

PHA Plans

Streamlined 5-Year/Annual Version

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

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

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

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

Streamlined 5-Year Plan for Fiscal Years 2005 - 2009

Streamlined Annual Plan for Fiscal Year 2005

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan Agency Identification

PHA Name: Fargo Housing & Redev. Authority **PHA Number:** ND014

PHA Fiscal Year Beginning: (mm/yyyy) 01/05

PHA Programs Administered:

Public Housing and Section 8

Number of public housing units: 590

Number of S8 units: 1148

Section 8 Only

Number of S8 units:

Public Housing Only

Number of public housing units:

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

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

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 and attachments (if any) 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)

Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2005 - 2009

[24 CFR Part 903.12]

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.

X The PHA's mission is: Provide affordable and quality housing, services, and opportunities to low income and special needs families and ensure program integrity by all program participants.

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.

X PHA Goal: Expand the supply of assisted housing
Objectives:
X Apply for additional rental vouchers:
X Reduce public housing vacancies:
X Leverage private or other public funds to create additional housing opportunities:
X Acquire or build units or developments
 Other: Assist Beyond Shelter, Inc. in the development of up to 30 new affordable town homes and up to 35 new single family and duplex affordable rental units: assistance may include operating or loan guarantees with the consent of HUD and, contracted property management services.

X PHA Goal: Improve the quality of assisted housing
Objectives:
X Improve public housing management: (PHAS score)
 Improve voucher management: (SEMAP score)
X Increase customer satisfaction:
X Concentrate on efforts to improve specific management functions:

- (list; e.g., public housing finance; voucher unit inspections)
 - X Renovate or modernize public housing units:
 - X Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - X Provide replacement vouchers:
 - Other: (list below)
- X PHA Goal: Increase assisted housing choices
- Objectives:
- Provide voucher mobility counseling:
 - X Conduct outreach efforts to potential voucher landlords
 - X Increase voucher payment standards
 - Implement voucher homeownership program:
 - X 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

- X PHA Goal: Provide an improved living environment
- Objectives:
- X Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - X Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - X Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - X Other: (list below) Continue to provide supportive services to elderly/disabled tenants through our ROSS Grant.

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

- X PHA Goal: Promote self-sufficiency and asset development of assisted households
- Objectives:
- X Increase the number and percentage of employed persons in assisted families:
 - X Provide or attract supportive services to improve assistance recipients' employability:
 - X 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

- X PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - X 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:
 - X 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)

Streamlined Annual PHA Plan
PHA Fiscal Year 2005
[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

1. Housing Needs
2. Financial Resources
3. Policies on Eligibility, Selection and Admissions
4. Rent Determination Policies
5. Capital Improvements Needs
6. Demolition and Disposition
7. Homeownership
8. Civil Rights Certifications (included with PHA Certifications of Compliance)
9. Additional Information
 - a. PHA Progress on Meeting 5-Year Mission and Goals
 - b. Criteria for Substantial Deviations and Significant Amendments
 - c. Other Information Requested by HUD
 - i. Resident Advisory Board Membership and Consultation Process
 - ii. Resident Membership on the PHA Governing Board
 - iii. PHA Statement of Consistency with Consolidated Plan
 - iv. (Reserved)
10. Project-Based Voucher Program
11. Supporting Documents Available for Review
- attach. 12. FY 2005 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- attach. 13. Capital Fund Program 5-Year Action Plan
- attach. 14. Other (List below, providing name for each item)

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;

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

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

Form HUD-50070, Certification for a Drug-Free Workplace;

Form HUD-50071, Certification of Payments to Influence Federal Transactions;

Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

A. 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 PHA's Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	287		78
Extremely low income <=30% AMI	251	87	
Very low income (>30% but <=50% AMI)	36	13	
Low income (>50% but <80% AMI)			
Families with children	91	32	
Elderly families	34	12	
Families with Disabilities	75	26	
Race/ethnicity White	236	82	
Race/ethnicity Black	25	9	
Race/ethnicity Native Amer	22	8	
Race/ethnicity Asian	4	1	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	182	63	
2 BR	86	30	
3 BR	14	5	
4 BR	3	1	
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

Executive Summary (optional)

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1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

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Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	896		
Extremely low income <=30% AMI	786	88	
Very low income (>30% but <=50% AMI)	110	12	
Low income (>50% but <80% AMI)			
Families with children	366	41	
Elderly families	80	9	
Families with Disabilities	144	16	
Race/ethnicity White	769	86	
Race/ethnicity Black	86	10	
Race/ethnicity Native Amer	36	4	
Race/ethnicity Asian	5	1	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Housing Needs of Families on the PHA's Waiting Lists	
Is the waiting list closed (select one)? X No <input type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)?	
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?	
<input type="checkbox"/> No <input type="checkbox"/> Yes	

B. Strategy for Addressing Needs

The Fargo Housing & Redevelopment Authority has chosen to institute local preferences, due to our limited resources and waiting list of seventeen months. The preferences will be applied January 1, 2005 and will be applied equally with time and date. The new local preferences are:

- 1) Disabled
- 2) Near elderly – 50 years of age or older
- 3) Families with children

(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

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

- X Apply for additional section 8 units should they become available

- X Leverage affordable housing resources in the community through the creation of mixed - finance housing
- X Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- X Other: (list below) Assist Beyond Shelter Inc. in the development of up to 30 new affordable town-homes and up to 35 single family and duplex affordable rental units. Assistance may include operating or loan guarantees and contracted property management services.

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

- X Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- X Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- X 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
- X Other: 5H Homeownership Program

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
- X Apply for special-purpose vouchers targeted to the elderly, should they become available
- X Other: Adopt preference for near elderly for Section 8 waiting list.

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
- X Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- X Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- X Affirmatively market to local non-profit agencies that assist families with disabilities
- X Other: Adopt preference for families with disabilities for Section 8 waiting list.

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

- X 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

- X Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- X 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:

- X Funding constraints
- X Staffing constraints
- X Limited availability of sites for assisted housing
- X Extent to which particular housing needs are met by other organizations in the community
- X 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
- X Community priorities regarding housing assistance
- X Results of consultation with local or state government
- X 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 903.12 (b), 903.7 (c)]

List on the following table 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)	404,760	
a) Public Housing Operating Fund	851,277	
b) Public Housing Capital Fund 04		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	4,349,400	
f) Resident Opportunity and Self-Sufficiency Grants	113,845	
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
Supportive Housing	100,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CF 03	140,000	
3. Public Housing Dwelling Rental Income	1,244,740	
4. Other income (list below)		
Interest	25,960	
Maintenance Charges & Laundry	145,460	
4. Non-federal sources (list below)		
City Of Fargo/HOME	90,000	
Total resources	7,465,442	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

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) 15-60 days
 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) Community Service agencies, North Dakota Applicant Screening Referral System

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)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
 PHA development site management office
 Other (list below) Community Service agencies

c. Site-Based Waiting Lists-Previous Year

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

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

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

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

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

d. Site-Based Waiting Lists – Coming Year

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

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

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

3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(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
- X Two
- Three or More

b. X 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:

X 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)

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

c. Preferences

1. X 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:

- X 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
- X Other preference(s) (list below) Americorp Volunteers serving a term of service in the area.

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

3 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (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 the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 2 Other preference(s) (list below) Americorp volunteers

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- X 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)

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

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

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

(6) Deconcentration and Income Mixing

a. X Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. X Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete. If yes, list these developments on the following table:

Deconcentration Policy for Covered Developments			
Development Name	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
14-5	20	2 Br Low	2 BR families with a higher income average will be admitted to 14-5 until they achieve over 85% average income.
14-7	28	2BR High	2 BR Families under the overall average will be admitted to 14-7 until it is deconcentrated.

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
 - X Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors):
 - X Other (list below) North Dakota Applicant Screening Referral System
- b. X Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. X Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. X 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)
- X Criminal or drug-related activity
 - X Other (describe below) Damage history if requested
Previous Landlord name and phone number

(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)
- X 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)
- X PHA main administrative office
 - X Other (list below) Community Service agencies

(3) Search Time

- a. X Yes No: Does the PHA give extensions on standard 60-day period to search for a unit? If yes, state circumstances below: Large families, accessible units, in-patient hospital stays, ports

(4) Admissions Preferences

a. Income targeting

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

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

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- X 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
- X Other preference(s) (list below)

- A. Near Elderly
- B. Disabled
- C. Families with Minors
- D. Americorp Volunteers
- E. Graver Applicants
- F. SistersPath Applicants

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

3 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

- 1 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
- 2 Other preference(s) (list below) Near elderly, Disabled, Families with minors, Americorp
Volunteers Graver applicants, & Sisters Path applicants

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

- X 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
- X 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)

- X 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?

- X Through published notices

X Other (list below) Community Service agencies

4. PHA Rent Determination Policies

[24 CFR Part 903.12(b), 903.7(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 of the following two)

- X 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))
- 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
X \$26-\$50

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

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

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

1. Yes X 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

X 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
X Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \$50 per month
 Other (list below)

g. Yes X 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

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

- X 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)

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

- At or above 90% but below 100% of FMR
X 100% of FMR 4 Bedroom Rate
X Above 100% but at or below 110% of FMR 1-3 Bedroom
 Above 110% of FMR (if HUD approved; describe circumstances below)

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

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

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

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

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

- X 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)

- X Success rates of assisted families
- X Rent burdens of assisted families
- Other (list below) Number of families that can be assisted to assure 100% utilization

(2) Minimum Rent

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

- \$0
- \$1-\$25
- X \$26-\$50

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

5. Capital Improvement Needs

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

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

a. X Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital

Fund Program tables). If no, skip to B.

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

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

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below 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)
Development name:
Development (project) number:
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
- c. Yes No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:
- d. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
- e. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

6. Demolition and Disposition

[24 CFR Part 903.12(b), 903.7 (h)]

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

- a. Yes X No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI) of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If “No”, skip to component 7; if “yes”, complete one activity description for each development on the following chart.)

Demolition/Disposition Activity Description	
1a. Development name: 1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:	

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

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

- (1) Yes X No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

(2) Program Description

a. Size of Program

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

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

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:

c. What actions will the PHA undertake to implement the program this year (list)?

(3) Capacity of the PHA to Administer a Section 8 Homeownership Program

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

- a. Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
- d. Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

9. Additional Information

[24 CFR Part 903.12 (b), 903.7 (r)]

A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2003 - 2007.)

The Fargo Housing Authority has made considerable progress towards achieving goals stated in the 2003 five-year plan as follows:

Goal: Expand the supply of assisted housing

Steps taken:

- Renewal of 27 Shelter Plus Care vouchers
- Filled 48 vouchers for Graver Inn residents to replace lost Mod-rehab subsidy
- Design work done on an approximate seven acre parcel of land to be used for new construction of affordable housing using a Fannie Mae funds advance
- Rehabilitated the Graver Inn (60 units) and Colonial Manor II Apartments (12 units)
- Completed construction on Sisters Path, a new 12 unit project for supportive housing for homeless families using mixed financing including continuum of care dollars. Achieved 100% occupancy in September 2004

Goal: Improve the quality of assisted housing

Steps taken:

- The Fargo Housing & Redevelopment Authority's SEMAP score was 100% for 2003
- Increase customer satisfaction
 - Active Resident Advisory Board (RAB) participation through new RAB leadership
 - Physical improvements to units and buildings
 - Self-sufficiency opportunities including computer lab, Clothing N Connections, Temporary Work Training Site, Entrepreneurship for Single Parents & Minorities.
 - Tenant Education Program free through the Village Family Service Center
 - Leases, handbooks available in seven languages
 - Interpreters available for large refugee population
 - Improved playground area
- Improve specific management functions
 - Staff training including finance training, S&C training, RIMS, RHIP for all managers, supervisor training
 - Secured RHIP training for all ND & SD housing authorities
 - New inspections software and hand-held computers
 - Development training
 - Put project based accounting in place.
- Renovate or modernize public housing units
 - Laundry room renovation at Lashkowitz High Rise
 - Community room and kitchen renovation at Lashkowitz High Rise
 - Fire alarm upgrade and elevator replacement project at New Horizons Manor
 - Hallway lighting replacement at New Horizons Manor
 - Continued effort to re-roof scattered site units
 - Change over flooring as needed to carpeting from VCT in scattered site units
 - Reside scattered site units as needed
 - Repair of water damage to the lower level Administration building
 - Replacement of outdated phone system at allocations to tie all buildings together under one system
 - Upgrade of computers as needed to keep system current
- Provide replacement vouchers
 - Applied for and received 48 vouchers for Graver Inn residents to replace lost Mod-rehab subsidy
 - Renewed 27 S+C Vouchers

Goal: Increase assisted housing choices

Steps taken:

- Initiated appeal on dramatically lowered 2005 FMR's to improve choice and limit concentration
- Conduct outreach efforts to potential voucher landlords
 - Staff attend monthly apartment association meetings and speak regularly regarding the voucher program
- Implement public housing or other homeownership programs
 - FHRA implemented a Homeownership Program in 2000 and have currently sold 26 of 40 homes. New homeowners include persons with disabilities and new Americans.

Goal: Provide an improved living environment

Steps taken:

- Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments
 - The FHRA continued deconcentration of low-income families in 14-5 and high income families in 14-7. In 14-5 & 14-7, three bedroom families were successfully deconcentrated. We continue to work on the two bedroom families.
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments
 - Increase of processing lower-income 2 bedroom families into the higher income 2 bedroom units in project 14-7
- Implement public housing security improvements
 - Added security cameras to the Lashkowitz High Rise elevators
 - Fire alarm upgrade to New Horizons
 - Daily police reports on all Public Housing units and Section 8 clients
 - Periodic update with the FBI
 - Staff trained in recognizing drug paraphernalia with emphasis on methamphetamine making ingredients
 - Host monthly Street Smart meetings for downtown police and downtown businesses
- Continue to provide supportive services to elderly/disabled tenants through our ROSS grant
 - The ROSS grant provides elderly and disabled population with daily wellness checks for 25 residents.
 - Served 8,182 week-end meals
 - Provided 140 individuals with transportation to needed services

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

Steps taken:

- Provide or attract supportive services to improve assistance recipients' employability
 - FHRA Self-Sufficiency Center provides the following services:
 - Clothing and Connections: provides interview and suitable work attire for those entering the work force. Served 1,132 clients and gave 8,234 items of clothing
 - Entrepreneurship for Single Parents and Minorities: co-sponsored by the Small Business Administration; 12 class sessions teach skills to start a business. Served 52 participants with six businesses started
 - Family Self-Sufficiency Program: 26 clients served with 4 clients graduating with an escrow account
 - Temporary Work Training Site: 3,762 hours with 37 clients; employed 8 Americorp VISTA members to serve the self-sufficiency center.
 - English as a second language classes offered at Lashkowitz High Rise
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities
 - Provide ROSS services to all high rises
 - Designated Assisted Living Center at New Horizons Manor (14-2)
 - ESL (English as a second language) and GED classes offered at high rises
 - Approximately 10 human service agencies serving high rises on a daily basis

Goal: Ensure equal opportunity and affirmatively further fair housing

Steps taken:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability
 - Provide interpreter services to all applicants in approximately 50 languages including sign language
 - Print leases in seven major languages and Braille or tape if requested
 - Advertise in phone book and at various agencies in seven major languages
 - Applications on site at approximately 20 agencies including Freedom Resources for the disabled and Cultural Diversity
- 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
 - Mandatory Tenant Education program for all applicants
 - Interpreter service in any language and sign language provided by FHRA
 - Interpreter services provided at rent reviews, hearings, neighborhood meetings
 - Police refugee liaison meets with new Americans to educate on culture and expectations
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required
 - Provide ramps, strobe lights for the hearing impaired, grab bars, toilet risers, and other assistive devices for residents
 - Provided computerized devices for temperature control for quadriplegic
 - Provided automatic door openers for two disabled households for their unit door

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

a. Substantial Deviation from the 5-Year Plan

The Fargo Housing & Redevelopment Authority defines a significant amendment/substantial deviation as 1) Any change to rent, admission policies or organization of the waiting list. 2) Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. 3) In regard to Capital Fund projects, additions to and modifications of project scopes considered in the Annual and Five-Year Plan may be authorized upon approval of the FHRA Board of Directors. Emergency repairs that threaten the health or safety of tenants or PHA staff shall be undertaken and shall not be considered a significant amendment/substantial deviation.

This definition was approved by the Resident Advisory Board on August 8, 2002 and a resolution was made by Commissioner Ken Krajsa and seconded by Commissioner Michael Leier at the August 13, 2002 Board meeting.

b. Significant Amendment or Modification to the Annual Plan

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

a. X Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

If yes, provide the comments below:

b. 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.
- X The PHA changed portions of the PHA Plan in response to comments
List changes below: Preferences – retained 10% admittance for non-preferenced applicants.
- Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

X Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: Karen Moore, Chair of Board of Commissioners

Method of Selection:

X Appointment
The term of appointment is (include the date term expires): July 1999 – September 2005

Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

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)

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)

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)

b. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- The PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- The PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

Date of next term expiration of a governing board member:

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position):

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: (provide name here) Fargo, ND

a. 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):

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

b. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following

actions and commitments: (describe below)

The Fargo Housing and Redevelopment Authority Annual Plan is consistent with the goals and actions outlined in the City of Fargo Consolidated Plan for Housing and Community Development. Specifically, the FHRA has taken steps to improve housing conditions and housing opportunities for low and eliminated blighted conditions in the downtown area, and helped low income households move toward self sufficiency with the entrepreneurship training and the related career support services that are available through the Family Self Sufficiency program. The work of the FHRA is not only consistent with the Consolidated Plan - it is integral to the city's ability to continue to make progress toward the goals outlined therein.

Jessica Thomasson
Community Development Planner
Fargo Dept of Planning & Development
200 3rd Street N, Fargo, ND 58102

(4) (Reserved)

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

10. Project-Based Voucher Program

- a. Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.
- b. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:

- Low utilization rate for vouchers due to lack of suitable rental units
- Access to neighborhoods outside of high poverty areas
- Other (describe below:)

- c. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents.X Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. X Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types X check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
	Public housing grievance procedures X Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. X Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance	Annual Plan: Capital

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	and Evaluation Report for any active grant year.	Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	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	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	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, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs X Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). X Check here if included in the public housing A & O Policy.	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name:		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)				
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name:		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name:			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:			Federal FY of Grant:	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name				<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual						
Statement						
Total CFP Estimated Cost			\$			\$

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
Total CFP Estimated Cost		\$			\$

CAPITAL FUND PROGRAM

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Fargo Housing and Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58107	Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant Replacement Grant No.	FFY of Grant Approved: 12/31/2004
--	---	---

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement - Revision No.
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds				
2	1406 Operations (may not exceed 10% of line 16)	65,000			
3	1408 Management Improvements Soft Costs				
4	1410 Administration	57,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	59,744			
8	1440 Site Acquisition				
9	1450 Site Improvement	6,750			
10	1460 Dwelling Structures	651,500			
11	1465.1 Dwelling Equipment--Nonexpendable	5,500			
12	1470 Nondwelling Structures	80,000			
13	1475 Nondwelling Equipment	6,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demolition				
17	1495.1 Relocation Cost				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-14)	931,494			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fargo Housing and Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58107			Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No. Replacement Grant No.			FFY of Grant Approved: 12/31/2004		
Development Number Name/HA Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
ND06P01401	Kit./Bath-Renovation/Plumbing/Flooring and Hallway Floori	1460		130,000				
	Appliances	1465.1		1,500				
	Apartment Flooring	1460		1,500				
	Boiler Rotation Panel	1460		12,000				
	Tuckpoite Penthouse	1460		26,000				
ND06P01402	Kit./Bath-Renovation/Plumbing/Flooring and Hallway Floori	1460		73,000				
	Appliances	1465.1		1,000				
	Apartment Flooring	1460		1,500				
	Concrete Rehab	1460		40,000				
	Office and Lobby Renovations	1460		50,000				
	Replace Heating Valves and Shutoffs	1460		20,000				
	Best Security System	1460		17,000				
	Parking Gates	1460		2,000				
ND06P01403	Roofing Replacement	1460		53,000				
	Flooring	1460		12,000				
	Appliances	1465.1		1,000				
	Side Housing Units	1460		11,000				
	Replace Basement	1460		15,000				
	Landscape	1450		1,000				
	Mudjack Steps	1460		3,000				

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
ND06P01404	Flooring	1460		2,500				
	Appliances	1465.1		500				
	Doors	1450		2,500				
	Landscape	1450		250				
	Electrical Service Replacement	1460		30,000				
ND06P01405	Flooring	1460		2,500				
	Appliances	1465.1		500				
	Doors	1450		2,500				
	Landscape	1450		250				
ND06P01406	Water Heater Replacement	1460		20,000				
	Appliances	1465.1		500				
	Caulking of Building Exterior	1460		20,000				
	Apartment Flooring	1460		2,000				
	Laundry Room Exhaust	1460		6,000				
ND06P01407	Garages/Siding/Windows	1460		99,000				
	Landscape	1450		250				
	Flooring	1460		2,500				
	Appliances	1465.1		500				
ND06P01408	Reroof Admin Building	1470		80,000				
PHA Wide	A & E Fees	1430.1		59,744				
	Administrative costs	1410		55,000				
	Administrative Travel Costs	1410		2,000				
	Administrative Equipment	1475.1		6,000				
	Operations	1406		65,000				

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

Development Number	Description of Work Items	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

PHA Name: Fargo Housing and Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58107				Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No. Replacement Grant No.			FFY of Grant Approved 12/31/2004
Development Number/HA Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
ND06P01401	09/17/2007			09/17/2009			
ND06P01402	09/17/2007			09/17/2009			
ND06P01403	09/17/2007			09/17/2009			
ND06P01404	09/17/2007			09/17/2009			
ND06P01405	09/17/2007			09/17/2009			
ND06P01406	09/17/2007			09/17/2009			
ND06P01407	09/17/2007			09/17/2009			
ND06P01408	09/17/2007			09/17/2009			
PHA Wide	09/17/2007			09/17/2009			

Capital Fund Program Five-Year Action Plan
Part I: Summary

HA Name: Fargo Housing and Redevelopment Authority		Locality: (City & State) Fargo, ND				<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No.
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant:2006 PHA FFY: 12/31/05	Work Statement for Year 3 FFY Grant:2007 PHA FFY:12/31/06	Work Statement for Year 4 FFY Grant:2008 PHA FFY: 12/31/07	Work Statement for Year 5 FFY Grant:2009 PHA FFY: 12/31/08	
	Annual Statement					
ND06P01401		237,000	332,500	172,000	237,000	
ND06P01402		187,000	137,500	172,000	183,000	
ND06P01403		79,000	76,500	83,000	178,000	
ND06P01404		2,500	8,000	3,000	3,000	
ND06P01405		2,500	8,000	3,000	3,000	
ND06P01406		99,500	63,500	2,500	22,500	
ND06P01407		125,250	110,750	110,750	110,750	
ND06P01408		10,000		191,000		
PHA Wide Activities		188,744	194,744	194,244	194,244	
CFP Funds Listed for 5-year planning		931,494	931,494	931,494	931,494	
Replacement Housing Factor Funds						
Signature of Executive Director & Date:			Signature of Public Housing Director/Office of Native American Programs Administrator & Date:			

Capital Fund Program Five-Year Action Plan

Part I: Summary

Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant:2006 PHA FFY: 12/31/05	Work Statement for Year 3 FFY Grant:2007 PHA FFY:12/31/06	Work Statement for Year 4 FFY Grant:2008 PHA FFY: 12/31/07	Work Statement for Year 5 FFY Grant:2009 PHA FFY: 12/31/08
	<p>See Annual Statement</p>				
Totals This Page					

Capital Fund Program Five-Year Action Plan
 Part II: Supporting Pages
 Work Activities

Activities for Year 1	Activities for Year: 2008 FFY Grant: 12/31/2007 PHA FY: 6/30/2007			Activities for Year: 2009 FFY Grant: 12/31/2008 PHA FY: 6/30/2008			
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	
See Annual Statement	ND06P01401	Apartment/Hallway Rehab Apartment Flooring Appliances	170,000.00 1,000.00 1,000.00	ND06P01401	Apartment/Hallway Rehab Apartment Flooring Appliances New Tractor and Sweeper Resurface Parking Lot Replace Driveway	135,000.00 1,000.00 1,000.00 20,000.00 5,000.00 75,000.00	
	ND06P01402	Apartment/Hallway Rehab Apartment Flooring Appliances Caulk Exterior of Building	150,000.00 1,000.00 1,000.00 20,000.00	ND06P01402	Apartment/Hallway Rehab Apartment Flooring Appliances Replace Stairwell Lighting Landscape New Tractor and Sweeper	150,000.00 1,000.00 1,000.00 10,000.00 1,000.00 20,000.00	
	ND06P01403	Flooring Basement Repair Unit/Kitchen/Bath/Siding Upgrad Appliances Entry Door Replacement Mudjack Steps Landscape	12,000.00 15,000.00 50,000.00 1,000.00 1,000.00 3,000.00 1,000.00	ND06P01403	Flooring Basement Repair Unit/Kitchen/Bath/Siding Upgrad Appliances	12,000.00 15,000.00 123,000.00 1,000.00	
	ND06P01404	Flooring Appliances	2,500.00 500.00	ND06P01404	Entry Door Replacement Landscape Water Heater Replacement Furnace Replacement	1,000.00 1,000.00 10,000.00 15,000.00	
	ND06P01405	Flooring Appliances	2,500.00 500.00	ND06P01405	Flooring Appliances	2,500.00 500.00	
	ND06P01406	Flooring Appliances	2,000.00 500.00	ND06P01406	Community Room Remodel Flooring Appliances Replace Stairway Doors	10,000.00 2,000.00 500.00 10,000.00	
	ND06P01407	Garages Flooring Appliances Landscape	105,000.00 5,000.00 500.00 250.00	ND06P01407	Garages Flooring Appliances Landscape	105,000.00 5,000.00 500.00 250.00	
	ND06P01408	New Garage Lights AHU/DX Unit/Boilers/FA	5,000.00 186,000.00	ND06P01408			
	PHA Wide	Operations A & E Fees Contingency Administrative Administrative Travel Administrative Equipment	73,100.00 60,000.00 3,000.00 55,000.00 1,144.00 2,000.00	PHA Wide	Operations A & E Fees Contingency Administrative Administrative Travel Administrative Equipment	73,100.00 55,000.00 55,000.00 1,144.00 10,000.00	
	Subtotal of CFP Estimated Cost			931,494.00	Subtotal of Estimated Cost		

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages
Work Activities

Activities for	Activities for Year :			Activities for Year :		
Year 1	FFY Grant:			FFY Grant:		
	PHA FY:			PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
	Subtotal of CFP Estimated Cost			Subtotal of Estimated Cost		

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages
Work Activities

Activities for Year 1	Activities for Year : FFY Grant: PHA FY:			Activities for Year : FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
	Subtotal of CFP Estimated Cost			Subtotal of Estimated Cost		

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages
Work Activities

Activities for Year 1	Activities for Year : FFY Grant: PHA FY:			Activities for Year : FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement						
			Subtotal of CFP Estimated Cost			Subtotal of Estimated Cost

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Developed by:
Kevin R. Blum - Forms Developer

Version 2.1e

Changed Date format to 4-digit year.

Version 3.1b

Unprotected Account number and descriptions.

Version 3.1c

Updated to CAP Fund requirements

File Directory C:\Documents and Settings\Default User\My Documents\

DATA COLLECTION

HA_NAME	Fargo Housing and Redevelopme
HA_ADDRESS	PO Box 430, 325 Broadway
HA_CITY	Fargo
HA_STATE	28
HA_ZIP	58107
HA_PROJ_NUM	Replacement Grant No.
HA_FYE_DATE	12/31/2004
CIAP_REV_NO	
PeriodEnding	
PeriodEndingChk	
HA_PILOT	
EvalRepRevDate	
FiveYearRevNum	

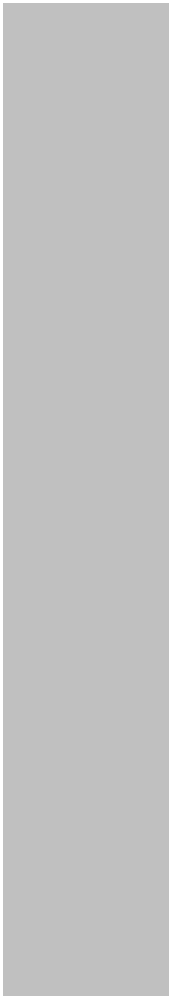
If necessary to make change
this data, enter only in the cells
with the yellow background.

ND

58107

HA_PILOT1

States	
AK	1
AL	2
AR	3
AZ	4
CA	5
CO	6
CT	7
DC	8
DE	9
FL	10
GA	11
HI	12
IA	13
ID	14
IL	15
IN	16
LA	17
KS	18
MA	19
MD	20
ME	21
MI	22
MN	23
MO	24
MS	25
MT	26
NC	27
ND	28
NE	29
NH	30
NJ	31
NM	32
NV	33
NY	34
OH	35
OK	36
OR	37
PA	38
RI	39
SC	40
SD	41
TN	42
TX	43
UT	44
VA	45
VT	46
WA	47
WI	48
WV	49
WY	50



**FARGO HOUSING AND
REDEVELOPMENT AUTHORITY**

***PUBLIC HOUSING
ADMISSION & CONTINUED
OCCUPANCY PLAN***

OCTOBER 2004

***FARGO HOUSING & REDEVELOPMENT AUTHORITY
P.O. BOX 430
FARGO, ND 58107-0430***

FARGO HOUSING AND REDEVELOPMENT AUTHORITY

PUBLIC HOUSING
ADMISSION & CONTINUED OCCUPANCY PLAN *

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***Approved by the FHRA Board of Commissioners on October 9, 2001.**

Amended 10/2001

ADMISSION & CONTINUED OCCUPANCY PLAN
FOR PUBLIC HOUSING

OUR MISSION

To provide affordable and quality housing, services and opportunities to low and moderate income persons.

PART I - DEFINITIONS

1. **Adjusted Income** - Annual Income less:
 - A. \$480 for each Dependent;
 - B. \$400 for any Elderly Family;
 - C. For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the 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;
 - D. For any Elderly Family:
 - (1) With no Handicapped Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
 - (2) With Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed according to paragraph (c) of this section, plus an allowance of Medical Expenses that is equal to the Family Medical Expenses;
 - (3) With Handicapped Assistance Expenses less than three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
 - E. For a Family with dependents:
 - (1) Child Care Expenses which are not reimbursed.
 - F. Earned Income of minor household member(s) who are not Head of Household or spouse.
2. **Annual Income** - Annual income is the anticipated total gross income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the

effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring or sporadic. Annual income includes, but is not limited to, the following:

- A. The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips and bonuses).
- B. Net income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business).
- C. Interest, dividends, and net income of any kind from real or personal property. Where the net family assets exceed \$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 less the costs incurred in disposing of these assets.
- D. The full amount received from social security, annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts, excluding a lump-sum payment for the delayed start of a periodic payment of Social Security or Supplemental Security Benefits.
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- F. Welfare assistance payments excluding amounts received to cover out-of-pocket expenses necessary to participate in a publicly-assisted program.
- G. Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
- H. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit except special pay for a family member serving in the Armed Forces who is exposed to hostile fire.
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his/her support but controlled for his/her benefit by the head of the household or a tenant family member other than the head who is responsible for his/her support.
- J. Relocation payments made under title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4993);

3. Annual income does not include:
 - A. Temporary, nonrecurring or sporadic income such as the following:
 - (1) Casual, sporadic (occasional) gifts;
 - (2) Amounts that are specifically received for, or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation settlements for non-backpay awards), capital gains, and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, equipment, material, supplies, transportation and miscellaneous personal expenses. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income; and
 - (5) The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
 - B. Payments received for the care of foster children.
 - C. 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. The following types of income are subject to such exclusions:
 - (1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);
 - (2) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993); including Green Thumb, Senior Aids and Senior Home Companion employees.
 - (3) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
 - (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (24 U.S.C. 459(e));
 - (5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance program (42 U.S.C. 8621-8629);
 - (6) Payments received from programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504); and
 - (8) The first \$2,000.00 of per capita shares received each year from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 U.S.C. 117).
 - (9) Earnings in excess of \$480 for each full-time student 18 years of age or older, excluding head and spouse.

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 30 days or an otherwise Housing Authority-specified shorter period.

4. Child Care Expenses: Amounts expected to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable head of household or an adult family member to be gainfully employed and/or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
5. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person or is a full-time student (does not include full-time student who is head of household or spouse).
6. Disabled Person: Disabled person means a person who is under a disability as defined in Section 223 or the Social Security Act or in Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970, or is handicapped as defined in this section or section 504 of the Rehabilitation Act. Section 223 of the Social Security Act defines disability as:
 - A. 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
 - B. In the case of an individual who has attained age 55 and is blind within the meaning of "blindness" as defined in the above regulations; inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: A disability attributable to mental retardation, cerebral palsy, epilepsy, or other neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

7. Effective Date: The "effective date" of an examination or reexamination refers to (i) an examination for admission, the effective date of initial occupancy, and (ii) in the reexamination of an existing tenant, the effective date of the redetermined Total Tenant Payment.
8. Elderly Family: A family whose head or spouse (or sole member) is at least 62 years of age or disabled or handicapped as defined in this section; and may include two or more elderly, disabled, or handicapped persons living together or one or more such persons living with one or more live-in aids.
9. Elderly Person: A person who is at least 62 years of age.
10. Eligibility Income: To determine whether a family is income eligible, income shall be determined according to the definition of annual income in Part I, Item 2.
11. Evidence of Citizenship or Eligible Immigration Status: The documents which must be submitted to evidence citizenship or eligible immigration status (CFR 912.6(b)).

12. Family: Family includes, but is not limited to, a single person or a group of persons; a pregnant female, a family with a child or children or a person in the process of adopting a dependent.
13. Full-Time Student: A person who is attending school or vocational training on a full time basis.
14. Gross Income: Means total annual income as defined in this section.
15. Handicapped Assistance Expense: 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 to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
16. Handicapped Person: A person is handicapped if he/she has a physical impairment which:
 - A. Is expected to be of long, continuous and indefinite duration;
 - B. Substantially impairs the ability to live independently; and
 - C. Is of such nature that the ability to live independently would be improved by property accommodating housing.
17. Head of the Household: This is the person who assumes legal responsibility and for the behavior of the household.
18. HUD: The term HUD means the United States Department of Housing and Urban Development.
19. Income: Low – A family whose annual income is at or below 80% of median income for the area, as determined by HUD. Extremely low – A family whose annual income is at or below 30% of the median income for the area, as determined by HUD.
20. Live-in Aide: A person who resides with an elderly, disabled, or handicapped person, and,
 - A. is determined by the Housing Authority to be essential to the required care of the person; and
 - B. is not obligated to support the person; and
 - C. would not be living in the unit except to provide necessary support services.
21. Medical Expenses: Those medical expenses, including medical insurance premiums, anticipated to be paid during the period for which annual income is computed, which are not covered by insurance and are an out-of-pocket expense to the family. (Medical expenses are allowed only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income).
22. Near-elderly: A person who is at least 50 years of age.
23. Net Family Assets: Value of equity in real property, savings, stocks, bonds, and other forms of capital investment. To determine net family assets, the Housing Authority shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding

the date of application for the program or reexamination. In the case of a disposition of property as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value.

24. Rental Choice: The amount payable monthly by the family as rent to the Housing authority for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services, and reasonable amounts of utilities is determined in accordance with the Housing Authority's schedule of allowances for utilities supplied by the project. Tenant rent equals Total Tenant Payment less the utility allowance. Families may choose from the following rental options:
 - A. Flat rent which is based on the market value of the unit, as determined by the FHRA, or
 - B. Income-based rent. The Total Tenant Rent shall not be less than 10 percent of the annual gross income or less than 30 percent of the annual adjusted income, or \$50.00 whichever is greater. However, a tenant shall at no time pay more than the flat rent established by the FHRA.
25. Spouse: The legal husband or wife of the head of the household.
26. Tenant Rent: The amount payable monthly by the family as rent to the Housing Authority for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services, and reasonable amounts of utilities determined in accordance with the Housing Authority's schedule of allowances for utilities supplied by the project. Tenant rent equals Total Tenant Payment less the utility allowance.
27. Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewer services.
28. Utility Allowance: A fixed amount is allowed to the tenant as a deduction from the Total Tenant Payment for utilities purchased separately by the tenant. The amount of the allowance is based on the average estimated cost of utilities for living units of various bedroom sizes as determined by the Housing Authority's Utility Allowance Schedule. Telephone service and electricity for amenities or excess use of utilities are not covered by the utility allowance.

PART II - ELIGIBILITY REQUIREMENTS

Eligibility Requirements

To be eligible for admission, an applicant must qualify as a family.

1. For purposes of admission a family may be:
 - A. A single person or group or persons;
2. Disaster victims not meeting statutory requirements for admission, only for the duration of the emergency according to HUD Regulation 7465.1 REV-2, Section 6-4.
3. Income Limits for Admission: To be financially eligible, the applicant's family must provide adequate evidence that the Annual Income for the 12-month period following occupancy is not anticipated to exceed the Income Limits for Admission. (See Appendix A-Income Limits)

4. Other Qualifications: Elements considered when determining eligibility include, but are not limited to the following:
- A. Whether the conduct of the applicant or member of the family in present or prior housing is such that admission could adversely affect the health, safety, or welfare of other tenants, Authority staff, the physical environment, or the financial stability of the project. A record of any of the following may be sufficient to deny eligibility:
 - (1) Non-payment of lawful obligations, including rent and utilities.
 - (2) Disturbance of neighbors.
 - (3) Destruction of property.
 - (4) Poor living or housekeeping habits.
 - (5) Any criminal activity which threatens the health, safety or right to peaceful enjoyment of the Housing Authority's premises by other tenants or Authority staff.
 - (6) Drug-related criminal activity on or off the premises or violent criminal activity.
 - (7) Reasonable cause to believe that the applicant or member of applicant's family has a pattern of alcohol abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - (8) Reasonable cause to believe that the applicant or the member of the applicant's family has a pattern of controlled substance abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - (9) A record of lease violations and/or excessive damages.
 - (10) Applicants being investigated or with a record of fraud through another Federal housing agency.
 - (11) An applicant who certifies false statements or information provided to the Housing Authority on application or other documents related to obtaining tenancy through the Housing Authority.
 - B. To determine eligibility for admission, the Housing Authority shall rely upon sources of information which may include, but are not limited to: Housing Authority records, personal interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, school records, foreign or tribal records, newspaper articles, or the police and sheriff departments, computer matching with National Crime Information Center, and other law enforcement entities. This information will be used to determine whether the applicant's or applicant family's prior conduct and behavior is likely to interfere with other tenants or Housing Authority staff to diminish their health, safety or welfare, or be adversely affecting the physical environment or the financial stability of the Housing Authority's low-income housing program.
 - C. If unfavorable information is received, consideration may be given to the time, nature, and extent of the conduct and to factors which indicate a reasonable probability of favorable future conduct.
5. Ineligible Applicants
- A. An applicant shall be ineligible as follows:
 - 1. If the Housing Authority has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the

health, safety, or right to peaceful enjoyment of the premises by other tenants. The Housing Authority may waive prohibiting admission if the person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- (a) has successfully completed a supervised drug or alcohol rehabilitation program;
- (b) has otherwise been rehabilitated successfully; or
- (c) is participating in a supervised drug or alcohol rehabilitation program.

2. Persons evicted from public housing, Indian housing, Section 23, any Section 8 program, or any other assisted housing 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.

* Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

The Housing Authority can waive this requirement if:

- (a) the person demonstrates successful completion of a rehabilitation program approved by the Housing Authority, or
- (b) 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. FHRA will deny or terminate if a participant family member commits or has committed drug-related criminal activity, violent criminal activity or gang activity within the last five years before the date that FHRA provides notice to the family of the determination to deny or terminate assistance. A preponderance of evidence will be used regardless of whether the family member has been arrested or convicted.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

4. If the applicant fails to meet any other federally mandated eligibility criteria.
5. FHRA will permanently deny admission to the public housing program, and immediately and permanently terminate assistance of persons convicted of manufacturing or producing methamphetamine.
6. FHRA will permanently deny admission to the public housing program, and immediately and permanently terminate assistance of persons if any member of the family is subject to registration requirement under a state sex offender registration program.

Each applicant determined ineligible shall be promptly notified by the Housing Authority

in writing of the determination with the reason therefor and of the right, upon request, to pursue the Housing Authority's grievance procedure (except where otherwise disallowed).

PART III- TENANT SELECTION AND ASSIGNMENT POLICIES

The Tenant Selection and Assignment Policies take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a sound low-income housing program which provides a decent and suitable living environment and which fosters economic and social diversity in the tenant body as a whole.

1. Non-discrimination

The Housing Authority shall provide housing in a fair and consistent manner to all persons/families interested in renting a Housing Authority unit. The Housing Authority will not discriminate at any stage of the application/participation process because of race, color, national origin, religion, creed, sex, age, handicap or disability. FHRA is bound by the nondiscrimination requirements of federal, state, and local law. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level. FHRA will abide by the nondiscrimination requirements of:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving federal assistance; and;
- E. Executive Order 11063, which required HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed), or sex in housing receiving federal assistance.
- F. NDCC 14-02.4, which is the state anti-discrimination law. FHRA shall not discriminate against any applicant because of race, color, sex, national origin, religion, age or mental handicap or status with regard to marriage or public assistance. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state, or local level.
- G. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110;

H. The Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

2. Tenant Selection and Waiting List Procedures

A. The waiting list will be maintained for all eligible applicants by date/time of receipt of completed application. Separate waiting lists will be maintained for: 1) designated elderly/disabled units at Lashkowitz High Rise and Pioneer Manor; 2) accessible units in scattered site housing and at New Horizons Manor; 3) scattered site housing; and 4) Single Room Occupancy.

B. In order to be placed on the waiting list, an interested family must submit a **complete** application to the Housing Authority. Complete applications will be date and time stamped upon receipt in the Housing Authority office and placed on the waiting list in order of date and time received. The complete application will consist of:

- Application form
- Picture ID and Social Security cards
- Declaration of citizenship or eligible immigration status forms
- Releases of Information, Privacy Act Statement, Personal Declaration (to be signed by each household member age 18 or older)
- Any additional information requested by the Housing Authority which has been received and certified

All forms requiring applicant signatures must be signed by all adult members of the family listed on the application.

C. The waiting lists will be managed according to type and size of unit. In accordance with the FHRA local preference, the Housing Authority will give preference to:

1. a family whose head or spouse or sole member is an elderly person or a disabled person in units intended for their use;
2. a family needing an accessible unit will take priority for an accessible unit over a non-handicapped family;
3. those displaced as a result of a local natural or manmade disaster as defined by the City of Fargo Mayor's declaration of a state of emergency. Those displaced by the act of a disaster will be placed on the waiting list as high priority candidates for immediate selection onto the housing assistance program. To be considered displaced, the applicant's unit must be declared uninhabitable by third party inspectors.
4. AmeriCorps Vista members and their households serving a term of service in the Fargo area with a non-profit agency or public agency.
5. The FHRA reserves the right to transfer participants between Public Housing and the Housing Choice Voucher program under extenuating circumstances or as a reasonable accommodation. This would require a written request by the participant justifying the request and approval by the manager and Executive Director or Deputy Director. Estenuating circumstances include but are not inclusive to safety, medical, and FHRA's homeownership program.

D. Procedure for Compliance with Income Targeting Guidelines

1. Once a month, reports will be run tracking income for new admissions to Section

8 and Public Housing.

2. In the event that new admissions for the present fiscal year fall below the mandatory income guidelines for extremely low income admissions, it may become necessary to select applicants whose names have come up on the waiting list based on their meeting the extremely low income guidelines. This will be accomplished in the following manner:
 - a) An applicant at the top of the waiting list will be sent a letter and asked to come in for an interview as they normally would.
 - b) If after the interview an applicant's verified income exceeds the extremely low income requirement, the applicant will be put back on the waiting list with their original date and time, and the next extremely low income applicant at the top of the waiting list will be taken.
 - c) This process will continue until the Housing Authority is again in compliance with the mandatory income guidelines.

- E. It is FHRA's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Fargo Housing and Redevelopment Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. At this time we have no concentration of poverty, or lower/higher income projects.

- F. An inactive file will be disposed of three years from the date it was classified as inactive, and
- G. Ineligible or withdrawn files will be disposed of three years from the date they were classified as ineligible or withdrawn. Terminated tenant files will be disposed of three years after audit.

3. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin, as follows:

- A. Tenants shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined by the Executive Director or his/her designated representative.
- B. Transfers shall be made to conform to occupancy standards.

- C. Transfers required shall take precedence over new admissions.
- D. Families in over-occupied units shall be offered a larger unit at the first opportunity.
- E. Families in under-occupied units shall be offered a smaller unit at the first opportunity. This may be waived to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
- F. Only one unit will be offered to a family transferring unless there is a hardship situation as determined by the Housing Authority. If tenant refuses the unit offered, and it is determined by the Housing Authority that there is no hardship to the family, the lease may be terminated by the Housing Authority with a 30-day notice.

4. Additional Selection Criteria

- A. Selection is determined in accordance with 2. A above.
- B. In an effort to ensure the most successful housing placement, the FHRA mandates attendance to the Tenant Education Program offered through the Village Family Service Center prior to admission. Applicants will be notified of this requirement at time of application, allowing ample time for completion. Should waiting list time be less than three months, arrangements can be made to attend after admission but must be completed within three months. Waivers for this class will be considered by the administration.
- C. When there are no eligible families with a preference for appropriate bedroom sizes, then the process of first come, first served by date and time of application will govern.
- D. The Housing Authority can hold a unit for an eligible tenant for no more than thirty (30) days after notifying the tenant of the available unit. If the Executive Director determines extenuating circumstances warrant it, an extension period may be granted up to an additional 30 days.
- E. All other eligibility requirements apply.
- F. Each eligible applicant will be offered a suitable unit. If the applicant rejects the unit offered, he/she shall be moved to the last place on the waiting list. If the applicant rejects a unit when their name reaches the top of the waiting list for a second time the application will be made inactive and the applicant informed that he/she must reapply when he/she is again interested. It is not a rejection if the location would create an undue hardship to the applicant. This hardship situation must be verified and accepted by the Housing Authority.

PART IV - RENT AND RENT COLLECTION POLICY

1. Choice of Rent

The amount payable monthly by the family as rent to the FHRA will be the option selected annually by the family. The options include:

- A. Flat rent which is based on the market value of the unit, as determined by the FHRA. Flat

rent will be re-determined annually using the Rent Reasonableness program. See Appendix B for schedule.

- B. Income-based rent. The Total Tenant Rent shall not be less than 10 percent of the annual gross income or less than 30 percent of the annual adjusted income, or \$50.00 whichever is greater. However, a tenant shall at no time pay more than the flat rent established by the FHRA.
- C. Upon the family's request, the FHRA will switch the family's rental payment from flat rent to income-based rent due to the following circumstances:
 - 1) The family has experienced a decrease in income because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of earnings or other assistance;
 - 2) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
 - 3) Such other situations determined by the FHRA to be appropriate.
- D. Minimum Rent Hardship Exemption
FHRA may grant an exception to the minimum rent requirement for hardship circumstances, which includes the following situations:
 - 1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. The family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. The income of the family has decreased because of changed circumstances, including loss of employment; or
 - 4. A death in the family has occurred.

An exemption will not be provided if the hardship is determined temporary.

FHRA will inform all program participants of their right to request a minimum rent hardship exemption and that determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended for a period of up to 90 days. The minimum rent will be suspended until a determination is made whether:

- There is a hardship covered by the statute; and
- The hardship is temporary or long-term.

If FHRA determines that there is no hardship covered by the statute, minimum rent is imposed, including backpayment for minimum rent from time of suspension. If FHRA determines that the hardship is temporary, the minimum rent also is imposed, including backpayment for minimum rent from the time of suspension. The family will not be evicted for nonpayment during the 90-day period commencing from the date of the review request.

- E. Where the tenant pays his own utility bills, a utility allowance will be subtracted from the

Total Tenant Payment according to an approved Utility Allowance Schedule. (See Appendix B - Utility Allowance Schedule.)

- F. Where rent computations result in utility reimbursement (Total Tenant Payment less utilities), the Housing Authority shall pay to the utility company the utility allowance as determined by tenant's unit size according to a written agreement signed by the tenant. The tenant shall be responsible for paying his/her share of the utility charges directly.

2. Rent Collection Policy

- A. Rents are due and payable in advance on or before the first day of each month.
- B. All unpaid rents become delinquent after close of business on the 7th of each month and unless a written extension is requested and approved by the Housing Authority and signed by the head of household or any adult member of the household prior to the 7th day of the month, the tenant shall be personally served a 14-Day Notice to Pay or Quit. If the tenant has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Authority's attorney for legal processing.
- C. When a payment agreement is executed, the maximum length of an extension of time to pay the delinquent rent shall be 60 days. If the rent is not paid on the date set forth in the repayment agreement, the tenant will be served a 14-Day Notice to Pay or Quit. If the tenant has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Authority's attorney for legal processing.
- D. A \$10.00 late charge, plus \$1.00 per day, is added to any rents not paid on or by close of business on the 7th of the month or such later date set forth in an approved written payment agreement.
- E. If payment is not made and the time for a grievance has expired, legal proceedings will be instituted for possession of the unit. Partial payment will not stop legal proceedings.
- F. Late payment of rent and/or receipt of a NSF or No Account check constitutes material non-compliance with the terms of the lease and could result in termination of tenancy. The tenant will be charged for any returned checks and, in addition, will be assessed late charges (as set forth in D above). Participants issuing an NSF check or no account check will be required to pay by money order for a period of one year.

PART V - ADDITIONAL CHARGES

1. Security Deposit

Each tenant is required to pay a security deposit. Security deposit amounts are determined by unit size and are as follows:

1 BR	\$150.00
2 BR	\$250.00

3 BR	\$300.00
4 BR	\$350.00

A non-refundable holding fee of \$50.00 will be required at initial interview to secure unit for the resident. This holding fee will be applied to the security deposit which is required to be paid in full at move-in. Case-by-case payment schedules may be made for extenuating circumstances. The security deposit will be held until the tenant moves out and will be returned with interest within 30 days if the following conditions are met:

- A. There are no unpaid rent or other charges for which the tenant is liable.
- B. The apartment and all equipment are left reasonably clean and all trash and debris has been removed by the tenant.
- C. There is no damage which is not due to normal wear.
- D. All keys issued to the tenant are returned to the Housing Authority office when the tenant vacates.
- E. Tenant must provide the Housing Authority with a forwarding address.
- F. Tenant gives 60 days written notice to the Housing Authority.
- G. Tenant must have resided in the Housing Authority unit for nine or more months before interest will be paid on security deposit.

Pet Deposit

Tenant agrees to pay an additional pet deposit to be used by the Housing Authority at the termination of tenant's lease for reimbursement for costs of repairing any damages to the dwelling unit caused by a pet. (See Appendix C for Pet Policy; Service and Companion Animal Policy)

PART VI - RE-EXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

1. As required by regulation, the Housing Authority will re-examine the status of each family relating to the rent charge, and the size of the unit required. Families choosing flat rent will be reexamined once every three years or at resident request. Families choosing income-based rent will be reexamined annually or until circumstances warrant an interim rent review.
2. At annual re-examination the tenant is required to:
 - A. Provide releases of information.
 - B. Complete Personal Declaration form.
 - C. Verify **ALL** income, assets, and deductions;

- D. Provide current information on family composition; and
- E. Provide verification of status for Community Service requirement.

Failure by family to cooperate in and complete interim re-examinations in a timely manner and annual re-examinations prior to the annual date of the original lease is a violation of the tenant's lease and shall be grounds for termination of tenancy.

3. Income will be reviewed at the reexamination to determine rent to be charged. If it is found that the rent currently being charged is no longer in conformance with HUD regulations, the rent will be adjusted accordingly.
4. When rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances warrant a special rent and income review. Residents must report any changes in income in excess of \$50 per month in writing within two weeks. All changes in household composition must be reported immediately. If needed, the rent and the unit size will be adjusted in accordance with HUD regulations:
 - A. Additional persons will reside in the unit.
 - B. Tenant requests a rent review due to a decrease in family income or change in family size or a change in other circumstances which would lower the rent payment according to HUD regulations. Typically, the decrease in income will be adjusted if it is anticipated to last more than 90 days.
 - C. The current rental payment was calculated for a temporary time period.
 - D. There is a change in Authority regulations requiring such a review.
5. Increases in rent resulting from rent reviews are effective the first day of the second month following the change. Decreases in rent are effective the first day of the month following the change. All changes must be verified in writing by the 15th of the month in which the change occurs, or within 10 days, whichever comes first.
6. If it is found that the size or composition of a household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations the Housing Authority shall transfer family to other dwelling unit according to transfer procedures as set out in this plan.
7. If it has been found that a tenant misrepresented to the Authority the facts upon which rent is based, so that the rent paid is less than should have been charged, then the increase in rent is made retroactive to the date the change should have been made. If the Housing Authority determines that the tenant has gained admission or remained in occupancy in the Housing Authority's project through the tenant's willful misrepresentation of income, assets, or family composition, the Housing Authority may serve 30-Day Notice of Termination of Lease and may file charges against tenant in District Court for theft of services or fraud.
8. If the Housing Authority finds that a tenant intentionally or deliberately misrepresented his/her

income, assets, deductions or family composition, the tenant may be given notice of Termination of Lease at the time the misrepresentation is discovered, whether or not the tenant is eligible when the misrepresentation is discovered. Tenant has the right to request to pursue the Housing Authority's grievance procedures.

9. The FHRA will not reduce the annual income of a family or reduce the rent because of a reduction in the family's welfare assistance because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

PART VII - VERIFICATION OF STATEMENTS AND INCOME

All applicants and tenants shall be required to furnish proof of any statements, when requested by the Housing Authority, to reasonably assure accuracy.

When an applicant or tenant reports annual income which appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., AFDC, welfare, unemployment compensation, child support, child care assistance reimbursements, etc.) the Housing Authority may require the absence of such income to be verified, every 60 days.

All verifications will be obtained prior to the signing of a lease and for all subsequent re-examinations to ensure that current and accurate data is used in calculating rents, eligibility and unit size.

Applicants/tenants must furnish verification or provide authorization to the Housing Authority to obtain verification from a third party of all statements regarding income, assets, and allowances.

When a tenant's or applicant's participation in or completion of a drug abuse, alcohol abuse or other counseling program is required for admission or continued occupancy, the applicant or tenant must provide releases of information to the Housing Authority for such counselors or agencies as are involved for purposes of determining eligibility.

All income, assets and each applicable deduction or exemption is verified at the time of admission and at each subsequent reexamination. Income will be verified by third-parties when feasible. If third-party written verification is not possible, a review of documentation provided by the family, such as employer's W-2 forms, benefit checks, income tax returns, benefits award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third-party verification is not used, the Housing Authority will document the reason another method was used. (United States Treasury checks will not be photocopied.)

The following will be verified and documented in tenant files:

- A. Age of family members when the sole factor determining eligibility is based on age or to support exemptions claimed for minors.
- B. Displacement, handicap, disability, or age when they are a factor in determining eligibility for a placement on the waiting list or unit assignment.

For persons who claim disability but do not receive benefits under Section 223 of the Social Security Act or Section 102 (b) 5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when applicant or tenant has no other means of verifying disability, a Doctor's Certification as to the degree and

possible length of such disability or equivalent may be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility.

- C. Full-time student status.
- D. Non-economic selection criteria. When the basis for possible denial of eligibility is the past conduct of the applicant or members of his or her family, the Housing Authority may request additional information, including, but not limited to:
 - (1) Verification of past rental history;
 - (2) Home visits to current residence; and
 - (3) Interviews with neighbors, clergy persons, advocates, counselors, parole officers, local law officers, etc.

PART VIII - OCCUPANCY STANDARDS AND REQUIREMENTS

1. Occupancy Standards

Units are assigned so that no persons of opposite sex, other than head and co-head and children below the age of six years, will be required to occupy the same bedroom. When possible, units also should be assigned not to require use of living rooms for sleeping purposes. Every member of a family regardless of age should be considered a person.

The following will determine the number of bedrooms required for a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve

or maintain full occupancy by temporarily assigning a family to a larger unit than is required. Such family would be transferred to the proper size unit as soon as one is available. When transfers are necessary, they take priority over new admissions.

Generally assignment of units will be made as shown below:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	4
2	2	6
3	3	10
4	5	12

The relationship, age, sex, health, or handicap of the members of the family may be taken into consideration in assigning families within the above ranges.

2. Family Absences From Unit.

A unit under lease may not be left unoccupied for greater than 45 days, whether or not the tenant pays rent and/or utilities on the unit unless otherwise approved in writing by the Housing Authority. The FHRA may make case-by-case exceptions for required in-patient stays up to 180 days.

Criteria used to determine if a family is absent from a unit include but are not limited to:

- A. Rent is unpaid.
- B. Utilities are not in service.
- C. Papers piled up in front of door.
- D. Mail not collected, or Post Office reports a forwarding address has been placed at the Post Office by the family.
- E. Reports by neighbors or other individuals that the unit is vacant.
- F. Emergency inspection to view unit.
- G. Attempts by Housing Authority staff through mail and telephone to contact the family.
- H. Newspaper or other reports that the individual is incarcerated or deceased.

3. Changes in family composition.

- A. To add a family member, foster child or live-in aid to a tenant's lease, the tenant must within 30 days:
 - (1) Provide a written request to the Housing Authority.
 - (2) Complete a Personal Declaration including the proposed new family member so that the additional family member may be screened for eligibility.
 - (3) Supply all required documentation for proposed new family member, foster child, live-in aide, etc.
 - (4) Not allow the proposed new family member to reside in the unit for more than three days without written approval from the Housing Authority prior to the proposed new family member being determined to be eligible by Housing Authority staff and being officially added to the lease. (Exception: a newborn or adopted baby or foster child may reside in unit during the process of determining eligibility to be added to the lease as a family member.)

- B. To remove a family member from the tenant's lease the following procedures must be followed within 30 days:
 - (1) The adult head of household may remove minors from the lease by written request to the Housing Authority. The tenant may be required to provide documentation to show that the minor no longer resides in the unit when the Housing Authority requests such information.
 - (2) An adult member of the household may only be removed from the lease as follows:
 - a. The adult member himself/herself presents a written request to the Housing Authority to be removed from the lease.
 - b. The court evicts the adult family member from the unit.
 - c. There is a court restraining or protection order in force which prohibits the adult family member from being in or near the unit.

- d. The adult family member is incarcerated for a period to exceed 6 months.
- e. The adult family member is hospitalized in a mental institution for a period to exceed 6 months.
- f. When circumstances arise other than those mentioned above which would not deny or interfere with the removed adult family member's rights under the lease.

4. Shared Housing

- A. The Housing Authority may, (but is not required to), house more than one family in a public housing unit, if it is agreeable to the families involved and is permitted by local zoning and occupancy laws.
- B. Each family in shared housing:
 - (1) Must be eligible for the program and have a position on the waiting list;
 - (2) Must have income and rent computed according to HUD regulations;
 - (3) Must have its own lease; and
 - (4) Could leave or be evicted without affecting the other family's lease.
- C. The Housing Authority is not responsible to match applicants willing to share or to find a replacement family when one leaves.
- D. Utility allowance is prorated according to each family's total family membership. It is the responsibility of the families to pay their own utility bills.
- E. Each family must provide a separate security deposit. Responsibility for any damages are to be shared equally among the families.
- F. If one family leaves, the remaining family will have 60 days to find a replacement family. If the 60-day period expires, then the provisions governing reassignment of transfer are applied. If the utility allowance had been prorated, the remaining family is entitled to a rent adjustment reflecting its responsibility to pay utility bills until a replacement family is found or a transfer arranged.

PART IX - LEASING

- 1. Prior to admission, a lease shall be signed by the family head of household and any other adult members of the household and executed by the Housing Authority.
- 2. The lease is to be current at all times and must be compatible with Housing Authority policies as well as state and federal law.
- 3. Notices of Rent Adjustments which are issued to amend the lease need only be signed by the Housing Authority.
- 4. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the housing authority office and shall be furnished to applicants and

tenants upon request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:

- A. Delivered directly or mailed to each tenant; or
 - B. Posted in a conspicuous place at the project office.
5. Any modifications of the lease other than noted above or rent adjustments must be accomplished by a written addendum to the lease signed by both parties.

PART X - LEASE TERMINATIONS

1. When the Lease May be Terminated

- A. The tenant may terminate the lease by providing the Housing Authority with sixty (60) days written notice as defined in the lease agreement.
- B. The lease may be terminated by the Housing Authority at any time by the giving of written notice for violation of the terms of the lease, HUD regulations or for other good cause.

2. Grounds for Termination of the Lease

Zero Tolerance "One Strike and You're Out." FHRA will deny applicants and/or remove tenants who are involved in drug-related criminal activity or illegally using a controlled substance. FHRA will deny applicants and/or remove tenants if it is determined that there is reasonable cause to believe that the person's abuse of alcohol or controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

Grounds for termination of the lease for action or failure to act by the tenant, any member of the tenant's household or guest(s), include, but are not limited to:

- A. Violation of any term of the Lease.
- B. Violation of any HUD regulation.
- C. Violation of House Rules.
- D. Failure to pay rent or other charges.
- E. Rendering to FHRA a Non-Sufficient Funds or No-Account check.
- F. Does not keep utilities in service.
- G. Poor living or housekeeping habits which result in the unit failing inspection and/or which create an unsafe or unsanitary condition in the unit or on the project premises.
- H. Destruction of property.
- I. Vacates unit in violation of this Lease.
- J. Tenant allows unauthorized individual(s) to stay in public housing unit for a period of over 7 days within a 30-day period without prior written FHRA permission.
- K. Activity that threatens the health, safety or right to peaceful enjoyment of the Housing

- Authority's public housing premises by other tenants or FHRA staff.
- L. Reasonable cause to believe that the tenant or member of tenant's family or guest(s) has a pattern of alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - M. Reasonable cause to believe that the tenant, member of the tenant's family or guest(s) has a pattern of controlled substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - N. Any drug-related criminal activity on or off the premises. Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.
 - O. Any criminal activity 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 any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 - P. Conviction or entry of a plea of guilty to any felony.
 - Q. Fleeing to avoid prosecution, or custody of 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.
 - R. Violating a condition or probation or parole imposed under Federal or State law.
 - S. Actual or threatened abusive or violent behavior toward FHRA personnel.
 - T. Disturbance of neighbors.
 - U. Any other violation of state, or federal law, city ordinance, or other rule or regulation of any authority, including FHRA.
 - V. Failure to provide Social Security numbers.
 - W. Failure to provide evidence of citizenship or eligible immigration status.
 - X. Tenant fails to submit requested releases of information and other documentation as requested by FHRA to comply with this Lease, HUD regulations and any other federal, state or local law which binds the tenant and/or FHRA within time specified.
 - Y. Overstates deductions/allowances/expenses.
 - Z. Uses false identity, or false documents such as Social Security number(s), birth certificates, marriage licenses, divorce papers, etc.
 - AA. Falsifies number of household members, such as adding fictitious children, or omitting a household member with income.
 - AB. Knowingly omits or under-reports income or assets of self or household member.
 - AC. Transfers income or assets to obtain/retain false eligibility.
 - AD. Tenant certifies to false statements.
 - AE. Tenant certifies to false information.
 - AF. Fails to report all sources and all amounts of income and assets at annual recertification.
 - AG. Tenant fails to complete interim recertification in a timely manner as set out in this Lease and annual recertification as required by HUD.
 - AH. Failure to cooperate in and complete interim and annual recertification.
 - AI. Does not report changes in family composition by the 25th of the month in which it occurs, or within 10 days whichever comes first.
 - AJ. Failure to comply with the Community Service requirement.
 - AK. Discovery after admission of facts that made the tenant ineligible.
 - AL. Failure to accept the FHRA's offer of a lease revision to an existing lease.

Determination that a tenant, tenant's family, or guest(s) have violated the Lease, the Housing Authority's Admissions and Occupancy Administrative Plan, HUD regulations, or federal housing law which requires that the applicant be denied or the tenant evicted from the premises

shall be based on the preponderance of the evidence rather than the standard of "beyond a reasonable doubt" in criminal law.

Verification of any of the above violations is considered grounds for Termination of Lease, or other appropriate action to correct the violation(s).

Before the Housing Authority takes any adverse action based on a criminal conviction record, the Housing Authority must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record through the Housing Authority's Grievance Procedure as set out in this plan.

Failure by the Housing Authority to terminate on the basis of one incident is not a waiver of any legal remedies or termination at a later date.

If the Housing Authority terminates the lease, written notice will be given as follows:

- a. At least fourteen (14) days prior to termination in the case of failure to pay rent.
 - b. A reasonable time prior to termination based on the urgency of the situation in the case of creating or maintaining of a threat to the health or safety of other tenants or Authority employees or the safety of the premises.
 - c. At least thirty (30) days prior to termination in all other cases.
3. Notice of termination to tenant shall state the reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request to pursue the Housing Authority's Grievance Procedure and the elements of due process, except where the Grievance Procedure is not required by statute.
 4. When the Housing Authority is required to afford the tenant the opportunity for a hearing under the Housing Authority's Grievance Procedure for a grievance concerning the lease termination (966.51(9)(1)), the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by tenant) the grievance process has been completed.
 5. Appeals concerning the obligations of the tenant or the Housing Authority under the provisions of the lease shall be processed and resolved according to the Grievance Procedure of the Housing Authority in effect at the time such grievance or appeal arises; such procedure is to be posted in the Housing Authority office.
 6. Terminated tenant files shall be disposed of three years after audit.

PART XI – COMMUNITY SERVICE REQUIREMENT

1. Each non-exempt adult (18 years of age or older) public housing resident must contribute eight (8) hours for each month of community service or participate in a self-sufficiency program for 8 hours each month. Self-sufficiency programs include but are not limited to
 - a. Proof of participation in an education course

- b. Self-improvement classes; i.e. substance abuse treatment, credit counseling, ESPM programs, etc.
- 2. Exempt adults include:
 - a. Adults who are 62 years of age or older
 - b. Persons with disabilities unable to comply with the community service requirement.
 - c. Persons engaged in work activities (as defined by Section 407(d) of the Social Security Act).
 - d. Persons participating in Welfare to Work programs.
 - e. Persons receiving assistance from and in compliance with a State program funded under Part A Title IV of the Social Security Act.
 - f. The FHRA reserves the right to exempt persons from the Community Service requirement when it may cause an undue hardship. An example of this could be a non-English speaking person with pre-school age dependants at home or a person who cares for a disabled family member at home.
- 3. The FHRA shall verify an adult's exemption status annually at rent reexamination or if family circumstances change. Verifications accepted for exemptions include but are not limited to:
 - a. Verification of employment
 - b. High school, college, tech school, ESL, adult education, or other class registration
 - c. Training, Education, Employment, Management (TEEM) participation verification
 - d. Entrepreneurship for Single Parents and Minorities program participation
 - e. Disability that precludes community service.
- 4. The FHRA will identify non-exempt adults at admission and each rent review. Residents will be briefed on what constitutes community service, self-sufficiency and various approved opportunities in the community. Each participant will be given a community service form to be completed monthly and signed by an appropriate site supervisor. This form will be turned in monthly with rental payment.
- 5. Compliance will be determined at annual rent review. Non-compliant adults and Head of Household must sign an agreement to make up the hours needed within the next 12 months. Continued non-compliance will result in eviction of the entire family unless the non-compliant adult is no longer a part of the household.

PART XII - GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is a dispute which a tenant may have concerning Authority action or failure to act according to the individual tenant's lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare, or status.
- B. A "complainant" is an adult tenant whose grievance is presented to the Housing Authority

or at the Housing Authority office informally or as part of the informal hearing process.

- C. Hearing Officer" means a person(s) selected according to this Grievance Procedure to hear grievances and render a decision.
- D. A "tenant" is a lessee of any tenant family residing in housing owned or leased by the Housing Authority.
- E. "Elements of due process" shall mean in an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Opportunity for the tenant to examine directly relevant documents, records or regulations of the Housing Authority prior to the trial for the purpose of preparing a defense (The tenant is allowed to copy the Housing Authority's documents directly relevant to the eviction. Such copying is at the tenant's expense.);
 - (3) Right of the tenant to be represented by counsel of his/her choice, and at his/her expense.
 - (4) Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - (5) A decision based solely and exclusively upon the facts presented at the hearing.

2. Complaints Excluded from the Grievance Procedure

The following complaints are excluded:

- A. Imposition of penalties for late payment, NSF or No Account check penalties, copying charges.
- B. Disputes between tenants.
- C. Class grievances.
- D. Grievances filed by a live-in aide, or remaining family members.
- E. An eviction for any criminal activity that threatens the health, safety or right to the peaceful enjoyment of the premises of other tenants or employees of the Housing Authority.
- F. An eviction for any drug-related criminal activity on or off such premises.
- G. When the Housing Authority is not required to afford the tenant the opportunity for a hearing under the PHA administrative Grievance Procedure, the Housing Authority shall:
 - 1) State that the tenant is not entitled to a grievance hearing on the notice issued;
 - 2) Specify the judicial eviction procedure to be used for eviction of the tenant; and
 - 3) State that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process

as defined in HUD regulations.

3. Procedures Prior to a Hearing

A. Informal Settlement of Grievance Procedures

- 1) Any grievance shall be personally presented either orally or in writing to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. (If the grievance is written, it must be signed by the complainant.) The grievance must be presented no later than the first working day after the fifth (5th) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify:
 - a. The particular ground(s) upon which it is based;
 - b. The action requested; and
 - c. The name, address, and telephone number of complainant and similar information about his/her representative, if any.
- 2) Within ten working days, a summary of this discussion will be given to the complainant by a Housing Authority representative, one copy to be filed in the Housing Authority's tenant files.
- 3) The summary will include: names of participants, date of the meeting, nature of the proposed disposition, and specific reason therefore and shall specify steps by which a formal hearing can be obtained.

The informal settlement conference must be held within 30 days of the tenant's request for such conference unless there are extenuating circumstances which are verified by the complainant and accepted by the Housing Authority. If there are no extenuating circumstance verified to and accepted by the Housing Authority within 30 days from the tenant's request for informal settlement conference, the complainant shall be notified by mail of procedures by which to request a formal hearing. If the complainant fails to make a timely request for formal hearing as set out in the procedures to request a formal hearing they shall be deemed to have waived their right to such a hearing, and the Housing Authority will forward the file to legal counsel for legal processing through the District Court.

B. Dissatisfaction with Informal Disposition

- 1) If the complainant is dissatisfied with the proposed disposition of the grievances, he/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
- 2) The request for a hearing must be presented to the Authority office.
- 3) The request must be date stamped.
- 4) The request for a hearing must have specify reasons for the grievance, and the action or relief sought.

C. Failure to Request Formal Hearing

- 1) If the complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the Housing Authority's proposed

disposition of the grievance will become final.

- 2) The above determination in no way constitutes a waiver of the complainant's right to contest the Housing Authority's disposition of his/her grievance in an appropriate judicial proceeding.

4. Right to a Hearing

After exhausting informal procedures outlined above, a complainant is entitled to a hearing before a hearing official. The right to a private hearing shall be afforded the complainant unless the complainant requests a public hearing.

5. Procedures to Obtain a Hearing

A. Informal Prerequisite

- 1) All grievances must be informally presented as stipulated above as a prerequisite to a formal hearing.
- 2) The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why he/she failed to proceed informally.
- 3) If the complainant does not request a hearing within the time period allowed above, he/she waives his/her right to the hearing and proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. Escrow Deposit

- 1) Before a hearing is scheduled in any grievance involving an amount of rent the Housing Authority claims is due, the complainant shall pay to the Housing Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.
- 2) The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing official or panel.
- 3) The above requirements may be waived by the Authority in extraordinary circumstances, and this will be at the Housing Authority's discretion.
- 4) Unless waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
- 5) Failure to make such payments is not a waiver of any right the complainant may have to contest the Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

C. Scheduling

- 1) Upon complainant's compliance with the above procedures, a hearing shall be scheduled by the hearing official promptly for a time and place reasonably convenient to both the complainant and Authority.
- 2) A written notification specifying the time, place, and the procedures governing the

hearing shall be delivered to the complainant and the Housing Authority official.

6. Procedure Governing the Hearing

- A. The hearing shall be held before a hearing officer.
- B. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which are noted above.
- C. If the hearing official determines that the issue has been previously decided in another proceeding, he/she may render a decision without proceeding with the hearing.
- D. Failure to Appear
 - 1) If the complainant or Authority fail to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five working days, or make a determination that the party has waived his/her right to a hearing.
 - 2) Such a determination in no way waives the complainant's right to appropriate judicial proceedings.
- E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and then the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the hearing official in such a way to be:
 - 1) Informal - Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
 - 2) Orderly - The official shall require that the Housing Authority, complainant, counsel, and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing official to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. The complainant or Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Either party may purchase a copy of such transcript.

7. Decisions of the Hearing Official

- A. Within 10 working days following the hearing, the hearing official shall give the complainant and Housing Authority a written decision including reasons therefore. The Housing Authority will file one copy in tenant file and maintain another file copy with names and identifying references deleted for inspection by a prospective complainant, his/her representative, or hearing officials.

- B. The decision of the hearing official shall be binding on the Authority which shall take all actions necessary to carry out the decision unless the Housing Commissioners determine, within five working days, and so notifies the complainant that:
 - 1) The grievance does not concern Authority action or failure to act in accordance with or involving the complainant's lease on Authority regulations which adversely affect the complainant's rights, duties, welfare or status;
 - 2) The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- C. A decision by the hearing official or Housing Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, not affect in any matter whatever, the rights the complainant may have to judicial review in any proceedings; which may thereafter be brought in the matter.

8. Selection of Hearing Officer

The Executive Director shall appoint an impartial person or persons as hearing officer(s) upon appropriate notice, who may be an officer or employee of the Housing Authority provided such person is other than a person who made or approved the Housing Authority action under review or a subordinate of such person.

9. Accommodations of Person with Disabilities

- A. The Housing Authority must provide reasonable accommodations for the complainant with disabilities to participate in the informal and/or formal hearings.
- B. If the tenant is visually impaired, any notice to the tenant which is required must be in an accessible format.

APPENDICES

Appendix A	Income Limits
Appendix B	Utility Allowances/Flat Rents
Appendix C	Pet Policies

Date Board Approved: August 10, 1999

Date HUD Approved: _____, ____.

APPENDIX A

Income Limits

	<u>Very Low/Low</u>	<u>Extremely Low</u>
1 Person	\$34,000	\$12,750
2 Persons	\$38,850	\$14,550
3 Persons	\$43,700	\$16,400
4 Persons	\$48,550	\$18,200
5 Persons	\$52,450	\$19,650
6 Persons	\$56,350	\$21,100
7 Persons	\$60,200	\$22,600
8+Persons	\$64,100	\$24,050

2004 Income Limits

APPENDIX B: UTILITY ALLOWANCES

14-3	2 bedroom	120
	3 bedroom	165
	4 bedroom	198
14-4	2 bedroom	105
	3 bedroom	143
14-5	2 bedroom	108
	3 bedroom	134
14-6	1 st floor	44
	2 nd floor	31
	3 rd floor	32
	4 th floor	34
	5 th floor	37
14-7	2 bedroom	129
	3 bedroom	149

FLAT RENTS

2005

14-1	\$ 268	1-2 bedroom			
14-2	\$ 372	1 bedroom	\$ 475	2 bedroom	
14-3	\$ 428	2 bedroom	\$ 526	3 bedroom	\$ 599 4 bedroom
14-4	\$ 387	2 bedroom	\$ 428	3 bedroom	
14-5	\$ 387	2 bedroom	\$ 428	3 bedroom	
14-6	\$ 372	1 bedroom			
14-7	\$ 402	2 bedroom	\$ 449	3 bedroom	

These rents reflect a 3.2% increase (HUD's local inflation factor) over 2004 Flat rents.
 Approved by the FHRA Board on 10/05/04.

Appendix C

ADDENDUM TO LEASE

PET REQUIREMENTS

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON HI-RISE OR LOW-RISE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

1. A MAXIMUM NUMBER OF ONE PET, ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED.
2. PERMITTED PETS ARE DOMESTICATED CATS, DOGS, BIRDS, AND FISH AQUARIUMS.
3. DOGS AND CATS MUST WEIGH NO MORE THAN TWENTY (20) POUNDS. THE MANAGEMENT WILL HAVE THE RIGHT TO CHECK WEIGHT OF ALL PETS WHEN INTRODUCED INTO THE UNIT AND DURING THEIR STAY. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
4. DOGS AND CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
5. ALL DOGS AND CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
6. ALL PET OWNERS SHALL PURCHASE AND SHOW PROOF OF A LIABILITY INSURANCE POLICY OF \$100,000 PRIOR TO INTRODUCING A DOG OR CAT TO THE PROJECT PROPERTY.
7. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
8. DOGS AND CATS SHALL REMAIN INSIDE A RESIDENT'S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET. PETS SHALL USE THE COMMON AREAS ONLY WHEN ENTERING OR EXITING. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.
9. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE. LITTER BOXES MAY NOT BE DISPOSED OF THROUGH THE GARBAGE CHUTES.

10. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT, AND PROPERLY DISPOSING OF SAID DROPPINGS.
11. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
12. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
13. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
14. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.
15. RESIDENTS SHALL NOT ALTER THEIR UNIT, PATIO OR UNIT AREA TO CREATE AN ENCLOSURE FOR AN ANIMAL.
16. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET.
17. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
18. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$150.00 FOR A CAT OR DOG; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRIOR TO THE PET RESIDING IN THE UNIT. THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET, OR MOVES.
19. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
 - a) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
 - b) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP: _____
 RESPONSIBLE PERSONS SIGNATURE _____

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PETS AND AGREE TO CONFORM TO SAME.

RESIDENT'S SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____ DATE _____

Appendix C

ADDENDUM TO LEASE

PET REQUIREMENTS

RESIDENT NAME	TYPE OF PET	
ADDRESS	AGE	
TELEPHONE	WEIGHT	HEIGHT
CITY LICENSE NO.	PET DESCRIPTION	
VET	VACCINATION DATE	

THE FOLLOWING RULES ARE ESTABLISHED TO GOVERN THE KEEPING OF PETS IN AND ON SCATTERED SITE PROPERTIES OWNED AND OPERATED BY THE FHRA.

ALL PETS MUST BE REGISTERED AND APPROVED WITH THE HOUSING AUTHORITY. RESIDENTS MUST RECEIVE A WRITTEN PERMIT TO KEEP ANY ANIMAL ON OR ABOUT THE PREMISES. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME SUBJECT TO THE HOUSING AUTHORITY GRIEVANCE PROCEDURE IF THE ANIMAL BECOMES DESTRUCTIVE OR A NUISANCE TO OTHERS, OR IF THE RESIDENT/OWNER FAILS TO COMPLY WITH THE FOLLOWING:

20. A MAXIMUM NUMBER OF ONE PET, ONE BIRDCAGE OR ONE AQUARIUM IS ALLOWED. REGISTERED SERVICE OR GUIDE DOGS ARE ALLOWED.
21. PERMITTED PETS ARE DOMESTICATED CATS, BIRDS, AND FISH AQUARIUMS.
22. AQUARIUMS MAY BE NO LARGER THAN 40 GALLONS AND MUST BE SEALED AGAINST ALL LEAKAGE.
23. CATS ARE TO BE LICENSED YEARLY WITH THE PROPER AUTHORITIES, AND RESIDENTS MUST SHOW PROOF YEARLY OF DISTEMPER AND RABIES BOOSTERS.
24. ALL CATS ARE TO BE SPAYED/NEUTERED. IF SUCH ANIMALS ARE NOT SPAYED/NEUTERED AND HAVE OFFSPRING, THE RESIDENT IS IN VIOLATION OF THIS RULE. CATS MUST HAVE FRONT CLAWS REMOVED.
25. NO PET MAY BE KEPT IN VIOLATION OF HUMANE OR HEALTH LAWS.
26. CATS SHALL REMAIN INSIDE A RESIDENT'S UNIT UNLESS THEY ARE CARRIED OR ON A LEASH NO LONGER THAN SIX FEET. BIRDS MUST BE CONFINED TO A CAGE AT ALL TIMES.
27. CATS ARE TO USE LITTER BOXES KEPT IN RESIDENT'S PREMISES. RESIDENT IS NOT ALLOWED TO LET WASTE ACCUMULATE.
28. RESIDENTS ARE RESPONSIBLE FOR PROMPTLY CLEANING UP PET DROPPINGS, IF ANY, OUTSIDE OF THE UNIT, AND PROPERLY DISPOSING OF SAID DROPPINGS.

29. RESIDENT SHALL TAKE ADEQUATE PRECAUTIONS TO ELIMINATE ANY PET ODORS WITHIN OR AROUND UNIT AND MAINTAIN UNIT IN A SANITARY CONDITION AT ALL TIMES.
30. RESIDENT SHALL NOT PERMIT ANY DISTURBANCE BY THEIR PET WHICH WOULD INTERFERE WITH THE PEACEFUL ENJOYMENT OF ACCOMMODATIONS BY OTHER RESIDENTS, WHETHER BY LOUDNESS, BITING, SCRATCHING, CHIRPING OR OTHER SUCH ACTIVITIES.
31. PERIODIC INSPECTIONS WILL BE DONE ON AN AS NEEDED BASIS.
32. IF PETS ARE LEFT UNATTENDED FOR TWENTY-FOUR HOURS (24) OR MORE, THE HOUSING AUTHORITY MAY ENTER TO REMOVE THE PET AND TRANSFER IT TO THE PROPER AUTHORITIES. THE HOUSING AUTHORITY ACCEPTS NO RESPONSIBILITY FOR THE PET UNDER SUCH CIRCUMSTANCES.
33. RESIDENTS SHALL NOT ALTER THEIR UNIT, PATIO OR UNIT AREA TO CREATE AN ENCLOSURE FOR AN ANIMAL.
34. RESIDENT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THEIR PET.
35. RESIDENTS ARE PROHIBITED FROM FEEDING STRAY ANIMALS. THE FEEDING OF STRAY ANIMALS SHALL CONSTITUTE HAVING A PET WITHOUT PERMISSION OF THE HOUSING AUTHORITY.
36. RESIDENT SHALL PAY A DAMAGE DEPOSIT FOR THEIR PET AS FOLLOWS: \$200.00 FOR A CAT; FISH OR BIRDS, \$50.00. THIS DEPOSIT SHALL BE PAID IN ADVANCE PRIOR TO THE PET RESIDING IN THE UNIT. THIS DEPOSIT IS REFUNDABLE IF NO DAMAGE IS DONE, AS VERIFIED BY THE HOUSING AUTHORITY, AFTER RESIDENT DISPOSES OF THE PET, OR MOVES. DEPOSITS ARE NOT REQUIRED ON ANIMALS THAT ASSIST THE HANDICAPPED.
37. RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:
 - c) BEING REQUIRED TO GET RID OF THE PET WITHIN 30 DAYS OF NOTICE BY THE HOUSING AUTHORITY; AND/OR,
 - d) EVICTION

IN CASE OF EMERGENCY OR ILLNESS, THE FOLLOWING PERSON WILL REMOVE MY PET FROM MY APARTMENT AND BE RESPONSIBLE FOR ITS CARE:

NAME AND RELATIONSHIP: _____
 RESPONSIBLE PERSONS SIGNATURE _____

I HAVE READ AND UNDERSTAND THE ABOVE REGULATIONS REGARDING PETS AND AGREE TO CONFORM TO SAME.

RESIDENT'S SIGNATURE _____ DATE _____

WITNESS SIGNATURE _____ DATE _____

Appendix C

ADDENDUM TO LEASE

SERVICE AND COMPANION ANIMAL POLICY

(Auxiliary Aides)

Purpose: The purpose of this policy is to ensure uniformity in application of Service Animal/Companion Animal requirements, and to ensure the welfare of all residents and the sanitation of properties.

All properties under the Fargo Housing & Redevelopment Authority management must allow persons with disabilities the use of a service and/or companion animal. Therefore, the Fargo Housing & Redevelopment pet deposit does not apply.

Service animals are not pets, but are defined under Section 504 as “auxiliary aides”. A service animal is a trained and/or licensed/certified animal utilized by individuals with physical disabilities, and those with vision or hearing impairments. They perform specific functions such as rescue work, pulling a wheelchair, fetching an item, etc.

Companion animals do not have specific disability training but are helpful in coping with the disability, such as providing emotional support. A companion animal is considered a reasonable accommodation.

Companion animals are medically prescribed by a primary physician/psychologist, psychiatrist or qualified medical agency. A written statement for the need of a companion animal must be provided. The terms in this policy apply principally to dogs and cats; the dogs must be house-broken and cats must be litter-box trained. Birds and fish that are traditionally kept in the home are also permitted.

REGISTRATION: All animals must be registered upon admission, and registration must be renewed annually on the anniversary of admission date.

The following documentation must be completed before admission of an animal:

Service animal requirements:

- Application
- Owner will submit a copy of the animal’s license or certification
- Dog tag immunization information
- References on where animal is to be taken in case of an emergency or how his or her animal should be taken care of in an emergency

Companion animal requirements:

- Application
- Written statement from authorized person requesting the reasonable accommodation of companion animal
- Dog tag immunization information
- Identify alternative care provider

- Is your animal free of communicable disease?
- Date animal was spayed, neutered and declawed

DAMAGES: Any damages to the unit, building, grounds, flooring, walls, trim, finish, tiles, carpeting, etc., will be the full responsibility of the animal owner and the animal owner shall agree to pay costs involved in restoring any damage to original new conditions as well as any costs required for cleaning, defleaing, and deodorizing required because of such animal. If, because of any such stains or chemicals to remove same, damage is such that it cannot be removed, animal owner hereby agrees to pay full cost and expense of replacing such materials.

SICK OR INJURED ANIMALS: No sick or injured animal will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of management. Admitted animals, which suffer illnesses or injury, must be immediately taken for veterinarian care at the animal owner's expense.

INOCULATIONS: Cats must have current inoculations as appropriate to the species, including but not limited to: feline distemper shots. Dogs shall have certificates of appropriate inoculations for heartworm, parvo, and rabies. Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian. Both Service/Companion Animals must be wearing dog tags for immunization information. Every dog shall wear a valid rabies tag and all animals shall wear a tag containing the animal owner's name, address, and phone number.

NEUTERING, DECLAWING: The companion animal owner agrees that animal shall be neutered. If the animal is too young at the time of occupancy, it shall be neutered at the earliest time deemed safe by a veterinarian. Animal owner agrees to have cat declawed within one week after such request has been made by management as a result of evidence of damage to apartment by claws.

WASTE DISPOSAL: Cats are required to be litter-box trained. The animal owner agrees to dispose of cat feces daily by putting it in a bag, closing it securely and placing it in the dumpster. The animal owner agrees that the full contents of the litter box will be disposed of in the same manner and will never be flushed down the toilet, put down the trash chute, or into the garbage disposal.

Proper disposal of dog feces is also required. Dog feces must be picked up immediately when dog eliminates, put in a bag, closing it securely and placing it in the dumpster.

PUBLIC ACCESS: With the exception of specially trained service animals, (example – seeing eye dogs or hearing dogs), companion animals are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, or other public gathering places. Animals may not be tied up outside and left unattended and must be on a leash outside of the building.

UNIT CARE AND INSPECTIONS: The animal owner agrees to maintain the unit in a sanitary and odorless manner. No alterations can be made to the premises. The animal owner agrees that the management has the right to inspect the owner's apartment as frequently as necessary. The animal owner agrees to restrain the animal when FHRA employees are in the unit for maintenance or inspections.

OWNER ABSENCE: The Service/Companion Animal owner agrees that if, for any reason, the animal

is left unattended for more than 12 hours, the owner will provide information on how his or her auxiliary aide should be cared for. The management may call the designated alternative care providers if the Service/Companion Animal owner is unable to do so, and that person will be permitted to enter the apartment and be required to remove the animal from the premises. If the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all fees and costs borne by the owner. Within five days of such an emergency, the resident, his agent, family, or estate must make arrangements with holder of said animal as to its disposition and shall

be responsible for all obligations, financial and otherwise. The animal owner absolves management and /or its agents of any or all liability, financial or otherwise, for actions taken on behalf of the animal owner, or the well being of the animal.

In the event the animal owner can no longer care for the animal due to health deterioration, the animal owner agrees to remove the animal from the premises.

ANIMAL BEHAVIOR AND VIOLATION OF POLICY: The companion animal owner shall not permit the animal to cause any noise, damage, discomfort, nuisance or in any way inconvenience or cause complaints from other residents. After receipt of each verified animal complaint, management will issue a written warning. Three verified complaints constitute violation of this service animal policy, and after private conference, the owner may be required to remove the animal from the premises. The owner must then sign an affidavit stating that the animal is no longer on the premises and will not return in the future. Misrepresentation of this affidavit or refusal to remove the animal will be grounds for eviction of the animal owner. Management exercises the right to act immediately in animal removal in situations deemed an emergency. Service animals are licensed and have extensive training therefore are excluded from this action.

CARE OF THE ANIMAL: The animal owner agrees to humanely care for the animal by providing it with sufficient food and water and veterinary treatment when needed. Resident agrees that abuse of the animal will result in contact by management with the Humane Society.

LIABILITY: The animal owner shall be strictly liable for the entire amount of any injury to the person or property of the other residents, staff, or visitors of the Fargo Housing & Redevelopment Authority caused by their animal, and shall indemnify the Fargo Housing & Redevelopment Authority for all costs of litigation and attorney's fees resulting from such damage.

In case of emergency or illness, the following person will remove my Service/Companion Animal from my apartment and be responsible for its care:

Name and relationship _____

Responsible person's signature _____

I have read and understand the above regulations regarding Service/Companion Animals and agree to conform to same.

Resident's Signature

Date

Witness Signature

Date

Appendix C

ADDENDUM TO LEASE

Request for a Reasonable Accommodation

Name: _____

Phone: _____

Address: _____

1. The following member of my household has a disability as defined below:
(A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

Name: _____
2. As a result of his/her disability the following change or changes so that (the person listed) can live here as easily or successfully as the other residents. **Check the kind of change(s) you need.**

 A change in my apartment or other part of the housing complex.

 A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)
3. I need this reasonable accommodation so that I can:
4. You may verify that I have a disability and my need for this request by contacting:

Name _____

Address _____

Phone _____

I give you permission to contact the above individual for purposes of verifying that I or a family member have/has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.

Signed: _____

Date: _____

**FARGO HOUSING AND
REDEVELOPMENT AUTHORITY**

***ADMINISTRATIVE
PLAN***

Section 8 Existing Housing
Certificates/Vouchers

October 2004

***FARGO HOUSING & REDEVELOPMENT AUTHORITY
P.O. BOX 430
FARGO, ND 58107-0430***

**FHRA
CERTIFICATE AND VOUCHER
ADMINISTRATIVE PLAN***

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***APPROVED BY THE FHRA BOARD OF COMMISSIONERS ON OCTOBER 9, 2001.**

Amended 10/2001

OUR MISSION

It is the mission of the Fargo Housing and Redevelopment Authority to provide affordable and quality housing, services and opportunities to low and moderate income persons.

APPROACH AND OBJECTIVES IN PROGRAM ADMINISTRATION

The Fargo Housing and Redevelopment Authority's objective in the administration of the Section 8 Tenant-based Rental Assistance Program is to aid individuals in becoming upwardly mobile and independent by helping them attain affordable, safe and decent housing in the Fargo area. The Fargo Housing and Redevelopment Authority (hereafter in this document also known as FHRA) will ensure through its administration of the program that participants will be aware of the wide variety of housing types available to them. All efforts will be made to ensure participants take advantage of the freedom of housing choice and expansion of housing opportunities made possible by the Section 8 program. By consistent and thorough enforcement of minimum housing quality standards, FHRA will enhance community efforts to improve and maintain the existing housing stock.

At least 75 percent of the FHRA's Section 8 Vouchers will be made available to families whose income does not exceed 30 percent of area median income. The remaining 25 percent may be made available to families whose income does not exceed 50 percent of area median income.

The Fargo Housing and Redevelopment Authority has created a Family Self Sufficiency program and networks with local service providers in referring families to social services programs, job opportunities, home-ownership activities, continuing education and agencies who can provide financial assistance to clients. FHRA's objective is to work with families to become self sufficient and no longer in need of housing assistance.

This Administrative Plan addresses all local discretionary program functions in the Section 8 Tenant-based Rental Assistance program. All other operating procedures will be developed and implemented according to Federal regulations found at 24 Code of Federal Regulations Parts 800 and 900 as applicable. The requirements of the Section 8 Administrative Practices Handbook, (7420.7), and Section 8 Housing Assistance Payment Program - Existing Housing and Moderate Rehabilitation Processing Handbook (7420.3) will also be followed.

All federally mandated changes specified by the Code of Federal Regulations will supersede this Administrative Plan.

MARKETING AND OUTREACH

To ensure groups least likely to apply for assistance will be reached, FHRA networks with the service providers in the area. Representatives of the various organizations serve on the FSS coordinating committee for the agency. The FHRA works with providers of special housing needs to ensure, to the extent possible, any person with a handicap, disability or special needs is able to obtain housing.

If at any time FHRA does not have an adequate pool of applicants, an ad or notice will be placed in the local paper containing the following information: (1) the Equal Housing Opportunity logotype and statement and (2) an invitation to all low-income persons or families to apply for rental assistance.

The FHRA outreaches to owners by providing a landlord information packet to all clients at the initial briefing. Landlord informational meetings are held when there are significant program changes which affect the leases between tenant and landlord, and the Housing Assistance Contract between the owner and the FHRA.

FHRA makes available to all applicants a listing of subsidized housing units, handicapped accessible units and a list of landlords known to the agency who are willing to participate in the Section 8 program. Although Fargo does not have a designated low-income area, marketing to the community as a whole will help to avoid concentration of low-income families.

The geographical/jurisdictional area in which a FHRA voucher may be used includes the City of Fargo and adjoining metropolitan contiguous areas. Portability procedures must be followed for areas outside of the FHRA jurisdiction. The FHRA may agree to waive the non-resident one-year residency requirement of the portability program in order to increase housing options for applicants.

EXPANDING HOUSING OPPORTUNITIES

The FHRA will identify, map and maintain documentation of areas of poverty and minority concentration. The Housing Authority will make every effort to encourage landlords, outside areas of concentration, to participate in the Section 8 Housing Program. The PHA will monitor its families to determine if they are experiencing difficulties in finding housing outside areas of concentration. If they are, the PHA will consider whether it is appropriate to seek approval of area exception rents.

NONDISCRIMINATION

FHRA will administer the Section 8 rental assistance program in a fair and consistent manner to all persons interested in program participation.

FHRA will not discriminate at any stage of the application or participation process because of race, color, national origin, religion, creed, sex, age, familial status or handicap. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the federal, state or local level. In addition, there shall be no discrimination against any applicant receiving part or all of his income from public assistance or based upon the location of housing selected by the applicant, providing such applicant is otherwise eligible, nor will there be discrimination based on marital status as per state law. FHRA is bound by the nondiscrimination requirements of federal, state and local law and will abide by the following:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. NDCC 14-02.4. FHRA shall not discriminate against any applicant because of race, color, sex, national origin, religion, age or mental handicap or status with regard to marriage or public assistance. No preference will be shown to any applicant because of political affiliation or acquaintance with any public official at the federal, state or local level;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving federal assistance;
- E. Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed) or sex in housing receiving federal assistance;
- F. The Fair Housing Act at 42 U.S.C. 3610-3619 and the implementing regulation at CFR 24 parts 100, 108, 109 and 110;
- G. Title II of the American with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

The FHRA will provide to all selected participants HUD's Fair Housing It's Your Right booklet, the name and phone number of the local Fair Housing Office, as well as make available the Landlord and Tenant Rights in North Dakota booklet.

DEFINITIONS

Family - A family may be a single person or a group of persons.

Elderly Family - A group of persons consisting of two or more elderly persons (at least 62 years of age) or disabled persons living together, or one or more elderly or disabled persons who need a live-in aide.

Single Person Family - An elderly person, a disabled person, or any other income-eligible single person.

Handicapped Family - A handicapped person or group of persons whose head of household has a physical or mental impairment which is expected to be of long-term duration, which substantially impedes his/her ability to live independently, and is of such a nature that the disability could be improved by suitable housing conditions.

Disabled Family - A person or group of persons whose head of household has a disability within the meaning of Section 223 of the Social Security Act of 42 U.S.C. 423 or who has a developmental disability (Section 102 (7) of the Developmental Disabilities Assistance Act (42) U.S.C. 6001 (7)). No individual shall be considered a person with disabilities, for the purposes of eligibility for rental assistance under this title, solely on the basis of any drug or alcohol dependence.

Continuously-assisted Family - To be considered a continuously assisted family for admission when a family would not otherwise be eligible based on the family's current income and/or composition, the family must:

1. Be currently assisted under any federal housing or housing assistance program; or
2. Have had an interruption of assistance not to exceed 90 days which interruption was beyond the family's control and the family has met all previously imposed obligations in any current or prior participation in any federal housing program.

Family Breakup - FHRA will determine which family members continue to receive assistance when the family unit breaks up based on the following:

1. By mutual consent of family members.
2. When a family has children, the person who has actual physical custody of the children will receive continued assistance.
3. When an elderly or disabled family separates, the member who needs the unit as it has been adapted to their physical needs will receive continued assistance.
4. When family members leave a unit due to actual or threatened abuse, the family members leaving the abuser will continue to receive assistance.

5. When a court decision determines who will receive the continued assistance, FHRA will abide by the decision of the court.
6. In the absence of mutual consent, and when items 2 through 5 above are non-applicable, the current lease head of household will receive continued assistance.

Absence from the Unit - The assisted unit must be the only place of residency. A family may be absent from the unit for brief periods, no longer than 45 days to remain assisted. The family must supply certification if requested by the FHRA to verify residency. The FHRA may make case-by-case exceptions for required in-patient stays up to 180 days. Participants terminated from the program for reason of absence from the unit may request an Informal Review. A voucher may be issued without selection from the waiting list for reasons such as hospital stays which created the absence from the unit. These decisions will be made in accordance with the Informal Review procedures.

Cost to Help Families who Experience Difficulty Renting Appropriate Housing

Additional Administrative Fees will be billed to HUD for participant families who experience difficulty renting appropriate housing, including moves by families with 3+ children. FHRA will document extra counseling hours and will submit a reimbursement request to HUD accordingly.

Housing Quality Standard (also referred to hereafter as HQS) - The FHRA will follow the requirements for minimum housing quality standards as stated in the 24 Code of Federal Regulations 982.401 and the Section 8 Administrative Practices Handbook 7420.7.

WAITING LIST PROCEDURES

A waiting list will be maintained for all eligible applicants wishing to participate in the Voucher Program.

1. In order to be placed on the waiting list, an interested family must submit a complete eligibility application to FHRA. Applications are available at the FHRA office or will be mailed out upon request. Photo identification and proof of citizenship will be required.
2. Complete applications will be dated and time stamped upon receipt in the FHRA office.
3. All applications will be reviewed to determine if the family appears to meet income and family definition requirements of this plan and federal regulation prior to placement on the waiting list. FHRA will refuse an application from families owing money to this or another PHA until payment or formal repayment arrangements have been made.
4. In an effort to ensure the most successful housing placement, the FHRA mandates attendance to the Tenant Education Program offered through the Village Family Service Center prior to admission. Applicants will be notified of this requirement at time of application, allowing ample time for completion. Should waiting list time be less than three months, arrangements can be made to attend after admission but must be completed within three months. Waivers for this class will be considered by the administration.

5. An applicant determined ineligible will be notified in writing and advised of the reasons for the determination and advised of their right to request an informal review of the decision within ten (10) days of the notification.
6. Applicants will be notified in writing of their apparent eligibility and approximate date a Voucher will be available. They will be advised that placement on the waiting list is no assurance of eligibility at the time the formal application is processed for certification.
7. Eligible applications will be placed on the waiting list in order of date and time received, after consideration of local preference.
8. The FHRA will select families for participation in the voucher program in accordance with the following local preference:
 Applicants who qualify for a local preference will be offered a voucher before any family that does not qualify for a local preference.
9. The FHRA reserves the right to transfer participants between Public Housing and the Housing Choice Voucher program under extenuating circumstances or as a reasonable accommodation. This would require a written request by the participant, justifying the request and an approval by the manager and Executive Director or Deputy Director. Extenuating circumstances include but are not inclusive to safety, medical, and FHRA's homeownership program.

LOCAL PREFERENCE FOR SELECTION

The FHRA will select families for participation in the voucher program in accordance with the following local preferences. Applicants who qualify for a local preference will be offered a voucher before a family that does not qualify for a local preference. The Housing Authority may, however, select 10% of its admissions in a calendar year without regard to the local preferences based upon date and time.

- A. Substantiated victims of domestic violence. Domestic Violence means actual or threatened violence by a member of a household directed at him/herself or another member of his/her household. An applicant may qualify if:
 The domestic violence occurred recently or is of a continuing nature.
 The applicant vacated a unit because of domestic violence.
 The applicant lives in a unit with a person who engages in violence.
 A family may certify that they are eligible for a preference at the time they complete an application for the waiting list or any time thereafter. At the time the family is offered a voucher, eligibility for the preference will be verified.

Accepted verifications will include but not be limited to statements from two or more sources: law enforcement, court orders, YWCA, Rape and Abuse Center, clergy or case workers. Should the family be unable to verify eligibility for the preference at that time, they will be placed back on the waiting list according to the date and time of application.

An applicant who qualifies for the preference should certify that the person who engaged in the violence will not reside with the applicant family for a period of one year. If the family is admitted, FHRA may deny or terminate

assistance for breach of the agreement.

An applicant who applies for domestic preference must start attending counseling through the local Rape and Abuse Counseling Center or an accredited counseling center of their choice to be considered. Domestic Violence preference clients must follow through with treatment recommendations of the agency they are working with. Failure to continue counseling is reason for termination from the Section 8 voucher program.

- B. Those displaced as a result of a local natural or manmade disaster as defined by the City of Fargo Mayor's declaration of a state of emergency. Those displaced by the act of a disaster will be placed on the waiting list as high priority candidates for immediate selection onto the housing assistance program. To be considered displaced, the applicant's unit must be declared uninhabitable by third party inspectors.
- C. AmeriCorps Vista members and their households serving a term of service in the Fargo area with a non-profit agency or public agency.
- D. Persons moving into the Graver Inn.
- E. Persons moving into Sisters Path Treatment Center.
- F. Near-elderly person whose head of household is 50 years of age or older.
- G. Persons with disabilities as defined by 42 U.S.C. 423.
- H. Families with minor children.

Changes in the family composition, income, preference status, address and telephone number must be reported to FHRA by the family in writing.

The waiting list will be purged at least once a year to remove from the waiting list applications from families who are no longer interested in receiving housing assistance to ensure that the list remains representative of the needs of the community. The family's application will be made inactive and their name removed from the waiting list when the family: 1) fails to respond to letters from FHRA, or 2) refuses assistance from the voucher program.

When it is determined the existing waiting list contains an adequate pool of applicants for use of program funding, FHRA may stop accepting new applications. When it is determined that the existing waiting list no longer provides an adequate pool of applicants, the waiting list may be reopened to take new applications. Both the closing and opening of the waiting list shall be accomplished by placing a public notice in the local newspaper.

SUBSIDY STANDARDS

The following standards will be used to determine the size of a Voucher to be issued to an applicant at the time they begin their housing search. These standards are developed in accordance with federal regulations which state that there must be at least one bedroom or living sleeping room of appropriate size for each two persons in the family. Families will be issued a Voucher based on the smallest size appropriate for their needs based upon the following:

<u>Cert./Voucher Size</u>	<u>Minimum</u>	<u>Maximum</u>
0-Bedroom	1	1
1-Bedroom	1	4
2-Bedroom	2	6
3-Bedroom	3	8
4-Bedroom	6	10
5-Bedroom	8	12

For the purposes of determining subsidy, every family member, regardless of age, will be counted as a person and shall include: unborn child, foster child, temporarily absent children in foster care, children who live with family member or a child in the process of being legally adopted. In order to qualify as family members, parents must have actual physical custody of minor children for at least half-time each month.

The subsidy standards are for Voucher issuance purposes only. A family may rent a smaller size unit than stated on voucher, as long as the unit complies with minimum housing quality standards and the payment standard applicable to the actual unit size is used. The family may rent a larger size unit, as long as the unit complies with minimum housing quality standards. In this case the payment standard for the unit size listed on the voucher will be used.

A family continuing in the program who requests a new voucher will be issued a new voucher that complies with the current subsidy standards.

BRIEFING POLICY / APPLICATION PROCESS

Group Informational Intake Appointment

The initial appointment must be made within ten (10) days of the date of the letter notifying the applicant that housing assistance is available. Failure to contact the Authority within the ten (10) days will result in the termination of the application. Exceptions will be made for extenuating circumstances on a case-by-case basis.

No Shows

If the applicant is not present for his/her scheduled briefing appointment, the application will be terminated.

Rescheduled Initial Briefing Appointment

An applicant must notify the Fargo Housing and Redevelopment Authority prior to the time of initial briefing appointment if necessary to cancel. A new appointment must be rescheduled within five (5) working days of the initial appointment.

Documentation Not Available

If the applicant does not have the necessary documents for certification at the initial appointment, the applicant must submit documents within ten (10) days of the initial interview or the application will be terminated and the applicant must reapply.

VOUCHER ISSUANCE

Families will be issued a Voucher as their names reach the top of the waiting list, which shall be in accordance with date and time of application, after consideration of local preference, and in compliance with the income targeting guidelines.

The procedure for compliance with income targeting guidelines includes:

Once a month, reports will be run tracking income for new admissions to the program. In the event that new admissions for the present fiscal year fall below the mandatory income guidelines for extremely low income admissions, it may become necessary to select applicants whose names have come up on the waiting list based on their meeting the extremely low income guidelines. This will be accomplished in the following manner:

- (a) An applicant at the top of the list will be sent a letter and asked to come in for interview.
- (b) If, after the interview, an applicant's verified income exceeds the extremely low income requirement, the applicant will be put back on the waiting list with their original date and time, and the next applicant at the top of the waiting list will be processed.
- (c) This process will continue until the Housing Authority is again in compliance with the mandatory income guidelines.

Families, whose names have reached the top of the waiting list, will be notified by mail and advised to contact FHRA within ten (10) days from the date of the letter to schedule an appointment to attend an initial briefing interview and to complete eligibility paperwork. Applicants are advised that if they do not attend the briefing and fail to contact FHRA to reschedule the appointment prior to the scheduled initial appointment, the application will be inactivated. A new appointment must be rescheduled within five (5) working days of the

initial appointment time. An applicant may request to be placed at the bottom of the waiting list one time; a second refusal of assistance shall inactivate the application.

If an applicant claims they did not receive a letter mailed by the Housing Authority to provide information or attend a briefing, the FHRA will determine if the letter was returned to the FHRA. If the letter was not returned to the FHRA, the applicant will be assumed to have received it. If the letter was returned to the FHRA and the applicant can provide evidence that they were living at the address to which the letter was sent, the application will be reinstated with the date and time of the application in effect at the time the letter was sent.

In order to receive assistance, at least one family member must have legal capacity to enter a lease under State Law.

Briefings will be conducted on a group basis whenever possible. After attending a group briefing the applicant must make an appointment for certification to be completed within five (5) business days. If an applicant does not have the necessary documents for certification at the initial appointment, the applicant must submit documents within ten (10) days of the initial interview or the application will be terminated and the applicant must reapply.

The purpose of the briefing is to acquaint the family with the operation of the program and to provide them with the tools necessary to successfully become participants of the program. The families will be given a voucher packet containing all the required information and documents. A full explanation will be given of each item. It will be made clear to all applicants the voucher will expire at the end of 60 days and that they must successfully complete their housing search in that time.

The following elements will be a part of each briefing and information packet:

- How the Voucher program works
- Family obligations
- PHA obligations
- Owner obligations
- Explanation of portability with information sheet
- Term of Voucher, policy on extensions
- How the housing assistance payment is determined
- Information of Payment Standards and Utility Allowances
- How maximum rents are determined
- What a family needs to consider when renting a unit (reasonable, location, etc.)
- HUD-required Tenancy Addendum
- Request for HA Approval of Assisted Tenancy Form
- What information the PHA will share with landlords *
- Subsidy standards
- “A Good Place to Live” booklet
- Lead-based paint brochure
- Housing discrimination information and form to file complaints, phone # of FHEO office
- List of landlords/managers willing to work with the program

- List of any known accessible units
- Grounds for denial or termination of assistance
- Informal Hearing procedures

*As per federal regulations, if requested in writing, FHRA must provide prospective landlords:

- Family's current address
- Name of family's current and prior landlord
- Knowledge of drug trafficking by any family member, and
- History on damage to unit or unpaid rent (only information documented in participant file)

EXPIRATION AND EXTENSION OF VOUCHER

The family's name will be removed from the waiting list and the application will be made inactive if the family has not: 1) successfully completed their housing search, and 2) submitted a Request for HA Approval of Tenancy, or 3) requested an extension in writing prior to the expiration date of the Voucher,.

An extension of a Voucher will only be approved under the following circumstances:

- When the family verifies extenuating circumstances to FHRA's satisfaction or is a hard to house family, and can clearly demonstrate that they have made every effort to secure a suitable unit prior to expiration of the 60-day term of the Voucher; and
- Family has not refused a suitable unit without good cause; and
- There is a reasonable possibility that an extension of the Voucher will result in an approvable lease and the execution of a Housing Assistance Payments Contract.

FHRA will allow a maximum of one (1) thirty-day extension.

The FHRA may not approve a Request for HA Approval of Tenancy in which a voucher holder will pay more than 40% of their adjusted income toward rent.

DENIAL/TERMINATION OF APPLICATION OR ASSISTANCE

DENIAL of assistance to an APPLICANT may include any or all of the following: denial of listing on the waiting list, denial of or withdrawal of a voucher, refusal to enter into a HAP contract, approve a lease and refusal to process or provide assistance under the portability procedures.

TERMINATION of assistance to a PARTICIPANT may include any or all of the following: refusal to enter in a HAP contract or approve a lease, termination of housing assistance payments under an outstanding HAP contract, or refusal to process or provide assistance under portability procedures.

An applicant/participant will be denied/terminated under the following circumstances:

1. If the family has been convicted of committing fraud in any Federally assisted housing program (Ineligible for one year from date of determination); or
2. If the family has violated any family obligations under the program as set out in the Voucher, the family's lease or HUD regulations (Ineligible for one year from date of determination); or
3. If the family owes money to the FHRA or to another PHA in connection with Section 8, the Low-rent Public Housing Program, or any other assisted housing program (Ineligible until amount is repaid in full, or family executes and is current on a repayment agreement with the Housing Authority to whom it owes money); or
4. If the family executed a repayment agreement for amount owed under the above programs and failed to reimburse the agency (Ineligible till amount is paid in full); or
5. If a family participating in a Family Self Sufficiency program fails to comply, without good cause, with the family's FSS contract of participation (Ineligible for one year from date of determination); or
6. If the family has engaged in or threatened abusive or violent behavior toward FHRA personnel (Ineligible for one year from date of determination); or
7. If any member of the family fails to sign and submit consent forms for obtaining information as required by HUD and the Housing Authority (Ineligible for one year from date of determination); or
8. If the family has submitted information to the Housing Authority which is not true or complete or if the family did not provide information required within the time frame specified during the application process (Ineligible for one year from date of determination); or
9. If any member of a family refuses to sign required evidence of citizenship or eligible immigration status (Ineligible for one year from date of determination); or
10. If any member of the family is subject to registration requirement under a state sex offender registration program (Lifetime ineligibility); or
11. If any member of the family has engaged in drug-related criminal activity * or alcohol abuse. (It is not the responsibility of FHRA to screen for this behavior; however, if any reports are brought to the attention of FHRA staff, each case will be thoroughly researched.)
12. Discovery after admission of facts that made the tenant ineligible.

* Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

- a) Ineligibility if evicted or terminated for drug related activity
Persons evicted or terminated from **Public Housing, Indian Housing, Section 23 housing, or any Section 8 program**

because of drug-related criminal activity are ineligible for admission to Section 8 programs for **three (3) years** beginning on the date of such eviction.

b) Ineligibility for abuse of alcohol

The term of ineligibility for a person evicted because abuse of alcohol in any way interfered with the health, safety or right to peaceful enjoyment of the premises by other residents is **two (2) years**.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

c) Screening out or terminating illegal drug users and alcohol abusers

Admission to Section 8 programs is prohibited if FHRA determines any person is illegally using a controlled substance, or if FHRA finds reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, or if the **pattern** of illegal use of a controlled substance or **pattern** of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

FHRA will deny or terminate if a participant family member commits or has committed drug-related criminal activity*, violent criminal activity or gang activity within the last **five** years before the date that FHRA provides notice to the family of the determination to deny or terminate assistance. A preponderance of evidence will be used regardless of whether the family member has been arrested or convicted.

FHRA may waive this requirement if the person demonstrates successful completion of a rehabilitation program approved by FHRA, or the circumstances leading to eviction no longer exist. For example, the individual involved in drugs no longer resides in the household because the person is incarcerated.

* FHRA will permanently deny admission to the Section 8 program, and immediately and permanently terminate assistance of persons convicted of manufacturing or producing methamphetamine.

12. The HAP contract will automatically terminate when 180 calendar days have passed since the last housing assistance payment. Participant may reapply at any time; or
13. If the family moves during the first term of an assisted lease, or moves more than once in any subsequent 12-month period without an exception approved in writing by FHRA (ineligible for one year from date of determination); or
14. If the family is responsible for a breach of the HQS that is caused by any of the

following:

- a) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant; or
- b) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
- c) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any FHRA approved extension thereof).

If the family has caused a breach of HQS, FHRA will take prompt and vigorous action to enforce the family obligations, including possible termination of assistance. This may result in ineligibility for one year from date of determination.

When making a determination to deny an application or assistance to an applicant or to terminate assistance to a participant because of action or failure to act by members of the family, FHRA has the discretion to consider all circumstances in each case. This includes the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the actions or failures to act. FHRA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the assisted unit. FHRA may permit the other members of a participant family to continue receiving assistance. All decisions will be made on the preponderance of the evidence.

In each of the cases identified in this section, the applicant or participant family will be notified of their right to due process under the FHRA Informal Review procedures.

ADDING A PERSON TO HOUSEHOLD

Before the FHRA will grant a participant head of household's request to add another person to the program, a written statement approving the additional person on the lease must be submitted by the landlord and the individual being added must meet all eligibility requirements.

POLICY GOVERNING PARTICIPANT FAMILY MOVES

For moves not caused by owner breach of contract, the family may not move during the initial term of the lease, and the family will not be able to move more than once in any subsequent 12-month period. Exceptions to this policy may be made at FHRA's discretion, some examples are: natural disasters such as fire, flood or tornado.

An exception may be made for portability of a Voucher for (1) self-sufficiency purposes if participant produces documentation of employment or education and (2) access to medical

care.

If a family wishes to move with continued assistance, and the participant family terminates the lease by giving notice to the landlord, the participant family must give FHRA a copy of the notice.

ADMINISTRATION OF A PORTABLE FAMILY'S SELF-SUFFICIENCY CONTRACT

FHRA will administer current family self-sufficiency contracts for families who have ported into the FHRA Certificate/Voucher Program and have a current FSS contract with the initial Housing Agency.

DISAPPROVAL OF OWNERS

1. FHRA must not approve a unit if FHRA has been informed (by HUD or otherwise) that the owner* is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24; or
2. When directed by HUD, FHRA 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 action 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.
3. Disapproval of landlords for discretionary reasons will be authorized by the Executive Director for blatant or repeated violations and misrepresentations of regulations for any of the following reasons:
 - a) If the owner* refuses to or has a history of refusing to terminate the tenancy of a family who threatens the health and safety of other residents, managers, HA personnel, or the owner; disturbs the peaceful enjoyment of others residing in the immediate vicinity; or engages in drug-related or violent criminal activity; or
 - b) If the owner has violated obligations under the HAP contract; or
 - c) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
 - d) If the owner has engaged in drug-trafficking; or
 - 1) If the owner has a history or practice of non-compliance with the HQS for units leased under the rental assistance program, or with applicable housing standards for units leased under the project-based Section 8 assistance or leased under any other federal housing program; or
 - 2) If the owner has a history or practice of renting units that fail to meet State or local housing codes; or
 - 3) If the owner has not paid State or local real estate taxes, fines or

assessments.

* For purposes of this section “owner” includes principal or other interested party.

DISAPPROVAL OF LEASES

FHRA will disapprove leases that do not comply with State and local law requirements.

REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. An annual reexamination of income and family composition is required of all program participants. In addition, participants are required to report in writing immediately any income or household composition changes. Increases in family income reported in writing in a timely manner will be processed at the family's next annual review in accordance with FHRA self-sufficiency incentives. Increases in income not reported in writing will be processed at an interim review. All household composition changes will be processed immediately. It is the policy of FHRA to use estimated earned income in determining total tenant payments.
2. At annual re-examination the tenant is required to:
 - A. Provide releases of information.
 - B. Complete Personal Declaration form.
 - C. Verify **ALL** income, assets, and deductions;
 - D. Provide current information on family composition; and
 - E. Provide verification of status for Community Service requirement.

Failure by family to cooperate in and complete interim re-examinations in a timely manner and annual re-examinations prior to the annual date of the original lease is a violation of the tenant's lease and shall be grounds for termination of tenancy.

3. Income will be reviewed at the reexamination to determine rent to be charged. If it is found that the rent currently being charged is no longer in conformance with HUD regulations, the rent will be adjusted accordingly.
4. When rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances warrant a special rent and income review. Residents must report any changes in income in excess of \$50 per month in writing within two weeks. All changes in household composition must be reported immediately. If needed, the rent and the unit size will be adjusted in accordance with HUD regulations:

- A. Additional persons will reside in the unit.
 - B. Tenant requests a rent review due to a decrease in family income or change in family size or a change in other circumstances which would lower the rent payment according to HUD regulations. Typically, the decrease in income will be adjusted if it is anticipated to last more than 90 days.
 - C. The current rental payment was calculated for a temporary time period.
 - D. There is a change in Authority regulations requiring such a review.
5. Increases in rent resulting from rent reviews are effective the first day of the second month following the change. Decreases in rent are effective the first day of the month following the change. All changes must be verified in writing by the 15th of the month in which the change occurs, or within 10 days, whichever comes first.
 6. If it has been found that a tenant misrepresented to the Authority the facts upon which rent is based, so that the rent paid is less than should have been charged, then the increase in rent is made retroactive to the date the change should have been made. If the Housing Authority determines that the tenant has gained admission or remained in occupancy in the Housing Authority's project through the tenant's willful misrepresentation of income, assets, or family composition, the Housing Authority may serve 30-Day Notice of Termination of Lease and may file charges against tenant in District Court for theft of services or fraud.
 7. If the Housing Authority finds that a tenant intentionally or deliberately misrepresented his/her income, assets, deductions or family composition, the tenant may be given notice of Termination of Assistance at the time the misrepresentation is discovered, whether or not the tenant is eligible when the misrepresentation is discovered. Tenant has the right to request to pursue the Housing Authority's grievance procedures.
 8. The FHRA will not reduce the annual income of a family or reduce the rent because of a reduction in the family's welfare assistance because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

VERIFICATION OF STATEMENTS AND INCOME

All applicants and tenants shall be required to furnish proof of any statements, when requested by the Housing Authority, to reasonably assure accuracy.

When an applicant or tenant reports annual income which appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., AFDC, welfare, unemployment compensation, child support, child care assistance reimbursements, etc.) the Housing Authority may require the absence of such income to be verified, every 90 days. After receipt of income, rent will be computed and instituted the beginning of the second month in which income started.

All verifications will be obtained prior to the signing of a lease and for all subsequent re-examinations to ensure that current and accurate data is used in calculating rents, eligibility and unit size.

Applicants/tenants must furnish verification or provide authorization to the Housing Authority to obtain verification from a third party of all statements regarding income, assets, and allowances.

When a tenant's or applicant's participation in or completion of a drug abuse, alcohol abuse or other counseling program is required for admission or continued occupancy, the applicant or tenant must provide releases of information to the Housing Authority for such counselors or agencies as are involved for purposes of determining eligibility.

All income, assets and each applicable deduction or exemption is verified at the time of admission and at each subsequent reexamination. Income will be verified by third-parties when feasible. If third-party written verification is not possible, a review of documentation provided by the family, such as employer's W-2 forms, benefit checks, income tax returns, benefits award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third-party verification is not used, the Housing Authority will document the reason another method was used. (United States Treasury checks will not be photocopied.)

The following will be verified and documented in tenant files:

- A. Age of family members when the sole factor determining eligibility is based on age or to support exemptions claimed for minors.
- B. Displacement, handicap, disability, or age when they are a factor in determining eligibility for a placement on the waiting list or unit assignment.

For persons who claim disability but do not receive benefits under Section 223 of the Social Security Act or Section 102 (b) 5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when applicant or tenant has no other means of verifying disability, a Doctor's Certification as to the degree and possible length of such disability or equivalent may be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility.

- C. Full-time student status.

EXECUTION OF HAP PAYMENTS

Housing Assistance Payments are not made on behalf of the participant until all paperwork is received, the unit has passed a HQS inspection and contracts are signed by all parties.

PORTABILITY

1. General Policies of the FHRA Housing Authority

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Fargo Housing and Redevelopment Housing Authority (FHRA) at the time the family first submits its application for participation in the program to the FHRA may lease a unit anywhere in the jurisdiction of the FHRA or outside the FHRA jurisdiction as long as there is another entity operating a Housing Choice Voucher program covering the location of the proposed unit.

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

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the FHRA allow a participant to improperly break a lease. Under extraordinary circumstances the FHRA may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered. The FHRA may deny the right to port out to a jurisdiction with a higher payment standard if:

- 1) The FHRA does not have sufficient funding for continued assistance and,
- 2) The receiving Housing Authority will not absorb the family into their existing program.

This includes households whose vouchers have previously ported out to another Housing Authority and who choose to move to a new unit.

This action may be implemented by FHRA Board action at any time of Housing Choice Voucher budget shortfall and may be rescinded by Board action. Please refer to 24 CFR, part 982.314 (e) (1), "The PHA may deny permission to move if the PHA does not have sufficient funding for continued assistance." Also refer to 982.355 (e) (6), "A PHA must manage the PHA tenant based program in a manner that ensures that the PHA has the financial ability to provide assistance for families that move out of the PHA program under the portability procedures that have not been absorbed by the receiving PHA, as well as for the families that remain in the PHA program."

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the FHRA will not issue a voucher and will terminate assistance in compliance with Section 17.0,

Termination of the Lease and Contract.

2. Income Eligibility

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Housing Choice Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Housing Choice Voucher Program, income eligibility is not re-determined.

3. Portability: Administration by Receiving Housing Authority

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a Housing Choice Voucher program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

4. Portability Procedures

- A. When the FHRA is the Initial Housing Authority:
 - 1. The FHRA will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The FHRA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. The FHRA will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. The FHRA will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
 - 5. The FHRA will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the FHRA is the Receiving Housing Authority:

1. When the portable family requests assistance from the FHRA, FHRA will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the FHRA receives a portable family, the family will be absorbed if funds are available and a housing choice voucher will be issued.
2. The FHRA will issue a voucher to the family. The term of the FHRA's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The FHRA will determine whether to extend the housing choice voucher term. The family must submit a request for tenancy approval to the FHRA during the term of the FHRA's housing choice voucher.
3. The FHRA will determine the family unit size for the portable family. The family unit size is determined in accordance with the FHRA's subsidy standards.
4. The FHRA will within thirty (30) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher.
5. If the FHRA opts to conduct a new reexamination, the FHRA will not delay issuing the family a housing choice voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the FHRA will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the FHRA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
7. The FHRA may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by the FHRA

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

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the FHRA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the Housing Choice Voucher programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

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

MINIMUM RENT REQUIREMENTS

For the Voucher program, the minimum amount of the total tenant payment (TTP) must be at least \$50.00. Voucher families will pay the owner the difference between the monthly rent to owner and the housing assistance payment.

MINIMUM RENT HARDSHIP EXEMPTION

FHRA may grant an exception to the minimum rent requirement for hardship circumstances, which includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;

3. The income of the family has decreased because of changed circumstances, including loss of employment; or
4. A death in the family has occurred.

An exemption will not be provided if the hardship is determined temporary.

FHRA will inform all program participants of their right to request a minimum rent hardship exemption and that determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended for a period of up to 90 days. The minimum rent will be suspended until a determination is made whether:

- a) There is a hardship covered by the statute; and
- b) The hardship is temporary or long-term.

If FHRA determines that there is no hardship covered by the statute, minimum rent is imposed, including backpayment for minimum rent from time of suspension. If FHRA determines that the hardship is temporary, the minimum rent also is imposed, including backpayment for minimum rent from the time of suspension. The family will not be evicted for nonpayment during the 90-day period commencing from the date of the review request.

GRIEVANCE PROCEDURES

In order to serve applicants and participants as quickly and efficiently as possible, an applicant family or a participant family will be offered the opportunity for an administrative review prior to either an informal review (applicant) or an informal hearing (participant) upon request by the family to answer family's questions on FHRA's action or the program guidelines.

PROCEDURES FOR AN ADMINISTRATIVE REVIEW

Persons who conduct the Administrative Review shall be designated by the Executive Director. Staff assigned to conduct the administrative review will attempt to answer the questions of the applicant or the participant either through telephone communication or a meeting with the family.

If issues cannot be resolved through an administrative review, the applicant will be informed of his/her right to an Informal Review and a participant will be informed of his/her right to an Informal Hearing.

INFORMAL REVIEW POLICY

The Fargo Housing and Redevelopment Authority will provide an **applicant** the opportunity for an **Informal Review** if the applicant is denied participation in the program, except where an Informal Review is not required by HUD regulation (24 CFR 982.554).

FHRA will use the following procedures to advise the applicant and conduct the review:

- (1) The applicant will be given written notification of the denial of assistance for either
 - (a) denial for placement on the waiting list, or
 - (b) denial of issuance of a Voucher which shall state the reason(s) for denial.
- (2) The notice will state the applicant has a right to request, in writing, an informal review of the decision within ten (10) business days of the day of the notification.
- (3) The informal review will be conducted within ten (10) business days of the request.
- (4) The applicant shall be provided a written copy of the Informal Review Procedures with the notice to deny application or assistance.
- (5) The review will be conducted by a person or persons designated by FHRA, and will be someone other than a person who made or approved the decision under review or a subordinate of this person.

INFORMAL REVIEW PROCEDURES

The applicant will present the request for an Informal Review of FHRA's decision personally in writing (phone calls are not accepted). The written request must be signed by the applicant. The request must be presented no later than the first working day after the tenth (10th) day of notice of action or proposed action.

The request shall specify:

- (1) the particular grounds on which it is based;
- (2) the action requested; and
- (3) the name, address, and telephone number of the applicant and similar information about his/her representative, if any.

The applicant shall be afforded a fair review, which shall include:

- (1) The opportunity to examine before the review any FHRA documents directly relevant to the review. By appointment, with executive staff present, the applicant is allowed to copy, on FHRA premises, at the applicant's expense. If the FHRA does not make a document available for examination upon request, the FHRA may not rely on such document at the informal review.
- (2) The right to be represented by counsel or by another person chosen as the applicant's representative.
- (3) The right to present written or oral objections to the Housing Authority's decision.
- (4) A decision based solely upon the preponderance of the evidence presented at the review.
- (5) Reasonable accommodations for persons with disabilities to participate in the informal review.
- (6) A written decision will be issued to the applicant by the review officer within

ten (10) working days of the review. A copy of the decision will be mailed to the family and a copy will be retained with the application at FHRA. This summary will include the names of the participants, the date of the informal review, the proposed disposition and specific reason(s) therefore.

A decision by the review officer in favor of the Housing Authority or which denies the relief requested by the applicant in whole or part shall not constitute a waiver of the rights of the applicant(s) to judicial review.

INFORMAL HEARING POLICY

Fargo Housing and Redevelopment Authority will give a **participant** in the Voucher program the opportunity for an **Informal Hearing** in the following circumstances:

- a) A determination of the amount of the Total Tenant Payment.
- b) A determination of the appropriate utility allowance.
- c) A determination that the participant is living in a unit with more bedrooms than appropriate under the subsidy standards.
- d) A determination of the number of bedrooms designated on a new Voucher for a participating family.
- e) A determination to terminate assistance for a participant family because of the family's failure to act.
- f) A determination to terminate assistance because the participant family has been absent from the unit for longer than the maximum allowed.
- g) A determination of awarding assistance when there is a family break-up.

INFORMAL HEARING PROCEDURES

For any decision on which a family has a right to an Informal Hearing as described above, the Fargo Housing and Redevelopment Authority will notify the participant of the decision, their opportunity for an administrative review and their right to request a hearing, in writing, within ten (10) business days of the Notice of Denial or Termination.

The applicant will be provided with a written copy of the Informal Hearing Procedures with the notice of denial or termination of assistance.

The Informal Hearing will be conducted by a person or persons designated by FHRA and will be someone other than a person who made or approved the decision under review or subordinate of this person.

The Informal Hearing will be scheduled to be conducted within ten (10) business days of the date the written request is received in FHRA's office.

The program participant (hereafter called family) shall present the request for an informal hearing of the FHRA's decision personally, either orally or in writing (phone calls are not accepted). A written request must be signed by the family. The request must be presented no later than the first working day after the tenth (10) day of Notice of Action or Proposed action. The participant's request shall specify:

- (1) The particular grounds on which it is based;
- (2) The action requested; and
- (3) The name, address, and telephone number of the family and similar information about his/her representative, if any.

The family shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any FHRA documents directly relevant to the hearing. By appointment, with executive staff present, the family is allowed to copy any such document at the family's expense. If the FHRA does not make a document available for examination upon request, FHRA may not rely on such document at the informal hearing.
- (2) FHRA must be given the opportunity to examine at FHRA's office, 325 Broadway, Fargo, North Dakota, before the hearing, any family documents that are directly relevant to the hearing. FHRA must be allowed to copy any such document at FHRA's expense. If the family does not make the document available to FHRA for examination upon request, the family may not rely on the document at the hearing.
- (3) At the family's request, the family may be represented by a lawyer or other representative.
- (4) The right to present written or oral evidence and to question witnesses.
- (5) A decision based solely upon the preponderance of the evidence presented at the hearing.
- (6) Within ten (10) working days of the hearing, the hearing officer will issue a written decision to the family. A copy of the decision will be mailed to the family and a copy will be retained in the family's file at FHRA.

The procedures for requesting and conducting a hearing will be provided each family during the Voucher briefing.

INFORMAL HEARING GUIDELINES

The Hearing Officer will conduct the hearing in accordance with the following guidelines:

- (1) The participant or the participant's representative will be given an opportunity first to present his/her objections only to the specific decision pertinent to this hearing. The participant may present evidence or question witnesses at this time.
- (2) The FHRA may present evidence and question witnesses. The participant will have the opportunity to question any FHRA witness at this time.
- (3) The Informal Hearing is not intended to duplicate procedures under judicial review so the rules of admissibility under such proceeding will not be applied in the course of the hearing.

SCOPE OF THE HEARING OFFICER'S DECISION

A decision by the hearing officer in favor of the FHRA or which denies the relief requested by the family in whole or in part shall not constitute a waiver of the rights of the family to judicial review.

The Fargo Housing and Redevelopment Authority is not bound to the decision of the hearing officer in the following circumstances:

- (1) Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this section or that otherwise exceeds the authority of the Hearing Officer; or
- (2) Contrary to HUD regulations, requirements, Federal, State or local law.

If the FHRA determines that it is not bound by a hearing decision, FHRA will promptly notify the family of this determination and of the reasons for the determination.

FHRA is not required to provide a participant family an opportunity for an Informal Hearing in the following circumstances:

- (1) Discretionary administrative determinations by FHRA;
- (2) General policy issues or class grievances;
- (3) Establishment of the PH schedule of utility allowances for participant families;
- (4) A determination not to approve an extension of a Voucher term;
- (5) A determination not to approve a unit, lease or landlord;
- (6) A determination that the assisted unit is not in compliance with Housing Quality Standards;
- (7) A determination to exercise or not to exercise any right or remedy against the owner under the HAP Contract.

In the case of a participating family whose assistance is being terminated when the family is currently living in a unit with an active Housing Assistance Payment contract, FHRA will provide an opportunity for an Informal Hearing before the actual termination of housing assistance payments.

COLLECTION POLICIES

In the interest of sound fiscal management and program integrity, the Fargo Housing and Redevelopment Authority will make all reasonable efforts to collect amounts owed to the agency as a result of unreported income or amounts paid to owners in behalf of participants.

The following procedures will be followed to ensure maximum collection of applicant/participant debt:

A. Applicants

No applicant will be admitted to the Section 8 waiting list until any/all debts owed to any PHA have been paid in full or the family is current on a repayment agreement. It is the policy of FHRA to require a minimum repayment of 1/4 of debt owed and \$50 per month payments.

B. Participants

Participants in the Certificate/Voucher program must agree to pay back any amounts owed the FHRA to be eligible for continued assistance. The following procedures will be followed for program participants:

- (1) Unreported Income A repayment agreement will be negotiated when the amount of overpayment of housing assistance payments has been established. A repayment agreement will be executed based upon the financial circumstances of the family. The repayment agreement will be executed with the first payment equal to one-fourth of the amount owed and minimum monthly payments of \$50. The agreement will ensure that the full amount of the overpayment is reimbursed to the FHRA within 12 months of the date the family was notified of the indebtedness.
- (2) Fraud All fraud cases that result in amounts that exceed \$500.00 **may** be referred to the local State's Attorney's office for prosecution. All fraud cases that result in amounts that exceed \$1,000.00 **will** be referred to the local State's Attorney's office for prosecution. Those under that amount will be handled under a payback arrangement as described above.

Should a family request a voucher to move to a different unit, the debt to any/all PHA's must be paid in full or a repayment agreement which is acceptable to the PHA must be executed by the participant. Payments by the participant must be current before a new Voucher will be issued. A participant may not port to another jurisdiction until the repayment obligation is paid in full.

C. Fraud Recovery

When FHRA is the principal party initiating or sustaining an action to recover amounts from tenants that are due as a result of fraud and abuse, the Housing Authority will retain the greater of:

- (1) Fifty (50) percent of the amount it actually collects from a judgment, litigation (including settlement of lawsuit) or an administrative repayment agreement; or
- (2) Reasonable and necessary costs that FHRA incurs related to the collection of a judgment, litigation (including settlement of lawsuit) or an administrative repayment. Reasonable and necessary costs include the costs of the investigation, legal fees and collection agency fees.

If HUD incurs costs on behalf of FHRA in obtaining the judgment, these costs will be deducted from the amount to be retained by FHRA.

PAYMENTS OF DAMAGES, CLAIMS AND VACANCY LOSS (Pre 10/2/95 contract)

Every effort will be made to determine the extent of damages/unpaid rent loss before a new lease is approved or a Housing Assistance Payments Contract is executed. The following policies are established to reduce participant indebtedness:

- a) Owner claims for unpaid rent and damages shall be submitted to the FHRA office within 45 days from the date the family vacated the unit. Additionally, the owner must comply with the provisions of the lease, State and local law relative to the return of security deposits or the claim will be denied by the FHRA.
- b) When a Housing Assistance Payments Contract has not yet been executed in the family's behalf, a repayment agreement with the PHA must be entered into by the family before a new contract is executed. If the family refuses to negotiate a repayment agreement, no new contracts will be executed and assistance will be terminated in accordance with the program regulations and this plan.
- c) When a new Housing Assistance Payments Contract has been executed in the family's behalf, every reasonable effort will be made by FHRA to negotiate a repayment agreement. Should the participant refuse to negotiate a repayment agreement, they will be refused a new Voucher at any time, until the debt is paid. No action will be taken to terminate assistance to the family under the current contract.
- d) When the family is willing to execute a repayment agreement, payments will be established to ensure the entire debt is paid in full within a 24-month period. Should the family fail to make payments as agreed, no termination action will be taken. However, the family will be refused a new Voucher until the debt is paid in full.

In addition to the action prescribed in this section, the FHRA will on a case-by-case basis pursue collection of debt through the judicial system in order to secure judgment and enhance the potential for collection.

The following policies are established in order to reduce participant indebtedness:

1. If the family vacated a unit in violation of the Lease, the owner may receive compensation in accordance with the Housing Assistance Payments Contract. The owner must comply with all terms of said contract.
2. In addition, the owner must provide FHRA with evidence substantiating efforts to lease the unit.

3. The owner may evict a tenant from the unit by following North Dakota law. The owner must notify FHRA of commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant. The owner is not entitled to a Vacancy Payment if the tenant is evicted, unless FHRA determines that the owner complied with all of these requirements, the Contract and all applicable state and local laws.
4. If the family vacates the unit owing rent or leaving tenant-caused damages, the owner may receive compensation in accordance with the HAP Contract. To collect for Damages/Unpaid Rent, the owner must notify FHRA immediately upon learning of the vacancy and request a damage inspection. Before a claim will be paid, the owner must submit the following documentation:
 - Statement advising the tenant that the security deposit will not be returned,
 - Statement evidencing billing the tenant by certified mail receipt,
 - Statement evidencing non-payment by the tenant,
 - Statements and receipts evidencing actual costs incurred for materials and labor,
 - Statement indicating the allowable cost for each item, signed by an employee of FHRA responsible for completing HUD form #52676, Claim for Payment of HUD Security Deposit Guarantee.
5. The owner will be compensated for tenant-caused damages so repair/replacement does not exceed quality at the time the unit went on the program. The owner may only claim damages for repairs above and beyond normal wear and tear.
6. All expenses of the owner must be documented. Labor costs may not exceed the costs of professional tradesmen. The owner may claim his own labor as reimbursable at an hourly rate not to exceed \$8.00 per hour.
7. Compensation will be determined as follows: Life of wall coverings 3 years, life of floor coverings 10 years. The owner will be compensated for tenant damage to appliances, drapes, curtains, and rods, only if landlord ownership is documented on the original inspection. Repair or replacement of furniture is never an eligible item.
8. Compensation for outside structural damage is allowable only if the damage is tenant-caused and must not exceed existing conditions at the time of the original contract.

STAFFING

The FHRA will be responsible for the total operation of the Voucher program.

HOUSING QUALITY STANDARDS

FHRA will follow the requirements for the minimum Housing Quality Standards as stated in the 24 CODE of Federal Regulation 882.109 and the Section 8 Administrative Practices Handbook, 7420.7. FHRA will use the standard form HUD 525-80 to record all housing quality standard inspections conducted during program operations. All inspections will be conducted within five (5) working days of receipt of notice from the landlord that the unit is ready for inspection.

If the inspector is required to make a special inspection because of the participant's failure to show up for the inspection, the FHRA shall charge a \$15 fee. The fee must be paid before the FHRA will sign the Housing Assistance Contract or Annual Adjustment Notice.

HQS quality control inspection will be conducted by a qualified person on at least 5% of the recently completed HQS inspections representing a cross section of neighborhoods and inspectors.

ADMINISTRATIVE FEE RESERVES

Earned Administrative Fees which exceed expenditures for program expenditures shall be handled according to guidelines found in HUD handbook 7420.7 CRF-9.

The threshold for expenditures which may be made from the operating reserve without prior Board approval is \$500.00. For operating reserve expenditures which exceed the Board threshold, the FHRA Board must make a decision that the expenditures are necessary and reasonable for other-related housing purposes consistent with the FHRA's mission and goals.

AFFORDABILITY ADJUSTMENTS

The voucher payment standard will be changed at the time that the new Fair Market Rents are published by HUD and will reflect the local market. As of 07/01/03 the payment standard is set at 97 percent of the Fair Market Rent for houses, duplexes, apartments and mobile homes. The payment standard for mobile home pads is set at 110 percent of Fair Market Rent due to high rents locally.

SECURITY DEPOSITS

FHRA will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

REASONABLE RENT

The Housing Authority will determine and document if rents are reasonable based on current rents for comparable unassisted units at the time of initial leasing and at least annually:

1. If there is any increase in the rent to owner;
2. If there is a 5% decrease in the published FMR in effect 60 days before the HAP contract anniversary, the rent to owner is reasonable based on current rents for

comparable unassisted units.

Items to be considered, inasmuch as possible, in determining comparable and reasonable rents are: size, type, quality, age, amenities, services, maintenance and utilities.

INDIVIDUAL LEASED SHARED HOUSING

The Fargo Housing and Redevelopment Authority will include the individual leased shared housing as a component of the Section 8 Voucher program. FHRA elects to offer to elderly, disabled and handicapped individuals this opportunity to provide the widest range of housing opportunities.

This type of sharing requires a separate lease and housing assistance payments (HAP) contract for each assisted family. An owner may reside in the unit but may not be a recipient of housing assistance in their own behalf. The sharing family must not be related to the resident owner. This unit may not include more than 12 total occupants.

Private Space

The space available for the exclusive use of the assisted family and which must contain at least the number of bedrooms listed on the Voucher. Private space is not available for use by other occupants of the dwelling unit.

Common Space

The space available for use by all occupants of the unit.

Fair Market Rent

The initial gross rent for the unit must not be greater than the prorated portion of the published Fair Market Rent for the entire unit.

Waiting List

There will be no preference given on the waiting list for families who intend to utilize the Individual Lease Shared Housing component.

ALL OTHER BASIC PROVISIONS OF THE VOUCHER PROGRAM WILL APPLY TO FAMILIES PARTICIPATING IN SHARED HOUSING.

SINGLE ROOM OCCUPANCY (SRO)

In the interest of providing the maximum opportunity for freedom of housing choice, the Fargo Housing and Redevelopment Authority will allow the use of Single Room Occupancy (SRO) units for eligible homeless individuals.

The Fargo Housing and Redevelopment Authority has determined that the Administrative Plan for the Section 8 Existing Housing Program is adequate in the administration of the

Section 8 Moderate Rehabilitation Program for Single Room Occupancy Dwellings for Homeless Individuals except for the following unique policies:

1. All applicants for occupancy in the SRO program must have completed evaluation by an area Human Service Center and be diagnosed as disabled. Prospective clients will be referred to the Fargo Housing and Redevelopment Authority for eligibility determination. A separate waiting list for the SRO project will be maintained. Applicants must agree to case management services provided by an area Service provider.
2. The Fair Market Rent for Single Room Occupancy unit is 75% of the zero bedroom FMR.
3. The housing quality standards in 24 CFR 887.251 apply to SROs. Exterior doors and windows accessible from the outside of the SRO unit must be lockable. All other requirements specified in local code for Single Room Occupancy units will be used by the housing authority.

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