

Y. Resident agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Resident is unable to maintain sufficient heat, he/she shall immediately notify the Authority. Failure to notify the Authority shall be grounds to issue a (14) fourteen day notice to vacate.

Z. Resident agrees to properly secure A/C window units.

AA. Authority personnel will perform any maintenance required to the central air conditioning systems or any air conditioning system installed by the Authority in the unit or that is in place in the unit at the time of move-in, or an Authority approved contractor. The Authority will be responsible for paying for all repairs related to any air conditioning system, minus any repairs caused by negligence on the part of the tenant.

BB. Upon written two (2) day notice, to conduct an inspection to determine the condition of the unit. If the condition of the unit is such that it constitutes a threat to the health of its occupants, and the Management makes a determination that the Resident is responsible for such conditions, the Resident will be required to attend the occupancy training course. Failure to complete the course and obtain the certificate of completion may result in the termination of this Lease.

CC. Drug Provision: The Resident, any member of the residents household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the Housing Authority's premise, while the Resident is a resident in public housing, and such criminal activity shall be cause for termination of tenancy. Resident further agrees to report any drug related activity to the management staff, security guards or law enforcement personnel.

"Criminal Activity" means any conduct prohibited by the Texas Penal Code or by any statue of the State of Texas or by the United States, for which a criminal penalty is prescribed by law.

"Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession of with intent to manufacture, sell, distribution, or use, of a controlled substance, controlled substance analogue, or chemical precursor, or the illegal manufacture, sale, distribution, use or possession of with intent to manufacture, sell, distribute, or use, of drug paraphernalia, as those terms are defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

In the enforcement of this provision the Housing Authority will issue a 3-day notice of termination.

DD. To complete required forms and supply requested information timely. All Residents will be required to respond to notices and correspondence from BHA within ten (10) days. Repeated requests need not be granted by BHA over ten (10) days. Residents are responsible for supplying complete and accurate information.

EE. Pursuant to the Quality Housing and Work Responsibility Act of 1998, residents and/or family members who are non-exempt adults must perform 8 hours of volunteer service on a monthly basis or participate in a self-sufficiency program. Non-compliance with this requirement will result in this lease not being renewed

Violation of any of the above responsibilities is grounds for the termination of this Lease.

8. MANAGEMENT OBLIGATIONS

A. To maintain the building facilities, common areas, and grounds not otherwise assigned to Resident for maintenance and upkeep in a decent, safe, and sanitary condition.

B. To make necessary repairs to the premises upon receiving appropriate notice from Resident.

C. To comply with requirements of applicable building codes, housing codes, and HUD regulations.

D. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances including elevators supplied or required to be supplied by Management.

E. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by Resident in accordance with Section 7.E above.

F. To furnish electricity and gas in accordance with the current "Schedule of Rent and other Charges", running water, and reasonable amounts of hot water and heat at appropriate times of the year according to local custom and usage, except where the above are generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

G. To inspect the unit when Resident moves out and give Resident a written statement of charges, if any, for repairs. Resident may join in this inspection.

H. To request that Residents, when conditions so merit, limit the use of electrical appliances and attachments when it appears that the overload caused by the connection of too many appliances at the same time would result in a hazardous condition for the Residents.

I. To enforce the terms of this agreement fairly, impartially and in good faith, and not to discriminate against any resident in the provision of services, or in any manner, on the grounds of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap.

J. To post in the Management Office copies of all rules, regulations, schedules of charges, and other documents which are part of this agreement (by attachment or by reference), and to make available to the Resident. Management will make all said postings available for tenants review. Where practicable, management will make copies available, upon request, at no charge to the tenant.

K. To notify Resident of the specific grounds for any proposed adverse action including, but not limited to a proposed lease termination, transfer of Resident to a different unit or the imposition of charges for maintenance repairs or for excess consumption of utilities.

L. For all aspects of the Lease and Grievance Procedures, to provide persons with disabilities reasonable accommodations to the extent necessary to provide such person with an opportunity equal to a person who does not have disabilities to use and occupy the dwelling unit.

9. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

When conditions are created which are hazardous to life, health, safety, and welfare of the occupants, Resident shall immediately notify Management of the damage. Management shall be responsible for the repair of the unit within a reasonable amount of time. If the damages were caused by the Resident, Resident's household, or guests, the reasonable cost of the repairs shall be charged to the Resident payable on the first day of the second month in which the charges are made.

If repairs of the defects cannot be made within a reasonable amount of time, Management shall provide standard alternative accommodations, if available. In the event Management fails to fulfill its responsibility, the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by Management shall not abate. Rent shall not abate if the Resident rejects the alternative accommodations or if the damages were caused by the Resident, Resident's household members, or guests.

10. ENTRY OF THE PREMISES DURING OCCUPANCY

A. Management shall be permitted to enter Resident's dwelling unit during reasonable hours for making routine inspections of maintenance, making improvements or repairs, pest control, showing the unit for re-leasing or determining if Resident still lives there when reasonable doubt exists.

B. Management will give at least two (2) days written notice to Resident stating the day and time of the planned entry.

C. Management will not give prior notice to enter the dwelling if entry is requested by Resident or if there is reasonable cause to believe an emergency exists. If Resident and all adult household members are out of the dwelling at the time of entry, Management will leave a written statement giving the date, time, and purpose of such entry.

11. ABANDONMENT AND ABANDONED PROPERTY

A. Management may take possession of the unit after Resident has moved out. If there are reasonable grounds to question whether or not Resident has moved out, Management may secure unit against vandalism and a notice of planned entry will be delivered or attached to the unit. If there is no response after (48) hours, and if inspection shows that all or most of the Resident's property has been removed, Management will conclude that Resident has moved out if Resident's rent is not paid.

12. NOTICE PROCEDURE

A. Notice to Resident shall be in writing and hand delivered to Resident or an adult member of the household or sent by prepaid first class mail properly addressed to Resident. Notices for the visually impaired will be hand delivered, read aloud and witnessed with a copy of witnessed form being left with the Resident.

B. Notice to Management shall be in writing and delivered to the Site Manager or sent by prepaid first class mail to complex office.

13. TERMINATION OF THE LEASE

A. Resident may terminate this Lease at any time by giving thirty (30) days prior written notice of intent to move out as in Section 12 above. If Resident does not give this notice, Management may charge the Resident thirty (30) days rent from the date Management first learns the dwelling will be vacant.

B. Management may terminate or refuse to renew this Lease for serious or repeated violation of Resident's obligation under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease, does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate a Lease for a serious or repeated violation, shall not prohibit Management from terminating the Lease upon a Resident's subsequent, serious or repeated violation.

C. Management shall give written notice of such termination as in Section 12 above. Such notice shall include the reason for termination and shall inform Resident of his/her right to make such reply as he/she may wish and his/her right to request a hearing in accordance with the current Grievance Procedure as posted in the Management Office. Unless changed by HUD regulation, such notice shall be:

1. Fourteen (14) days in the case of failure to pay rent or the chronic late payments of rent.

2. Three (3) days in the case of creation or maintenance of a threat to the health, safety, or security of

any Resident, guest, or Management employee.

3. Thirty (30) days in all other cases.

D. Notice of termination by either party to this Lease may be given on any day of the month.

E. Notice to vacate may be combined with and run concurrently with notice of Lease termination.

F. Residents shall pay all court costs and expenses incurred in enforcing this Lease or in recovering possession of the premises when BHA prevails in such legal action.

G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision is rendered.

H. This dwelling Lease shall terminate immediately upon abandonment of the premises by Resident.

I. Default Options- if the resident violates any term or obligation under this Lease, or has misrepresented any material fact to BHA, then BHA shall have the right, at its option to pursue any of the following remedies:

1. Civil suit for collection of any amount which may be owed to BHA in the form of rent, utility charges, or for damages to its property.

2. Evict the Resident and all members of the household.

3. Seek Criminal prosecution, if appropriate.

4. Refer Resident to a collection agency for the collection of any amount due and not paid.

5. Report any amount due by Resident to BHA to a credit bureau.

6. Recommend administrative sanctions by HUD.

14. GRIEVANCE PROCEDURE

All grievances, disputes or appeals arising under this Lease shall be processed and resolved pursuant to the current Grievance Procedure as posted in the Management Office and Incorporated herein by reference. **Texas Statutes has due process and Management may now bypass the grievance procedure in evictions due to any activity which threatens health, safety or right to peaceful enjoyment of the premises by other residents, guests or Management employees.**

15. MODIFICATION OF THIS LEASE

This Lease and all policies, rules, charges which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) day written notice to Resident setting forth the opportunity to present written comment which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to Resident Council Officers and posted in the Management Office or, if none, the Central Office of the Housing Authority of the City of Beaumont.

16. This Lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Resident. No changes herein shall be made except in writing, signed and dated by both parties except for Section 6. However, nothing shall preclude Management from modifying this Lease to take into account revised provisions of law or government action.

17. RESIDENT'S RIGHT TO USE AND OCCUPY: The resident and his/her family shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of the resident's guests or visitors and, with the consent of BHA may include care of foster children and live-in care of a member of the Resident's family.

Notice of termination by either party to this lease may be given on any day of the month. The Resident shall pay all court costs and expenses incurred in enforcing this Lease or in recovering possession of the premises.

BHA 's past delay or non-enforcement of any contractual obligations of the parties under this Lease, including rental due date, or any other right, shall not be a waiver thereof under any circumstances.

18. WARRANTIES AND REPRESENTATIONS OF RESIDENT: Resident warrants and represents that he/she has not:

1. Failed to repay previous debt to BHA. This does not include a debt that is currently being paid in a workout agreement.
2. Committed fraud in connection with any HUD program, or failed to disclose previously committed fraud in connection with any HUD program.
3. Provided false information on the application.

4. Been previously evicted for nonpayment of rent, breach of Lease, or use of assisted unit for illegal purposes.
5. Have a history of criminal or other acts which would adversely affect the health, safety, or welfare of other residents.
6. Refused or failed to complete required forms or to supply requested information.

19. PHA'S COMMITMENT TO INVESTIGATE MISREPRESENTATIONS AND PURSUE REMEDIES

Allegations, complaints, or other observations that indicate a family is receiving more benefits than it's entitled to receive will be investigated by the Authority. False statements that result in the resident paying less rent, or BHA overpaying rental assistance will be vigorously pursued by BHA. After verification of these misrepresentations, BHA will take all necessary steps to recover the overpayments including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

Having read this entire document, IN WITNESS WHEREOF, the parties have executed this Lease Agreement this_____day of _____, 2004 at Beaumont, Texas.

_____ _____
RESIDENT SPOUSE/CO-TENANT

THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT, TEXAS

_____ _____
BHA OFFICIAL TITLE

WARNING: Section 1001 of Title 18 of the U S Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

A FAIR HOUSING & EQUAL EMPLOYMENT OPPORTUNITY AGENCY

Beaumont Housing Authority

Lease Addendum for Scattered Site Residents

I, _____, have had the following lease provisions and BHA policies re-enforced and I/we will abide by these and other mandatory items as during my tenancy in the Scattered Site housing program.

1. Any school-aged children living in the home must be attending school on a regular basis.
2. Resident is responsible for the care of the lawn and grounds, including mowing. If resident does not maintain the lawn and grounds, BHA can charge a lawn care fee of up to $75 per month, depending upon the amount of lawn care needed in a given month.
3. Pets are not to be kept anywhere on the premises, with the exception of necessary seeing eye dogs, or in accordance with the provisions of 24 CFR and BHA Pet Policy.
4. No repairs, changes or alterations to the house may be done without prior WRITTEN consent of management. After hours emergencies are to be called into 839-0194 immediately.
5. Resident is responsible for maintaining and changing air conditioner filters quarterly.
6. Resident shall abide by any Townhome Association or House Rules.

My signature acknowledges my understanding of the above selection and continued occupancy requirements for living in BHA Scattered Site units.

_____ _____

Head of Household Date

_____ _____

Other Adult Date

_____ _____

BHA Official/Witness Date

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are NORTHRIDGE MANOR, referred to as the Landlord, And_____, referred to as the Tenant. The Landlord leases to the Tenant unit number _____, located at:_____, in the project known as NORTHRIDGE MANOR.

2. Length of Time (Term): The initial term of this Agreement shall begin on _____ and end on _____ . After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Tenant agrees to pay $ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of $ _____ per month. This amount is due on the first day of the month at 4155 MAIDA. The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form, which is Attachment No. 1 to this Agreement.

4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

   a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;

   b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;

   c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

   d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;

e. HUD's procedures for computing the Tenant's assistance payment or rent change; or

f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of $10.00 on the 6th day of the month. Thereafter, the Landlord may collect $1 for each additional day the rent remains unpaid during the month it is due, with the maximum amount not to exceed $30. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of $10.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

6. Condition of Dwelling Unit: By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant pays directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
___x_____	Heat	_____
___x_____	Lights, Electric	_____
___x_____	Cooking	_____
_____	Water	____x_____
	Other (Specify)	
_____	_____	_____
_____	_____	_____

b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

	(3) Show $ Amount Tenant Pays to Landlord in Addition to Rent
Parking	$_____
Other (Specify) _____	$_____
_____	$_____

8. Security Deposits: The Tenant has deposited $_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

   a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

   b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

   c. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at ____%, beginning _____ ,less any amount needed to pay the cost of:

(1) unpaid rent;

(2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;

(3) charges for late payment of rent and returned checks, as described in paragraph 5; and

(4) charges for unreturned keys, as described in paragraph 9.

d. The Landlord agrees to refund the amount computed in paragraph 8c within _30__ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.

f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant $ _2.00____ for each key not returned.

10. Maintenance:

a. The Landlord agrees to:

(1) regularly clean all common areas of the project;

(2) maintain the common areas and facilities in a safe condition;

(3) arrange for collection and removal of trash and garbage;

(4) maintain all equipment and appliances in safe and working order;

(5) make necessary repairs with reasonable promptness;

(6) maintain exterior lighting in good working order:

(7) provide extermination services, as necessary; and

(8) maintain grounds and shrubs.

b. The Tenant agrees to:

(1) keep the unit clean;

(2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;

(3) not litter the grounds or common areas of the project;

(4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;

(5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and

(6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and

b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the

premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

a. sublet or assign the unit, or any part of the unit;

b. use the unit for unlawful purposes;

c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;

d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or

e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and

b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications: Every year around the _1st_ day of _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request.

The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the

administration of multifamily subsidy programs.

(1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.

(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.

(1) Any household member moves out of the unit.

(2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

(3) The household's income cumulatively increases by $200 or more a month.

b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.
(Revised 3/22/89)

c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units according to the size of the household

and the age and sex of the the household members. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or

b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.

a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the

Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

c. The Landlord may terminate this Agreement for the following reasons:

1. the Tenant's material noncompliance with the terms of this Agreement;

2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

4. determination made by the Landlord that a household member is illegally using a drug;

5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;

9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes:

(1) one or more substantial violations of the lease;

(2) repeated minor violations of the lease that

(a) disrupt the livability of the project;

(b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities,

(c) interfere with the management of the project, or

(d) have an adverse financial effect on the project

(3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and

(4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set

forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

(1) specify the date this Agreement will be terminated;

(2) state the grounds for termination with enough detail for the Tenant to prepare a defense;

(3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and

(4) advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to $10,000 and imprisonment for up to five years.

26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

a. Attachment No. 1 - Certification and Recertification of Tenant Eligibility. (59 Certification)

b. Attachment No. 2 - Unit Inspection Report.

c. Attachment No. 3 - House Rules (if any).

28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

1. _____ ____/____/____
Date Signed

2. _____ ____/____/____
Date Signed

3. _____ ____/____/____
Date Signed

LANDLORD
BY:

1. _____ ____/____/____
Date Signed

HOUSING AUTHORITY
of the City of Beaumont, Texas

IMPORTANT NOTICE, PLEASE READ AND SIGN

This Notice is to inform you of the reinstatement of the public housing community service and self-sufficiency requirement as enacted by Congress on October 12, 1998.

The community service and self-sufficiency requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities.

The community service and self-sufficiency requirement allows residents and opportunity to "give something back" to their communities and facilitates upward mobility. This requirement means that every non-exempt adult resident of public housing must contribute eight hours of community service each month, or participate in the verifiable economic self-sufficiency program for eight hours each month.

The requirement was suspended for a time but has been reinstated by Congress.

The community service and self-sufficiency requirement applies to all adult residents in the public housing except for those exempted under Section 12 (c) of the Act. This requirement does not apply to Section 8 or Northridge Manor tenants.

The public housing tenants exempt from community service and self-sufficiency requirement are those who are:

- Age 62 or older.

- Blind or disabled (as defined under 216 (i) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)) (1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.

- Engaged in work activities as defined in section 407 (d) of the Social Security Act (42 U.S.C. 607 (d)), specified below:
    1. Unsubsidized employment;
    2. Subsidized private-sector employment;
    3. Subsidized public-sector employment;
    4. Work experience (including work associated with the Refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
    5. On-the-job-training;

6. Job-search and job-readiness assistance;
7. Community service programs
8. Vocational educational training (not to exceed 12 months with respect to and individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certification of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate;
12. The provision of childcare services to an individual who is participating in a community service program.

- We consider 30 hours per week as the minimum number of hours for a work activity exemption as described in Section 407 (d) of the Social Security Act.

- Meet the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.

- If a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including the State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

Failure to comply with these HUD requirements can result in your termination from the program.

Please feel free to contact: Nicole Byerly, FSS Coordinator at 409-784-3986 on M-F from 7:30 a.m. to 4:30 p.m. if you have any questions about this matter.

Attachment 1 Community Service Exemption Certification

I certify that I am eligible for am exemption from the Community Service requirement for the following reason:

( ) I am 62 or older

( ) I have a disability, which prevents me from working
(*Certification of Disability Form will serve as documentation)*

( ) I am working
(Employment Verification form will serve as documentation)

( ) I am participating in Welfare to work program
(Must provide verification letter from agency)

( ) I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(*Must provide verification from the funding agency that you are complying with job training or work requirements*)

( ) I am a full time student
(*Must provide verification letter from school attended)*

Name_____Date_____

Signature_____

Address_____

Telephone Number_____

Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's community Service/ Self Sufficiency Policy

I/We understand that this is a requirement of the Quality Housing and Work Responsibly Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Name_____Date_____

Signature_____

Address_____

Telephone Number_____

ANNOUNCING

The Housing Authority of the City of Beaumont
Section 8 Housing Choice Voucher
Homeownership Program

The Housing Authority of the City of Beaumont is proud to announce our new Section 8 Housing Choice Voucher Homeownership Program. Initial program goal: transition 10 families from the rental program into a "**homeownership**" role in the private sector within the next 12 months.

This is exciting!

Imagine….

- An individual or family currently receiving Section 8 rental assistance from the Housing Authority of the City of Beaumont (BHA) may be able to purchase their own home
- Instead of paying Section 8 rental assistance to a landlord, BHA will make a Section 8 mortgage assistance payment to a lender
- Instead of paying a landlord, the family will make a payment on their own home

But there's lots to do to make it happen…

To be eligible for this program, the individual or family must:

- Have been receiving Section 8 rental assistance through BHA
- Must be gainfully employed and have been employed continuously for at least 1-2 years.
- Meet the HUD definition of "first-time homebuyer"
- Enter into a Statement of Homeowner Obligations
- Attend pre-purchase homeowner counseling classes before entering into a sales contract
- Provide a minimum homeowner downpayment requirement of at least 3 percent of the purchase price and require that at least 1 percent of the purchase price come from the family's personal resources but not less than a minimum of $500.

As you can imagine in a program like this, there are other requirements as well. Purchasing a home is never easy. It takes perseverance and patience. But if you know an individual or family that meets the basic eligibility requirements, and is interested and able to take the path towards purchasing their own home, contact Jettis White at (409) 899-8432 for more information.

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
HOUSING CHOICE VOUCHER
HOMEOWNERSHIP PROGRAM

LEGISATIVE AUTHORIZATION—The Quality Housing and Work Responsibility Act of 1998, also known as the Public Housing Reform Act of 1998 (PHRA), amended the Housing and Community Development Act of 1992 which created the Section 8 homeownership program under Section 8(y) of the United States Housing Act of 1937. Final rules for the PHRA Housing Choice Voucher Homeownership Program were published on September 12, 2000. The Housing Authority of the City of Beaumont (BHA) Homeownership Program complies with the requirements published in the final rule and is authorized in our approved Annual Plan.

VOUCHER HOME OWNERSHIP PROGRAM

The basic premise of the housing choice voucher homeownership program is that instead of using the voucher subsidy to help a family with the rent, the voucher subsidy is provided to help a first-time homeowner meet monthly homeownership expenses.

The Housing Authority of the City of Beaumont (BHA) has chosen to offer the homeownership option as part of its housing choice voucher program. In making its decision to offer a homeownership program, BHA opted not to limit the number of vouchers that will be made available for the homeownership option.

The voucher homeownership program is a "special housing type" under Subpart M of 24 CFR 982. There is no new funding for the program; BHA uses voucher funding already available under its Consolidated Annual Contributions Contract.

PHA CAPACITY

In the administration of our affordable housing programs, BHA will provide first-time homeownership counseling and advocacy services to eligible families. BHA will partner with local non-profit agencies in the administration of the Housing Choice Voucher homeownership program. BHA will:

- Establish a minimum homeowner downpayment requirement of at least 3 percent of the purchase price and require that at least 1 percent of the purchase price come from the family's personal resources but not less than a minimum of $500.

- Require that financing for purchase of a home either: (1) be provided, insured, or guaranteed by the State or Federal Government, (2) comply with secondary mortgage market underwriting requirements, or (3) comply with generally accepted private-sector underwriting standards.

Housing Authority of the City of Beaumont

HOUSING CHOICE VOUCHER HOMEOWNERSHIP

GUIDELINES

1. FAMILY ELIGIBILITY

In order to be eligible for the homeownership program, a family must meet the following criteria:

- The family must be a current voucher program participant.

- The family must qualify as a first-time homeowner (no member of the family has had any ownership interest in a principal residence in 3 years), or be a family that owns shares in a cooperative.

- The annual income of the adult family members who will own the home at the commencement of homeownership assistance must be equal to or greater than the Federal minimum hourly wage multiplied by 2000 hours. Except in the case of elderly or disabled families, welfare assistance may not be counted in determining if the family meets the minimum income requirement. (This minimum income requirement is only applied to determine initial qualification to purchase a particular home, not as a requirement for continued assistance in the home.)

- Except in the case of elderly or disabled families, one or more adult members of the family who will own the home are currently employed on a full-time basis (defined to mean not less than an average of 30 hours per week), and has been continuously so employed for at least 1-2 years. BHA has discretion to determine whether, and to what extent, an employment interruption, successive employment, and self-employment satisfies the employment requirement.

- If any family member has previously defaulted on a mortgage when participating in the voucher homeownership option, the family is ineligible for the homeownership option.

- Except for cooperative members who have acquired cooperative ownership shares prior to commencement of homeownership assistance, no family member may have a present ownership interest in a residential property.

- The family must also satisfy any other initial eligibility requirements established by the BHA in the administrative plan. However, BHA may not establish minimum income requirements or employment requirements in addition to the standards established by the rule.

2. PRE-ASSISTANCE HOMEOWNERSHIP COUNSELING

- Eligible families wishing to participate in the housing choice voucher homeownership option must attend and satisfactorily complete a homeownership-counseling program required by

BHA. BHA will enter into an agreement with a local HUD-approved housing counseling agency. HUD-approved housing counseling agencies will provide counseling services .

- In developing its counseling program, BHA will ensure that the program includes training on:

  - Home maintenance (including care of the grounds).
  - Budgeting and money management.
  - Credit counseling.
  - How to negotiate the purchase price of a home.
  - Public and Assisted Housing Reforms for the 21st Century
  - How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing.
  - How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction.
  - Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas.
  - Information on fair housing, including fair housing lending and local fair housing enforcement agencies.
  - Information about the Real Estate Settlement Procedures Act (RESPA), State and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

In addition, individual pre-assistance counseling subjects may be adapted for the needs of the local community and the needs of the individual family. The family will receive post follow up counseling for 2 years.

3. FINDING A HOME

It is the family's responsibility to find a home that is eligible for voucher homeownership assistance. The family is already a housing choice voucher rental participant who has been determined to be eligible for the BHA homeownership program and authorized to search for a unit to be purchased. BHA has established a 120-day time limit for the family to locate a home to purchase, and a 90-day time limit for the family to secure the necessary financing to purchase the home. .

The family would continue to receive rental assistance consistent with the lease and HAP contract until the family either buys the house that is currently occupied or vacates the rental unit for its purchased home.

Families participating in the housing choice voucher homeownership program may select to purchase an eligible unit anywhere within the BHA jurisdiction. BHA may not limit the family's choice to a specific neighborhood or unit.

The family may purchase a unit out of BHA 's jurisdiction under the portability procedures of the voucher program, but only if the receiving PHA is administering a homeownership program and is accepting new homeownership families. Like the rental program, the receiving PHA has the option to absorb the participant into its program or bill the losing PHA for administering the voucher. The receiving PHA is responsible for arranging for the family's homeownership counseling to ensure that issues related to the purchase of a home in the new community are addressed and assumes administrative responsibility for the family's voucher assistance. For instance, the receiving PHA conducts the housing quality standards (HQS) inspection, reviews the independent inspection, and determines whether the financing and the physical condition of the unit are acceptable.

The homeownership policies contained in the receiving PHA's administrative plan would apply to the family. It is essential that the family be familiar with the policies of the receiving PHA, especially where they may differ from the original PHA.

4. TWO PHYSICAL INSPECTIONS

When a family locates a unit they wish to purchase, BHA is responsible for conducting an initial HQS inspection under the homeownership program. The HQS inspection is used to determine if the current condition of the unit is decent, safe, and sanitary. Under the homeownership program, BHA is **not required** to conduct annual housing quality standard inspections.

An independent professional inspector, selected and hired by the family, must also inspect the proposed unit. The purpose of the independent professional inspection is to identify home defects and assess the adequacy and lifespan of major systems, appliances, and other structural components.

The independent professional home inspector selected by the family must be certified by the American Society of Home Inspectors or a similar national organization. The inspector may not be a BHA employee, contractor or other person under the control of the BHA.

The purpose of the independent professional inspection is to identify potential problems such as the need to replace an aging roof or heating system in the near future. It is designed to serve as a protection to the family to ensure that the condition and life expectancy of major systems and appliances in the unit are known prior to the purchase of the home.

The family's contract of sale for the home must specify that the buyer will arrange for a pre-purchase inspection of the unit by an independent inspector selected by the purchaser. The contract must further provide that the buyer is not obligated to purchase the unit unless the inspection is satisfactory to the buyer and that the buyer is not obligated to pay for any necessary repairs identified by the inspector. The contract of sale must also contain a certification by the seller that the seller has not been debarred, suspended or subject to a limited denial of participation.

A copy of the independent professional inspector's report must be provided to the family and BHA. BHA may not begin homeownership assistance until the BHA has reviewed the inspection report of the independent inspector. Even if the unit passes HQS (and may qualify for rental assistance) BHA may disapprove the unit for homeownership assistance based on the results of the independent professional inspection.

5. FINANCING

It is anticipated that mortgage lenders will consider the voucher assistance when underwriting the loan and the underwriting standards of the individual lender and/or financing program will apply. If the

purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.

The participating family ultimately is responsible for securing its own financing. BHA may develop partnerships with lenders to assist the family in obtaining financing, but may not require the use of certain lender.

Voucher funds may not be used to assist with financing costs, such as downpayment or closing costs.

6. HOMEOWNERSHIP ASSISTANCE PAYMENTS

BHA will make the monthly homeownership housing assistance payment directly to the lender on behalf of the family, unless other arrangements are made by the family and lender and approved by BHA. If the payment exceeds the amount due to the lender, BHA must pay the excess directly to the family.

The monthly homeownership housing assistance payment is equal to the lower of:

- Payment standard minus family total tenant payment (TTP).

- Family's monthly homeownership expenses minus family TTP.

The payment standard for the homeownership program is the same as for the housing choice voucher program.

The payment standard for the family at commencement of homeownership assistance is the lower of:

- The payment standard for the family unit size.
- The payment standard for the size of the home.

The payment standard for a homeownership family does not decrease after homeownership assistance commences. The payment standard is the greater of (1) the payment standard at commencement of homeownership assistance for occupancy of the home, or (2) the payment standard at the most recent regular reexamination of family income and composition.

The family total tenant payment is the same for homeownership families. TTP is the greatest of:

- Thirty (30) percent of adjusted monthly income.
- Ten (10) percent of gross monthly income.
- Minimum rent established by BHA and contained in the administrative plan.

After the homeownership housing assistance payments begin, the BHA will annually reexamine family income and composition and make appropriate adjustments to the amount of the monthly housing assistance payment.

7. HOMEOWNERSHIP EXPENSES

Homeownership expenses may only include amounts allowed by BHA to cover:

- Principal and interest on initial mortgage debt (and any refinancing of such debt).

- Mortgage insurance premium.

- Real estate taxes and public assessments.
- Home insurance.

- BHA allowance for utilities.

- This is the same utility allowance used for the rental voucher program.

- Principal and interest on mortgage debt for major repairs.

- If a member of the family is a person with disabilities, this may include debt incurred to finance costs needed to make the home accessible, if BHA determines the inclusion of such costs are needed as a reasonable accommodation.

- BHA will establish an escrow account for maintenance and repairs. It will be based on 1% of the sale price.

8. FAMILY SHARE

The Homeownership family is responsible for all homeowners expenses not covered by the HAP payment. For instance, if the monthly homeownership expenses exceed the payment standard, the family is responsible for paying the difference in addition to the required TTP.

9. STATEMENT OF HOMEOWNER OBLIGATIONS

BHA and the participating family is required to execute a Statement of Homeowner Obligations in the form prescribed by HUD before homeownership assistance payments may commence (See attached form). In the statement, the family agrees to comply with all family obligations under the homeownership option. The Request for Tenancy Approval, Lease Addendum and HAP Contract forms used are **NOT** used in the housing choice voucher homeownership program.

In order to receive continued HAP homeownership payments, the family must continue to live in the home. If the family moves out, BHA will not continue the assistance after the month when the family moves out. Neither the family nor the lenders are required to refund BHA the homeownership assistance for the month when the family moves out.

The family must comply with the terms of the mortgage in order to qualify for continued assistance from BHA. If there is a death of a title-holding family member, the assistance may be continued pending settlement of the estate.

The family is required to comply with all applicable family obligations under the voucher program.

10. TIME LIMITS

Except for elderly and disabled families, Section 8 homeownership assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance purchase of the home has a term

that is 20 years or longer. In all other cases, the maximum term of homeownership assistance is 10 years. There is no time limit on homeownership assistance for elderly or disabled families.

11. PURCHASING ANOTHER HOME

The participating family may sell its home and purchase another home under the homeownership program. However, the maximum term of homeownership assistance applies to **total** time family receives homeownership assistance, so if the participant sells the home and purchases another home, the total amount of time the family receives assistance for both homes is counted towards the time limit. BHA must determine that the initial eligibility requirements must be satisfied if the family wants to move to a new unit with continued homeownership assistance. In such a case, the pre-assistance counseling and the first-time homeowner requirement **is not** applicable.

BHA will not commence voucher assistance (either rental or homeownership) for occupancy of another unit so long as any family member owns any title or other interest in the prior home.

12. TERMINATION OF ASSISTANCE

Among those reasons that BHA may deny or terminate homeownership assistance are:

- The family does not comply with voucher program requirements at 24 CFR 982.552 or for criminal activity as defined by 24 CFR 982.553.

- The family does not comply with family obligations described at 24 CFR 982.551 or 24 CFR 982.633.

BHA must terminate voucher homeownership assistance for the family if the family is disposed from the home pursuant to a judgment or order of foreclosure on any mortgage-securing debt incurred to purchase or refinance the home.

The PHA may permit a family subject to a foreclosure action to move to a new unit with voucher rental assistance. However, BHA **must** deny such permission and terminate the family's participation in the housing choice voucher program if the family defaulted on an FHA-insured mortgage and the family fails to demonstrate that it has (1) conveyed the title to the home to HUD or HUD's designee and (2) has moved from the home within the period established or approved by HUD.

FREQUENTLY ASKED QUESTIONS ABOUT THE HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

1. What is the Housing Choice Voucher Homeownership Program?

The basic premise of the housing choice voucher homeownership program is that instead of using voucher subsidy to help a family with the rent, the voucher subsidy is provided to help a first-time homeowner meet monthly homeownership expenses.

2. What are the eligibility requirements? An individual or family must:

- Be a current voucher program participant with BHA
- Be employed for 1-2 years.
- Be a participant in good standing (i.e. the family has not violated any Section 8 program requirements)
- Meet the HUD definition of first-time homebuyer (i.e., means the participant has not had ownership interest in a home in the past 3 years).
- Sign a Statement of Homeownership Obligations
- Satisfactorily complete pre-purchase homeowner counseling classes before entering into a sales contract
- Provide a cash down payment.
- Provide the lender and real estate professionals with all pertinent documentation
- Be able to comply with any additional special requirements for homeownership assistance as specified in BHA's Section 8 Homeownership Handbook and Administrative Plan.

3. How do I know if I'm ready for homeownership?

Owning a home is a big responsibility. It's important that you understand those responsibilities before you look at being a homebuyer. It is mandatory that you take an approved homeownership-counseling course prior to purchasing a home. You should also first clear up any credit problems and save enough money so you can make a downpayment. (In some cases it may be necessary for the family to receive post mortgage homeownership counseling to help them budget their finances once they have closed on their home. This type of training is available from homeownership counselors.)

4. What kind of paperwork must I fill out?

When you purchase a home there is a lot of paperwork that must be filled out. Some of the paperwork provides BHA, the lender and real estate professional information they need to make sure you're able to financially purchase a home. Other paperwork ensures you are treated professionally and are protected. It is very important that you provide us with information that is accurate, complete and submitted quickly. Some of the information you will need to provide is evidence of your eligibility for this program; documentation of income; credit or alternate credit information. Make sure you understand what you are signing. Don't be afraid to ask the lender, real estate professional and others questions to help you understand the process.

1. What bankers and real estate professionals can I use?

For BHA's Housing Choice Voucher Homeownership Program you must choose a LENDER that is working with this particular program. It is important that you contact the person from the bank who is working on this particular loan product. Others working within the bank may not have any knowledge of this type of program.

In this program you may chose any real estate professional. However, most professionals will not understand this program unless they receive special training. You can contact the participating mortgage lenders and see if they can suggest real estate professionals who is familiar with using Section 8 Vouchers for homeownership.

2. Do I have to have good credit?

You can't have bad credit! If you do, the homeownership counselor can instruct you on how to clean up your credit record. However, you may have never established a traditional credit record and that's okay, but the lender needs to know if you pay your bills on time. The lender will review your record of making timely rent, utility and other payments. This is called alternate credit.

7. What other costs are there?

Your minimum downpayment requirement must be at least 3 percent of the purchase price, that of which 1% of the purchase price must come from the family's personal resources but not less than a minimum of $500. You **may** also have to pay for an appraisal which may cost $300-$400 and a professional inspection which may be $150.00. There may be other incidental expenses prior to your purchase as well.

8. Can my family help me buy the home?

In most cases, your family can help you purchase a home. Assisting with a downpayment or other expenses or co-signing/co-borrowing on the loan might provide help. However, it's important to understand that under Section 8 regulations, a non-occupying co-borrower cannot own an interest in the home.

9. Can I have a roommate?

No, Understand the standard family obligations for use and occupancy for the voucher program, no other person except members of the assisted family may reside in the unit except for a foster child or live in aide. The individual or family may not sublease or let the unit under the family obligations.

10. Am I limited as to how much I may pay for a home?

The amount you are able to pay for a home depends on your total income and resources. The mortgage lender will consider your total income, your Section 8 assistance, and any other assistance you are receiving from a family member or agency. The lender will pre-qualify you for a loan based on income and other financial information. It is important to have this pre-qualification letter before you begin shopping for a home.

11. How long will I continue to receive Section 8 assistance if I use it for homeownership?

Except for elderly and disabled families, Section 8 homeownership assistance may only be paid for a maximum period of 15 years if the initial mortgaged incurred to finance purchase of the home has a term that is 20 years or longer. In all other cases, the maximum term of the homeownership assistance is 10 years. Elderly and disabled families' are exempt from a time limit for homeownership assistance; (there is no time limit on homeownership assistance for elderly or disabled families).

It is important to understand that you are responsible for the full mortgage payment if your section 8 payment is terminated for any reason.

12. Once I have purchased a home under this program, must I still have a Section 8 re-certification each year?

Yes. You will still need to submit all the paperwork for re-certification each year and you will have to conform to all the statements in the Statement of Homebuyer Obligations which you sign prior to purchasing a home. This re-certification will be done at the same time your LENDER determines your tax escrow payment.

13. Do I need to get my new home inspected?

Yes, There are actually two types of inspections that are needed. You will need to hire a professional inspector to inspect the home to identify physical defects and the condition of the major building systems and components. Your housing coordinator will have to make a HUD Housing Quality Standards (HQS) inspection, which is the same inspection made for the tenant-based Section 8 rental assistance program.

14. What happens to my home if I die?

This is a complicated question because so much depends on individual circumstances. The HUD Section 8 homeownership draft rule states: "Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining members of the family in accordance with Section 8 regulations."

In other words, questions need to be asked: Is there a will? Are their remaining members of the family? Are there additional owners listed on the deed? Depending on the answers, the home may revert to those remaining members (as defined by Section 8 regulations) of the family who were residing in the home. The home may have to be sold: if no one is able to take title and payments are not made, the home may fall into foreclosure. The bottom line: if the homebuyer dies, the housing coordinator, LENDER and BHA must be notified immediately by remaining members of the family or the service provider's housing coordinator.

15. Am I responsible for other expenses incurred as a result of purchasing a home?

Yes, You are responsible for all monthly homeownership expenses (for example: homeownership association dues) all utilities and trash pick-up and for any expenses (for example: a new water

heater, structural repairs, broken windows, plumbing problems, etc.) that you may have as a homeowner.

16. What can I do if I have trouble paying my mortgage or maintaining my home?

You may be required to attend ongoing homeownership counseling. In your community there are experienced homeownership counselors who can help you save towards repairs and general maintenance of your home or assist you in getting financial advice so you can avoid defaulting on your payments. It's important to understand that your are responsible for the debt incurred to purchase your home.

17. How do I make my mortgage payments to the lender?

Your must place your portion of the mortgage payment in a bank that has Automatic Payment Deduction capability. This allows the LENDER to withdraw your part of the payment each month electronically. You must ensure the funds are available for transfer to the lender by the first of each month. BHA will make its portion of the housing payment directly to the LENDER.

18. Can I sell my home?

Yes, however all sales must be approved by BHA and you may not sell, or convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home. Depending on the circumstances, you may be subject to a recapture of BHA payments if you sell or refinance the loan.

19. Will purchasing a home make me ineligible for other assistance programs such as food stamps, Medicaid or Medicare?

No. A home, as well as a car, is an exempt asset according to Social Security and other federal agencies. These assets do not count against a person receiving other supports.

20. I've owned a very old trailer home for several years; does this make me ineligible as a first-time homebuyer?

That depends on whether or not the trailer was ever permanently attached to a foundation. If it was attached, you're not a first-time homebuyer as lenders consider this a home. If it is not permanently attached, lenders consider it a motor vehicle not a home.

21. Can I purchase a manufactured home?

Yes. However, the home must meet certain standards and being permanently attached to a foundation is one of them. Lenders will also consider the age and condition of the home.

22. How will IRS look at interest paid?

Only the amount paid by the purchaser may be claimed as taxable deductions according to IRS guidelines.

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM
The ABCs of Using Section 8 Vouchers for Homeownership

BHA withdrawal – The individual or family must establish a bank account that permits BHA, or electronic withdrawal, of the mortgage payment by the LENDER between the 1st and 4th of each month.

Appraisal - The lender requires an appraisal of the property's current market value. The cost of the appraisal is the responsibility of the homebuyer.

Assumable mortgage – A buyer can "take over" a seller's mortgage by buying seller's equity. Mortgages are assumed more when interest rates are higher than those locked into existing fixed-rate mortgages.

Certificate of Eligibility – After approving the individual's/family initial paperwork for eligibility, BHA issues the applicant a Certificate of Eligibility.

Closing costs – The downpayment, fees, and taxes paid when property is officially sold. With a minimum downpayment, buyer costs are usually around 6 percent to 10 percent depending on loan type and amount.

Co-borrower/co-signer – These terms are often used interchangeably: Under BHA's Housing Choice Voucher Homeownership Program, a co-borrower is a family member living in the unit whose income and debts, along with the borrower's are included in calculating qualifying income.

Under BHA's Housing Choice Voucher Homeownership Program, a non-occupying co-signer can sign the Note, which makes them obligated to repay the loan should the borrower default. A co-signer does not take title to the property but simply adds strength and support to the loan. The co-signer cannot sign the Deed of Trust or the Warranty Deed. Only the Section 8 purchaser may hold title to the property while the purchaser received Section 8 assistance. A good example of a co-signer is a parent who co-signs on the Note so a son or daughter can purchase the home.

Downpayment – The individual/family is required to pay a minimum of 3 percent of the purchase price and require that at least 1 percent of the purchase price come from the family's personal resources but not less than a minimum of $500.

Eligibility – The individual/family must: be a first-time homebuyer; currently receiving Section 8 Rental Assistance from BHA, and must sign the Statement of Homeownership. The applicant must have good credit or a record of established alternate credit history. The individual/family must place their portion of the mortgage payment in a bank where it can be electronically accessed each month by the lender.

Equity – The money value of a property beyond any mortgage or liabilities existing on it.

FHA mortgage – Government sponsored mortgage that requires as little as 3 percent down but not less than a minimum of $500. More lenient with consumer debt and credit problems; allows us to receive a gift for downpayment.

First-time homebuyer – HUD's definition for this program is that a first-time homebuyer has not had ownership in a home in the past 3 years.

Fixed rate mortgage – Loan interest rate never changes. Advantages: no change in principal/interest payment. Good for buyers whose income will remain steady, who plan to stay more that three years or who expect interest rates to rise.

Home inspections – The participant must have two inspections completed for this program: a home inspection completed by a professional inspector before purchasing the home and a HUD Housing Quality Standards (HQS) inspection. The cost of the professional inspection is the responsibility of the homebuyer.

Homeownership education – The participant must complete homeownership counseling from a MFA approved counselors prior to purchasing a home and send a copy of the awarded certificate to BHA.

Homeownership insurance – BHA encourages the Section 8 homebuyer to purchase homeownership insurance for their personal property. In addition, lenders require insurance on the home itself.

Housing Coordinator – The housing coordinator is a staff person from a local service provider whose agency administers BHA Section 8 Vouchers for the agency's consumers. The housing coordinator may assist the homebuyer in completed and submitting paperwork to BHA. The process of assisting the consumer in purchasing a home will vary depending on the needs of the participant. Assistance may include such things as referring individuals to homebuyers education trainers, filling out forms, linking the homebuyer to a real estate professional and approved lender; and helping the homebuyer access a professional home inspector.

Insurance – Lenders require the buyers purchase insurance on a home. This safeguards the lender's loan on the property.

Lenders – The mortgage companies participating in this program are **Countrywide Home Loans, First State Bank, Home Trust Company, National City Mortgage, Suburban Mortgage and Superior Mortgage**. The lenders will pre-qualify the participant and underwrite and close the loans.

Objective – Within the first year, BHA will assist 10-20 individuals/families to purchase homes using Section 8 assistance.

Pre-qualify – Lenders will pre-qualify participants based on the income and Section 8 information provided by the applicant and BHA. A pre-qualification letter specifies what amount the Mortgage Company is willing to lend the homebuyer to purchase a home, but is not a guarantee that the lender will make the loan. Most sellers want a letter from the lender that specifies the amount the buyer may borrow.

Prevention of mortgage default – In order to prevent a default on mortgage payments, the Section 8 homebuyer must sign a release of information form allowing the LENDER and BHA to exchange information on the participant's mortgage payments. The LENDER notifies BHA immediately if there are problems with

Private Mortgage Insurance (PMI) and Mortgage Insurance Premium (MIP) – Paid monthly by buyer to protect lender against buyer's default. Can be removed after 20 percent of a home's value is paid. New rules require lenders to notify people when PMI/MIP is no longer needed.

Recapture – under certain circumstances (i.e., the home is sold/refinanced) BHA may recapture a percentage of housing assistance payments.

Responsibility for total mortgage payment – If the homebuyer is no longer eligible to receive Section 8 assistance, the homebuyer is responsible for the entire mortgage payment.

Section 8 payment – BHA applies Section 8 rental assistance homeownership regulations in assessing what assistance payment is made. In qualifying the applicant, the Section 8 payment is applied by the lender to the mortgage payment which allows the homebuyer to qualify for a higher priced home than if the Section 8 assistance were considered income.

Sole residence – The individual/family must use the home as their sole residence and may not have homeownership interest in any other home.

HOUSING AUTHORITY OF THE CITY OF BEAUMONT

LETTER OF INTEREST TO PARTICIPATE IN THE SECTION 8 HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

I, _____, certify that the Section 8 Housing Choice Voucher Homeownership Program, administered by the Housing Authority of the City of Beaumont (BHA) has been explained to me by Jettis White, Director of Section 8 Programs, or a designated staff person by the name of _____. I further understand the terms and conditions to participate in this program.

I understand that in order to participate in this program I **must** be a BHA's Section 8 participant in good standing; and **must** meet the initial eligibility criteria listed on the attached sheet.

I further acknowledge that before initializing a Purchase Agreement for homeownership I must schedule an appointment with Jettis White at 409-899-8432 for initial counseling. At this appointment I understand I will be issued the necessary pre-qualifying paperwork as well given additional instructions for this program.

After the initial meeting with Jettis White, I will need to provide BHA with a First-time Homebuyers Training Certificate and a pre-qualified letter by a HUD approved lender. Once BHA has received these items, I will be issued a Homebuyers Voucher that will enable me to begin negotiations on the purchase of a home.

(NO EXCEPTIONS WILL BE GIVEN TO THIS PROCESS)

By:_____

SIGNATURE SOCIAL SECURITY NUMBER

Witnessed By:_____

BHA STAFF TITLE

FLOW CHART
SECTION 8 HOUSING CHOICE VOUCHER
HOMEOWNERSIP PROGRAM

NOTE: BHA must have all paperwork (underlined below) in order to make a mortgage payment on behalf of homebuyer.

- Housing coordinator briefs family interested in homeownership.
- Eligible family fills out Pre-Qualifying Application, Income, Assets and Obligations, Certification of Section 8 Homeownership Eligibility and Total Tenant Payment and Estimated Housing Assistance Payment Worksheet.
- BHA sends the recipient's paperwork to a HUD approved Homeownership Counseling Agency that will be working with the family.
- Family schedules appointment with Homeownership Counseling Agency
- Once the family completes their First-time Homebuyers training, paperwork is sent to a HUD Approved Lender, to begin the pre-qualification process.
- Lender pre-qualifies the homebuyer based on documentation required by lender.
- Family receives First-Time Homebuyers Training Certificate and pre-qualify letter from lender. Family then schedules an appointment with the Housing coordinator to be issued a Homeownership Voucher and an Addendum to the Purchase Agreement.
- Homebuyer begins working with real estate professional to find home; (**Realtor should work with BHA on estimated mortgage payment to include taxes and insurance.)** family makes an offer on the home – offer is accepted.
- Real Estate Agent/homebuyer sends copy of Purchase Agreement and Addendum to Purchase Agreement to BHA.
- LENDER makes reservation for funding.
- Lender submits Good Faith Estimate of Settlement Costs to family.
- Housing Quality Standard (HQS) inspection completed by housing inspector. NOTE: This MUST be completed prior to homebuyer taking occupancy of home. **Home must pass HQS.**
- Realtor/Homebuyer contacts professional home inspector to conduct inspection.
- Homebuyer sends completed inspection report to BHA; BHA reviews/approves inspection report.
- Realtors/Homebuyer schedules Housing Quality Standards Inspection with BHA.
- Lender submits Principal, Interest Taxes and Insurance (P.I.T.I.) to BHA for final calculations of payment standard by BHA. BHA submits Total Tenant Payment and Housing Assistance Payment to lender. **(P.I.T.I. should be approximately 40% of the family's adjusted income.)**
- Lender submits paperwork to underwriter for final approval.
- Realtor/Homebuyer informs family of closing date and location. BHA prepares Statement of Homeownership Family Obligation and Notice of Lien and Obligation to be signed at closing.
- Homeowners close on home, and insure that BHA receives copies of HUD1 Settlement Statement, Promissory Note and first payment letter, etc.
- BHA and homebuyer begin mortgage payments.

Any questions? Contact Jettis White at (409)899-8432; (409) 892-4459 (fax) or email whiteje@bmtha.org
HOUSING AUTHORITY OF THE CITY OF BEAUMONT

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
SECTION 8 HOUSING CHOICE VOUCHER
HOMEOWNERSHIP PROGRAM

PRE-QUALIFYING APPLICATION
Section 8 Homeownership Program

To be completed by the buyer and submitted to housing coordinator:

Service Provider _____ Contact Person _____

Borrower _____ Social Security Number _____

If there is a co-borrower please complete the following:

Co- Borrower _____ Social Security Number _____

Borrower's current address (include city, state, zip, county)

_____
_____
_____

Borrower's previous address if less than 2 years

_____
_____
_____

Current phone _____ Fax _____ E-mail _____

Relationship between borrower and co-borrower? Spouse _____ Other _____
Explain_____
_____

Name and address of current landlord (include city, state, zip and phone number)

_____
_____
_____

Borrower's monthly housing rent? _____ Borrower's payment _____ BHA Payment _____

Is borrower a first-time homebuyer? Yes _____ No _____

(If no please explain)

_____

Does borrower need accessible unit? Yes _____ No _____
(If yes, explain)

_____

Does borrower have any additional financial assistance? Yes _____ No _____
(If yes, specify)

_____

INCOME, ASSETS, AND OBLIGATIONS

If more room is needed, please use extra sheets as necessary.

To be completed by the buyer and submitted to Housing Coordinator.
Complete a separate sheet for borrower and co-borrower.

Borrower _____ Co-borrower _____ Co-signer _____

Sources of borrower's income

Source _____ Amount per month _____
Source _____ Amount per month _____
Source _____ Amount per month _____
Source _____ Amount per month _____
Employer

_____

Address

_____

Phone, fax, e-mail

_____

Your position _____ Years on job _____
Total monthly income _____
Current Section 8 Housing Assistance Payment _____

Assets

Does borrower have a checking account? Yes _____ No _____ Amount _____

Does borrower have a savings account? Yes _____ No _____ Amount _____

Obligations

Does borrower have a credit card(s)? Yes _____ No _____ Owed _____
Does borrower have installment loans? Yes _____ No _____ Owed _____

Other Information

Does borrower have any outstanding judgments? Yes _____ No _____
(If yes, please specify)

_____

Has borrower declared bankruptcy within the past 7 years? Yes _____ No _____
(If yes, please specify) _____
Is the borrower financially responsible for child support or alimony? Yes _____ No _____
(If yes, please specify)

_____

Is the borrower a defendant or plaintiff in a lawsuit? Yes _____ No _____
(If yes, please specify)

_____

Is any portion of your downpayment borrowed? Yes _____ No _____
Amount _____ From whom

_____

Is the borrower a co-maker or endorser on a note? Yes _____ No _____
(If yes, please specify)

_____

Is the borrower presently delinquent or in default on any debt or loan, mortgage, financial obligation, bond or loan guarantee? Yes _____ No _____

Signature _____ Date _____

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
Certification of Section 8 Homeownership Eligibility
LENDER NOTE: THIS IS AN ESTIMATE ONLY

This document is completed by the Housing Authority of the City of Beaumont (BHA) and sent to the Housing Coordinator/Participant. Participant provides this to the lender as verification of eligibility. A final form will be completed after BHA obtains evidence of a signed contract, income verification, utilities and underwriting criteria from the lender. BHA will review PITI and other homeownership expenses to determine BHA's monthly payment to lender.

PARTICIPANT FAMILY NAME_____

SPONSORING AGENCY_____

UNIT SIZE (Number of bedrooms authorized for assistance) _____

GROSS ANNUAL INCOME (Sum of income below) _____

Sources:
- Pension _____
- Own Business _____
- Social Security _____
- Military Pay _____
- SSI _____
- TANF _____
- General Assistance _____
- Wages _____
- Child Support _____
- Unemployment Benefits _____
- Assets _____
- Other _____

BHA PAYMENT – Based on the participant's current income and monthly rental expenses, the maximum allowable Section 8 assistance that may be applied to mortgage payment is:
$_____ (estimate only)

COMMENTS_____

DATE OF ISSUE (Date initial Pre-Qualification Paperwork is issued to family)
_____

EXPIRATION DATE – 120 DAYS from the issuance of the Section 8 Voucher Choice Homeownership Voucher.

Deadline for purchasing home: _____

EXTENDED EXPIRATION DATE (Granted on case-by-case basis) _____

SIGNATURES

_____ _____
Signature of BHA Official Date

_____ _____
Signature of Participant Family Head of Household Date

PROGRAM GUIDELINES

1. Housing Authority of the City of Beaumont (BHA) has determined that the above-named family is eligible to participate in the Section 8 homeownership program. Under this program, the family has 120 days to conduct a housing search to include contacting lenders and real estate professionals and locating an appropriate home for purchase.
2. During the initial or extended term of this certificate, BHA may require the family to report progress in locating a home at such intervals and times as determined.
3. If the lender agrees to finance the home purchase and the buyer closes on a contract with the seller, BHA will make its portion of monthly assistance payments on behalf of the family.
4. BHA's payment, based on the program's regulations and policies, will be made to the Lender or to the family between the 1st and 5th of each month.
5. The buyer is responsible for paying the family's portion of the mortgage to Lender between the 1st and 5th of each month through electronic transfer of funds unless other arrangements are made.
6. BHA determines the amount of the monthly housing assistance payment to be paid based on program regulations. Generally, the monthly housing assistance payment is based on the lower of the total payment standard minus the participant's total homeownership payment (THP) or monthly homeownership expenses minus the total homeownership payment.
7. BHA is under no obligation to the family, to any lender, or to any other person, to approve any purchase unless it meets all requirements as outlined in HUD regulations and BHA's administrative plan governing this program.
8. BHA does not have any liability to any party by the issuance of this certificate of homeownership interest.
9. Section 8 funding is subject to annual appropriations.
10. This certificate is not a guarantee that the family will be able to purchase a home under this program. The family becomes a participant in the program when the purchase of a home is closed under the program's rules, regulations and policies, and LENDER begins receiving payments from both BHA and the family.
11. Section 8 homeownership applicant and participant responsibilities. The individual/family:
    - Must be a current voucher program participant with BHA
    - Is a Section 8 recipient in good standing: i.e. the family has not violated any Section 8 program regulations or policies.
    - Is a first-time homebuyer as defined by HUD and FHA guidelines.
    - Must meet all eligibility criteria as specified in the program handbook and BHA's administrative plan.
    - Enter into a Statement of Homeownership Obligations Agreement and comply with provisions within that agreement.
    - Agree to use the homes as their sole residence, no other homeownership interest in any other home.
    - Comply with all approved LENDER requirements and FHA regulations.
    - Attend homeownership counseling prior to purchase and post purchase. Counseling will be offered by qualified counseling providers.
    - Provide a minimum homeowner downpayment requirement of at least 3% of the purchase price and require that at least 1% of the purchase price come from the family's personal resources.
    - Secure the family's own financing through a MFA approved lender under this Section 8 Program.
    - Secure a HUD Housing Quality Standards (HQS) and independent, professional home inspections of the home.
    - Find and enter into a sales contract with the seller on a home within 120 days unless waived by BHA.
    - Make the family's portion of house payment every month to the Housing Authority of the City of Beaumont (BHA) via electronic payment between the 1st and 5th of each month.
    - Sign a release allowing the LENDER and BHA to exchange information regarding the loan.
    - Acknowledge that termination of assistance for failure to comply will follow termination process as stated in HUD Section 8 rental assistance and homeownership rules and regulations and BHA's administrative plan.
    - Acknowledge that the family becomes obligated for the whole mortgage payment in event of termination of assistance.
    - Agree to maintain the condition of the home to comply with minimum HUD Housing Quality Standards (HQS).
12. Illegal Discrimination: If the family has reason to believe that, in its search for suitable housing it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail or by telephone. BHA will give the family information on how to fill out and file a complaint.
13. Expiration and Extension: The certificate will expire on the date stated on the to of page one unless the family requests an extension in writing and BHA grants a written extension. If an extension is granted the extension date must appear on the top of page one.

14. Agreement: By signature above, the participant family agrees to all terms and conditions set forth in this homeownership assistance document.

TOTAL TENANT PAYMENT
AND
ESTIMATED HOUSING ASSISTANCE PAYMENT WORKSHEET

Participant Name
_____

Income and
Sources_____

Gross Annual Income		$_____
$480 per dependant. _____dependants		$_____
$400 per elderly/disabled family member		$_____
Child Care Expense		$_____
Total Medical Expenses	$_____	
3% Allowable	$_____	
Medical Deduction		$_____

Total Adjustments (AAI)	$_____
Adjusted Annual Income	$_____
AAI / 12 = Adjusted Monthly Income	$_____
AMI X .30 = Total Tenant Payment	$_____
Voucher Payment Standard (_____Bedroom(s))	$_____
Minus TTP	- $_____
=Housing Assistance Payment	= $_____

*Please remember that this is only an estimate. The final calculation will be done prior to the closing of the home. When calculating the final Housing Assistance Payment we will use the lesser of the Voucher Payment Standard or your total "Monthly Homeowner Expenses" (i.e. Principle, Interest, Taxes, Insurance (PITI) and Utility Allowance.)

Voucher Payment Std.		Utility Allowance		Maximum Mtg. Payment
_____	-	_____	=	_____
				(P.I.T.I)

1 Bdrm U/A
2 Bdrm U/A
3 Bdrm U/A
4 Bdrm U/A
5 Bdrm U/A

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
SECTION 8 VOUCHER CHOICE HOMEOWNERSHIP PROGRAM

HOMEOWNERSHIP VOUCHER

Voucher Number: _____ Bedroom Size _____
Date Voucher Issued: _____ Date Voucher Expires: _____
1st Extension Expiration: _____ 2nd Extension Expiration: _____

Name of Family Representative: _____

Signature of Family Representative: _____
Date

Name of BHA Representative: _____

Signature of BHA Representative: _____
Date

1. Section 8 Voucher Choice Homeownership Program

The Housing Authority of the City of Beaumont (BHA) has determined that the above named family is eligible to participate in the Section 8 Voucher Choice Homeownership Program. Under this program, the family purchases a decent, safe and sanitary unit. BHA will make a monthly housing assistance payment to help the owner pay the mortgage and utilities.

BHA determines the amount of the monthly housing assistance payment. Generally, the monthly housing assistance payment is the difference between the applicable payment standard and 30 percent of monthly-adjusted family income.

2. Voucher

BHA is under no obligation to the family or to any other person to approve any unit for purchase. BHA does not have any liability to any party by the issuance of this voucher.

The Voucher does not give the family any right to participate in the Section 8 Voucher Choice Homeownership Program. The family becomes a participant in the Program when the family and BHA execute the Statement of Homeownership Family Obligations.

3. BHA Approval or Disapproval of Unit

When a family finds a suitable unit for purchase, the family must submit a Contract for Sale, which conforms, to BHA requirements, proof of mortgage approval and a professional home inspection of the units major systems. The family must also document whether or not the unit is in a flood hazard area and whether or not the unit is in an airport runway clear zone or an airfield clear zone. Units in flood hazard areas must be insured for flood damage.

BHA will perform an inspection of the unit in accordance with HUD Housing Quality Standards. BHA retains the right to disqualify the unit based on either the HQS inspection or the professional inspection report.

4. Obligations of the Family

When the family's unit is approved and the Statement of Homeownership Family Obligations is executed, the family must follow the rules and obligations listed in the Statement in order to continue participating in the Section 8 Voucher Choice Homeownership Program. Any information that the family supplies must be true and complete.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail or by telephone. BHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The Voucher will expire on the date stated on the top of page one of this Voucher unless the family requests an extension in writing and BHA grants a written extension of the Voucher in which case the Voucher will expire on the extension date stated. At its discretion, BHA may grant a family's request for one or more extensions of the initial term.

HOUSING AUTHORITY OF THE CITY OF BEAUMONT

SECTION 8 HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

CHECKLIST

I certify that I am a voucher program participant with BHA or eligible for admission to BHA's Housing Choice Voucher Program. **YES_____ NO_____**

Have you, your spouse, or any household members over the age 18 ever participated in any type of rental assistance from us or any other agency? **YES_____ NO_____**

IF YES:

Name: _____ Address:_____

How Long Ago?:_____ Name of Agency:_____

Name: _____ Address:_____

How Long Ago?:_____ Name of Agency:_____

I am a first-time homeowner (no member of the family has had homeownership interest in a principal residence in 3 years.) **YES_____ NO_____**

I have been working an average of 30 hours per week and have been continuously employed for at least 1 year at the Federal minimum wage multiplied by 2000 hours. Family members cannot combine this income to meet the minimum income retirement.

YES_____ NO_____

I am currently receiving Social Security or SSI. **YES_____ NO_____**

I have good credit and feel that I am able to obtain a mortgage from an independent lender.

YES_____ NO_____

_____ _____

HEAD OF HOUSEHOLD **DATE**

FILE LAYOUT

REQUIRED DOCUMENTATION	RCVD
Section 8 Voucher Choice Homeownership Voucher (Will be issued after Homebuyers Training Certificate and Pre-Qualify letter from Lender are received by BCHD)	
Pre-Qualify Application for Section 8 Voucher Choice Homebuyers Program	
Income, Assets, and Obligation Form	
Certification of Section 8 Homeownership Eligibility Form	
Total Tenant Payment and Estimated HAP Worksheet	
Homebuyers Training Certification (Must be HUD approved) (Must be submitted to BHA within 30-days from Pre-Qualifying Application)	
Pre-Approved Letter from Lending Institute (Must be HUD approved) (Must be submitted to BHA within 30-days from Pre-Qualifying Application)	
Purchase Agrement	
Addendum to Purchase Agreement	
Home Warranty Inspection Report	
Housing Quality Standards Inspection (Must be done after Purchase Agreement, Addendum to Purchase Agreement and Home Warranty Inspection Report are received by BHA) (Must be scheduled with BHA at lease 5 days prior to closing)	
Appraisal Report (Must be received prior to closing)	
Statement of Homeownership Family Obligation (Will be done at Closing)	
Notice of Lien and Obligations (Will be done at closing) (This will be recorded by BHA)	
HUD1 Settlement Statement (Need at Closing)	
Promissory Note (Need at Closing)	
Voucher Payment Subsidy Breakdown (Need before submission to underwriter for final approval) (Please have lender request a copy of this form from BHA)	

I understand that I must submit my First - Time Homebuyers Training Certificate to BHA by _____. I also understand that I must submit a pre-qualify letter from a HUD approved lender to BHA by _____. If these items are not received by this office by the dates indicated above, my voucher will no longer be considered a Homeownership Voucher, therefore, I further understand that I have until _____ to submit my rental paperwork or my Rental Voucher will expire and I will have to reapply to the waiting list to participate in either one of these programs.

Signature of Participant Date

BHA Signature Date

HOMEBUYER CHECKLIST

This form is for the borrower's use. It does not have to be completed and returned to BHA

When you apply for a home mortgage loan, you (and the co-buyer if one is being used) will need to provide the lender all of the following information. Please ensure it is completed and up-to-date (within the past 30 days).

_____ Two of your most recent pay stubs. Include year to date (YTD) from your present employer(s) and/or documentation of any other forms of income. These are also needed for anyone else who will reside in your home.

_____ Documentation of Social Security benefits

_____ One year documentation of child support payments

_____ Bank statements for all accounts from last three months

_____ W-2s and complete income tax returns for the last 3 years

_____ Names, addresses, account numbers and balances of all checking and savings accounts.

_____ Drivers license and social security card

_____ Names, addresses, account numbers, balances and monthly payments on all installment debts; include charge cards, car loans, student loans, child care expenses and child support payments

_____ Names and addresses of landlords for last 2 years

_____ Complete divorce decree

_____ Bankruptcy papers

_____ Consumer Credit Counseling papers

_____ Papers on any pending matter

_____ Proof of immigration status if not U.S. citizen

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
STATEMENT OF HOMEOWNERSHIP
FAMILY OBLIGATIONS

This Statement of Homeownership Family Obligations is entered into by and between the _____Family, here after referred to as the Family and the Housing Authority of the City of Beaumont (BHA).

I/We, _____,
Participants(s) in the BHA Section 8 Housing Choice Voucher Program Homeownership Option, fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a_____
Located at _____ and agree that:

1. Our home will be occupied by the following family members:

_____ _____
_____ _____
_____ _____
_____ _____

a. Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, BHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund BHA the homeownership assistance for the month when the family moves out.

b. The initial monthly Housing Assistance Payment will be $_____and will begin on_____. The Housing Assistance Payment amount will be adjusted, at least annually, based on any changes in payment standards, homeownership cost, household income and/or household composition, in accordance with U.S Department of Housing and Urban Development (HUD) requirements.

c. The initial monthly Housing Assistance Payment will be made as follows:

$_____will be paid directly to_____

$_____will be paid to me.

d. Housing Assistance Payments will be available for a maximum of _____ years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations, the policies of the BHA Housing Choice Voucher Homeownership Program, HUD program requirements and upon continued appropriations to BHA by HUD.

2. The family must comply with the following obligations established by HUD in accordance with 24 CFR 982.633 and 24 CFR 982.551:

a. Ongoing Counseling. To the extent required by BHA, the family must attend and complete ongoing homeownership and housing counseling.

b. Compliance with mortgage. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

c. Prohibition against conveyance or transfer of home.

(i) So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following:

1. *Use and occupancy of unit*.
   a. The family must use the assisted unit for residence by the family, and the unit must be the family's only residence.
   b. BHA must approve the composition of the assisted family residing in the unit. The family must promptly inform BHA of the birth, adoption or court-awarded custody of a child. The family must request BHA approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live in aide).
   c. The family must promptly notify BHA if any family member no longer resides in the unit.
   d. If BHA has given approval, a foster child or a live in aide may reside in the unit.
   e. 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.
   f. The family must not sublease or let the unit.
   g. The Family must not assign the lease or transfer the unit.

2. *Absence from unit.* The family must promptly notify BHA of absence from the unit. The family must supply any information or certification requested by BHA to verify that the family is living in the unit, or relating to family absence from the unit, including any BHA -requested information or certification on the purposes of family absences.

(ii) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

(iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

d. Supplying required information.

(i) The family must supply required information to BHA in accordance with 24 CFR 982.551(b) which provides that:

1. The family must supply any information that BHA 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 BHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, subpart B.
4. Any information supplied by the family must be true and complete

(ii) In addition to other required information, the family must supply any information as required by BHA or HUD concerning:

1. Any mortgage or other debt incurred to purchase the home, and 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.

.

e. Notice of move-out. The family must notify BHA a minimum of thirty (30) days before the family moves out of the home.

f. Notice of mortgage default. The family must notify BHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

g. Prohibition on ownership interest on second residence. During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.

h. Additional BHA requirements. If required by BHA, the family must attend and satisfactorily complete a post-purchase homeownership-counseling program.

This Statement of Family Obligations is entered into on this _____day of _____2002.

SIGNATURES:

HOUSING AUTHORITY OF THE CITY OF BEAUMONT	**HOMEOWNERS**
_____	_____
Signature	Head of Household (Print Name and sign)
_____	_____
Print Name of Signatory	Spouse (Print Name and Sign)
_____	_____
Date: (mm/dd/yyyy)	Date: (mm/dd/yyyy)

HOUSING AUTHORITY OF THE CITY OF BEAUMONT
SECTION 8 VOUCHER CHOICE HOMEOWNERSHIP ADDENDUM
TO RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This is an Addendum to the Residential Purchase Agreement and Joint Escrow Instructions (or other) (hereafter "Agreement"), dated _____, on property known as _____("Property"), in which _____ is referred to as Buyer and _____ is referred t as Seller.

Notwithstanding any other provisions of said Agreement, Buyer and Seller agree to the following terms and conditions, which are hereby incorporated by reference in the Agreement:

1. **APPROVAL OF AGREEMENT BY HOUSING AUTHORITY OF THE CITY OF BEAUMONT.** The Residential Purchase Agreement, Joint Escrow Instructions, and any addendums, attachments, or amendments pertaining thereto shall be of no force and effect unless in writing signed by Buyer and Seller
2. **FINANCING**.

   LOAN CONTINGENCY. Buyer's obligation to purchase the Property is also expressly conditioned upon Buyer's obtaining the loans, any required down payment, and estimated closing costs approved by BHA. Buyer shall act diligently and in good faith to obtain the designated loans, down payment, and closing costs. The Loan Contingency shall remain in effect until the designated loans are funded or _____ days after Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain the designated loans. If Buyer fails to provide such written notice within that time, Seller may cancel this Agreement in writing.
3. **INSPECTIONS.**
   A. **INSPECTION BY BHA.** Within ____ days after execution of this Agreement and upon reasonable advance notice, the Seller shall make the property available for inspection by BHA, and shall have water, gas, and electricity on for BHA's inspection.

B. INDEPENDENT INSPECTION

1. **PRE-OWNED UNITS.** Within ____ days after execution of this Agreement, and independent inspection of all major building systems shall be completed by a professional selected by the Buyer and approved by BHA, and the inspection report shall be provided to BHA. Seller shall make the property available for such independent inspection, and shall have water, gas, and electricity on for the independent inspection. BHA will not pay for said independent inspection.
2. **NEW CONSTRUCTION**. A current Certificate of Occupancy and the Builders Warranties will be required in place of the independent inspection.
3. **PRE-FAB OR MOBILE HOMES.** A FHA Compliance Inspection Report (form HUD-92051) will be required in place of independent inspection.

4. CONDITION OF PROPERTY.

A. SALE CONTINGENT ON SATISFACTORY CONDITION. Buyer's obligation to purchase the Property is expressly conditioned on approval by Buyer and BHA of the condition of the property. BHA may disapprove the Agreement due to information contained in the independent inspection report or for failure of the Property to meet federal housing quality standards.

B. REPAIRS. The Buyer shall not be obligated to pay for any necessary repairs without the express written approval of BHA.

5. SELLER CERTIFICATION.

Seller hereby certifies that Seller is not debarred, suspended, or subject to a limited denial of participation under 24 Code of Federal Regulations, part 24.

6. FAILURE OF CONDITION AND SELLER'S BREACH OF WARRANTY.

If any of the conditions set forth in this Agreement fails to occur, or if Buyer notifies Seller in writing prior to close of escrow of Seller's breach of any Seller's warranties set forth in the Agreement, then Buyer may cancel the escrow, terminate the Agreement, and recover the amounts paid by Buyer to the escrow holder toward the purchase price of the Property. Buyer shall exercise this power to terminate by complying with any applicable notice requirements specified in the Agreement and, in all other cases, by providing written notice to Seller and the escrow holder within 15 days of failure or breach. The exercise of this power shall not waive any other rights Buyer may have against Seller for breach of the Agreement. Seller shall instruct the escrow holder in the Joint Escrow Instructions to refund to Buyer all money and instruments deposited in escrow by Buyer pursuant to this Agreement upon failure of a condition or conditions or breach of warranty or warranties and receipt of a termination notice. This instruction shall be irrevocable. In the event of such termination, Seller shall bear any costs and expenses of escrow.

7. BHA NOT LIABLE FOR TRANSACTION.

By signing the Section 8 Homeownership Addendum, Buyer and Seller expressly release BHA from any liability in connection with the purchase and sale of the premises, including by not limited to:

A. BHA shall not be liable to Buyer or Seller as a result of BHA's approval or disapproval of the sale price and/or financing terms. BHA's approval or disapproval shall not be construed as a determination of what price Buyer should pay or Seller should accept. BHA's determination as to the sale price and/or financing terms is solely for the purposes of determining whether the sale complies with the Section 8 Voucher Choice Homeownership Program.

B. BHA shall not be liable for and does not guarantee the condition of the property and shall not be responsible for any defects in the premises, whether known or unknown to BHA, including any defects identified or not identified in BHA's housing quality standards inspection report, the independent inspection report secured by Buyer, and any other inspection report related to the premises.

C. BHA shall not be liable for and does not guarantee the performance or repairs of others who have provided services or products to Buyer and Seller in connection with this transaction.

D. BHA shall not be liable for and has not identified the location of boundary lines or any other items affecting title to the property.

E. BHA shall not be liable for and has not verified the square footage, representation of others or any other information contained in the inspection reports, multiple listings, advertisements, flyers, or other promotional material related to the premises.

F. BHA shall not be liable for, does not have the requisite knowledge, education and expertise, and cannot provide legal advice, tax advice, financial advice, or any other advice or information to the Buyer or Seller in connection with this transaction, except as specifically provided for in the Section 8 Homeownership program. Buyer and Seller agree that they will seek legal, tax, insurance, title, financial, construction, defect, and repair advice or any other desired assistance from appropriate professionals.

Date_____ Date_____

Buyer_____ Seller_____

Buyer_____ Seller_____

Approved: Residential Purchase Agreement and Joint Escrow Instructions, Addenda, and Attachments

Date _____

By: _____

Housing Authority City of Beaumont

HOUSING AUTHORITY OF THE CITY OF BEAUMONT

SECTION 8 VOUCHER HOMOWNERSHIP PROGRAM
MORTGAGE PAYMENT & VOUCHER SUBSIDY BREAKDOWN

Date: _____

Participant Name: _____

Estimate Date of Closing: _____

Title Company: _____

Address: _____

Contact: _____

Telephone Number: _____

Mortgage Amount and Interest Rate: _____

MORTGAGE PAYMENT:		
	Principal & Interest	_____
	Property Taxes	_____
	Hazard Insurance	_____
	Other	_____
	TOTAL P.I.T.I.	_____
SECTION 8 VOUCHER:		
	Total P.I.T.I	_____
	Utility Allowance	_____
	Total Housing Expense	_____
	Total Tenant Payment	_____
	TOTAL HOUSING ASSISTANCE PAYMENT	_____
MISCELLANEOUS:		
	UAP/TENANT	_____
MORTGAGE PAYMENT BREAKDOWN:		
	Tenant Mortgage Payment	_____
	DETRHA Mortgage Payment	_____
	TOTAL MORTGAGE PAYMENT	_____

RASS FOLLOW UP PLAN

The following is an implementation plan to address deficiencies noted in BHA's Resident Satisfaction Survey.

To improve in the area of Communication, BHA proposes the following:

1. ***Creation of an Employee Customer Service Committee.***
   The committee will develop assessment tools to monitor customer service, employee conduct and resident evaluation of services.

   Proposed completion date: 01/01/2004

   Funding Source: Capital Funds

2. ***Creation of a Communications Coordinator Position.***
   The individual will be responsible for increasing and standardizing information given to residents on a regular basis, via a resident newsletter.

   Proposed completion date: 12/01/2003

   Funding Source: Operating Funds and Section 8 Funds

3. ***Creation of Centralized Maintenance Program.***
   BHA intends to offer a one-stop maintenance system. Tenants will be able to contact one central number to report needed repairs and/or maintenance complaints. Tenants will be offered several methods of communicating with the Centralized Maintenance Departments (email, fax or telephone).

   Proposed completion date: 03/01/2003

   Funding Source: Capital and Operating Funds

4. ***Attendance at Resident Meetings.***
   BHA will ensure the attendance of management at each Resident Organization meeting.

   Proposed completion date: 01/01/2004

   Funding Source: None required

In the area of Safety, BHA proposes the following improvements:

1. ***Privatization of security services.***
   BHA will advertise through Request for Proposals (RFP) to contract out all security services. BHA will seek bids from professional, insured and qualified security agencies to provide more effective, efficient and adequate coverage for all sites.

   Proposed completion date: 03/01/2004

   Funding Source: Capital Funds

2. ***Site Improvements.***
   Installation of additional and replacement security lighting at Magnolia Gardens, Northridge Manor, Lucas Garden and Grand Pine.

   Proposed completion date: 6/1/03

   Funding Source: Capital Funds

3. ***Implementation of revised resident screening process.***
   BHA will perform background searches at annual re-certification.

   Proposed completion date: 02/01/2004

   Funding Source: Operating Funds

In the area of Neighborhood Appearance, BHA proposes the following improvements:

1. ***Creation of Centralized Maintenance Program.***
   BHA intends to offer a one-stop maintenance system. Tenants will be able to contact one central number to report needed repairs and/or maintenance complaints. Tenants will be offered several methods of communicating with the Centralized Maintenance Departments (email, fax or telephone). Maintenance will be assigned on an as-needed basis to sites to ensure maximum use of labor.

   Proposed completion date: 01/01/2004
   Funding Source: Capital and Operating Funds

2. ***Modernization.***
   Modernization plans have been developed for Tracewood I&II, Grand Pine and Lucas Gardens. The sites will receive exterior repairs to include replacement of siding, roofs and painting of stairways. Modernization efforts will also include the installation of playground equipment.

   Proposed completion date: 03/1/2004

   Funding Source: Capital and Operating Funds

STATEMENT OF PROGRESS AGAINST FY2000 GOALS

MISSION

The mission of BHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

GOALS

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

BHA Goal: **Expand the supply of assisted housing**

Objective 1: By March 2000, Housing Management will reduce public housing vacancies from 3 to zero authority-wide by attracting new clients off the waiting list, which will decrease vacancies by 1%.

2002 –
BHA has continued to gradually reduce the vacancy rate since 2000. However, thecurrent push to offer public housing residents Desegregated Housing Opportunities
vouchers have impeded the progress.

2003-
BHA continues to improve vacancy rates.

2004-
BHA has established the Centralized Maintenance Department to address the ongoing concerns in regards to vacancy rates and the need to improve upon the vacancy turn around time.

Objective 2: By November 2000, BHA will leverage private or other public funds to create additional housing opportunities by contacting community builders through HUD.

2002-
BHA will place an RFP during FY 2003 to solicit services for a HOPE IV grant application.

2003-
HOPE VI grant not submitted because replacement funds no longer available. Alternative sources of funding such as Section 8 Homeownership, SRO, 202 funding etc., will be sought to create additional housing opportunities.

2004-
BHA will establish a Section 8 Homeownership Program.

Objective 3: By May 2000, BHA will acquire vacant land from the City of Beaumont to construct 48 units to complete the 148-unit acquisition.

2002-
This goal has been achieved through the acquisition of 50 additional single-family homes in non-impacted areas throughout Beaumont, which completes the 150 unit Neches Park Replacement Program.

2003-
BHA completed the acquisition of all 150 scattered site units.

BHA Goal: Improve the quality of assisted housing

Objective 1: By May 2000, BHA will maintain public housing management PHAS score of 100.

2002-
BHA achieved a PHAS score of 82 for 2001. As of the date of the 2002 Annual Plan, BHA's tentative PHAS score is projected to be in the low to mid 80's.

2003-
BHA's PHAS score currently unavailable, but we continue to improve annually.

2004 –
BHA's achieved a PHAS score of 85 for 2003 and will strive to achieve a public housing management PHAS score of 100.

Objective 2: By July 2000, BHA will maintain voucher management SEMAP score of 100.

2002-
BHA has moved towards the achievement of this goal. BHA will continue to strive for performance improvement

2003-
BHA has improved its SEMAP score. The current score is 88.

2004-
BHA achieved a SEMAP score of 100 for 2003 and will strive to maintain its score.

Objective 3: By February 2000, Section 8 will increase customer satisfaction by being more resourceful, prompt, and continue to be courteous.

2002-
BHA has achieved this goal through staff, resident and landlord training.

2003-
BHA continues to work closely with landlords and tenants in dispute resolution. BHA staff will receive additional training to ensure higher customer satisfaction. BHA has also implemented a customer service survey to assist in gauging customer satisfaction.

2004-
BHA continues to work closely with the landlords and tenants and various agencies. BHA also renovated the Admissions and Section 8 building to better serve all clientele.

Objective 4: By January 2001, the Modernization Division will construct 48 public housing units throughout the City of Beaumont.

2002-
BHA has achieved this goal through the acquisition of 50 single-family units.

2003-
All units have been purchased and occupied.

Objective 5: By February 2000, the Modernization and Development division will perform interior demolition at Concord Homes to start renovation stage for 78 units.

2002-
BHA has achieved this goal through the demolition of 50 units and the renovation of 30 units as scheduled. The remaining units will be renovated by February 2003.

2003-
All units have been renovated.

Objective 6: By January 2001, 48 unit new construction and 100-unit acquisition will be completed, which will increase housing stock from 622 to 770.

2002-
BHA has achieved this goal through the acquisition of 150 single-family units throughout Beaumont.

2003-
All units have been purchased and occupied.

Additional accomplishments**:**
BHA has begun to take steps to improve the curb appeal of public housing properties, which is expected to attract new residents to public housing and eliminate vacancies. Improvements such as flag pole installation; fence replacement, landscaping and sidewalk repairs have been completed. BHA proposes to paint the exteriors in the upcoming year. Landscaping and exterior repairs have greatly improved the curb appeal of all BHA properties.

BHA Goal: Increase assisted housing choices

Objective 1: By January 2000, Section 8 will conduct outreach efforts to potential voucher landlords.

2001- BHA in collaboration with Port Arthur and Orange PHAs conducted a Section 8 landlord meeting regarding lead-based paint requirements and other issues. It was very well received. BHA intends to continue such outreach efforts throughout 2001 and on-going.

2002 –
BHA, in cooperation with the Orange and Port Arthur Housing Authorities, hosted landlord recruitment events during the month of November 2002. BHA has increased its recruitment efforts to increase landlord participation.

2003-
BHA continues its landlord outreach efforts in conjunction with the Orange and Port Arthur Housing Authorities.

2004-
BHA has broadened its outreach efforts by forming a partnership with the Southeast Texas Planning Commission to host an Economic Development and Housing Initiatives Conference. BHA has also attended several Neighborhood Association meetings.

Objective 2: By January 2000, BHA will submit a request to HUD for an increase in voucher payments so that BHA may increase Section 8 voucher payment standards. This will enable BHA to attract more landlords to the Section 8 program in non-impacted areas.

BHA is working with HUD Fort Worth to increase the payment standard to assist in providing desegregative housing opportunities in Beaumont.

Payment standards have been increased to assist Section 8 participants to improve their housing choices in non-impacted areas of Jefferson County. This will also assist in providing more desegregative housing opportunities.

2003-
BHA has had much success with its DHO program, due to the increased payment standards**.**

2004-
BHA continues to have success with its DHO program due to conducting 30, 60, and 90-day home visits after a family is placed.

Objective 3: By January 2003, BHA will implement first-time homeownership program, which will increase participation from 49 to 100 homeowners.

BHA has developed a plan for the Homeownership Program and plans to submit this plan to HUD for approval this year. BHA currently has 54 participants in the homeownership program, 10 of

which have already purchased homes.

Since the approval of the Homeownership Program by HUD, BHA has sold 8 additional homes to participants in this program.

2003-
BHA has sold twenty-four homes since the approval of its Homeownership Plan. BHA is in the process of revising the program to comply with the new Section 32 guidelines.

2004 –
BHA has sold twenty–five homes since the approval of its Homeownership Plan and has revised the program to comply with the new Section 32 guidelines.

HUD Strategic Goal: Improve community Quality of life and economic vitality

BHA Goal: Provide an improved living environment

Objective 1: By January 2003, BHA will achieve poverty deconcentration requirements by bringing higher income public housing households into lower income developments at BHA. BHA will increase the number of higher income households in public housing from 39 to 154; this will be a 20% increase over the next 3 years.

BHA has begun to implement measures to deconcentrate poverty by giving higher income families a preference on the waitlist.

By March 2003, Housing Management will achieve income-mixing requirements in public housing by giving access to lower income families into higher income developments.

2003-
BHA's deconcentration efforts continue. The Admissions staff will receive additional training to assist in attaining this goal.

2004-
BHA's deconcentration efforts continue. In Dec. of 2003 the Admissions staff received training necessary to attain its goal.

Objective 2: By June 2001, BHA's Modernization division will install wrought iron fencing at Concord Homes. This will improve resident safety and security at this development.

Wrought iron fences will be installed upon the completion of the renovation.

2003-
Due to the lack of funding, BHA has not installed the wrought iron fences at Concord Homes, but hopes to reduce the need for fencing at Concord Homes through the implementation of a security program at the site.

2004-

2004-Security has been established at the Concord Homes development, with the hiring of a contract security company and the hiring of off duty Police Officer's to patrol between Concord Homes and Magnolia Gardens through the weekends.

Objective 3: By March 2000, BHA will designate Lucas Garden and Grand Pines (or sections of these developments) for occupancy by elderly residents only.

BHA has begun the application process for designation of Grand Pines and Lucas Gardens as elderly housing.

This goal has not been achieved to date.

2003-

BHA will submit the required documents to obtain elderly designation for the Lucas and Grand Pine locations.

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

BHA Goal: Promote self-sufficiency and asset development of assisted households.

Objective 1: By 2002, Resident Initiatives will promote self-sufficiency and asset development of assisted housing by 10%.

BHA is in the process of reassessing the Resident Initiative programs and will implement improvements throughout 2001.

BHA has met its 2000 and 2001 objectives. The program has been reorganized and has increased enrollment in the FSS program by 50%.

2003-

BHA's FSS participation continues to increase. Currently, 150 residents are enrolled.

2004-

2004- BHA's FSS program is expanding to include core homeownership training.

Objective 2: 2002, Resident Initiatives will increase the number and percentage of employed persons in assisted housing from 204 to 220, which will be an 8% increase.

BHA has established an agreement that creates unpaid work experience opportunities for TANF recipients in conjunction with the Texas Department of Human Services and other program partners.

2003-

BHA has met the above objectives. BHA continues to work with Texas Department of Human Services to assist in meeting the needs of the tenants. Currently, there are 95 residents employed.

2004-
BHA has established a community service program in order to motivate and encourage residents to enter the workforce.

Objective 3: By 2002, BHA will increase employability services to 50 additional residents. This will increase the numbers of residents receiving these services from 150 to 200, which is a 25% increase.

BHA surpassed this objective; the Resident Empowerment Program has provided computer and education classes, resume and job skill development classes to over 200 residents,

2003-
BHA's enrollment numbers continues to increase; additional classes have been added to improve the computer skills program. Currently, we have 40 residents enrolled.

2004-
In an effort to maintain our commitment to increase the employability of BHA residents, we will continue to offer services through our partnership with Texas Workforce.

Objective 4: By 2002, Resident Empowerment will increase the number of independent disabled or elderly residents from 100 to 125, which is a 20% increase.

BHA's Resident Empowerment has begun to provide additional support service referrals to these residents in conjunction with program partners, including Department of Human Services, Shaffer's Hearing and Speech Center, and local hospitals.

The Resident Empowerment Program has increased the number of elderly residents participating in self-development classes and other social services to encourage active living.

2003-
Elderly participation continues to increase. BHA plans to develop additional support programs to benefit its elderly population.

2004-
Resident Empowerment will develop program to assist the elderly and disabled in mobility and ambulatory skills.

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

BHA Goal: Ensure equal opportunitv and affirmatively further fair housing

Objectives 1: By June 2000, Admissions will undertake affirmative measures to ensure access to assisted housing, regardless of race, color, religion, national origin, sex, familial status and disability.

BHA has provided vouchers to Young v. Cuomo class members at exception rent amounts in order to improve housing choice in non-impacted areas of Jefferson County. The Authority has begun to work more closely with the ETFHSC to establish more desegregative housing opportunities and

affirmatively further fair housing.

BHA and ETFHSC have successfully housed 25 class members in the Scattered Sites program.

Objective 2: By June 2000, Admissions will undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status and disability.

BHA is working on new wait list procedures and tenant orientations to improve the fair housing.

The BHA Admissions staff will commence aggressive outreach to Asian and Hispanic families to ensure Fair Housing opportunities are made available to all families in our service area.

Objective 3: By June 2000, Admissions will undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

BHA has appointed an ADA Coordinator to oversee the necessary modifications to the properties for accessibility. Five of the scattered site properties are being modified to comply with ADA.

BHA has achieved its goal of modifying 5 homes in the Scattered Site program to comply with ADA requirements. BHA will continue to make necessary modifications to units for clients with special needs.

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

*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__standard Annual, **X** standard 5-Year/Annual or __streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning **10/01/2003**, 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 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.
4. 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.
5. The PHA 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.
6. 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.
7. For PHA Plan that includes a policy for site based waiting lists:
· The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
· 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).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. 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.
10. 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.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. 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.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. 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.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. 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) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. 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.
21. 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.

Beaumont Housing Authority — PHA Name

TX 023 — PHA Number/HA Code

___ Standard PHA Plan for Fiscal Year: 20__

X Standard Five-Year PHA Plan for Fiscal Years 20**05** – 20**09**, including Annual Plan for FY 20**04**

___ Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

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

Name of Authorized Official	Title
Doug Landry	Chairman, Board of Commissioners
Signature X	Date 8-19-04