PHA 5-Year and
Annual PlanU.S. Department of Housing and Urban
DevelopmentOM
EOffice of Public and Indian HousingOM
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1.0	PHA Information					
	PHA Name: PHA Code: PHA CODE PH					
		Performing	Standard	HCV (Section 8)		
	PHA Fiscal Year Beginning: (MM/YYYY):	01/2011				
2.0		x71 · · ·	101			
2.0	Inventory (based on ACC units at time of F	Y beginning i	,	umber of HCV units: 1194		
	Number of PH units: <u>578</u>		INU	SPC: 75	VASH:	70
3.0	Submission Type			SFC. 75	vазп.	70
5.0	Submission Type ∑ 5-Year and Annual Plan	Annual I	Plan Only	5-Year Plan Only		
				5-Tear Flan Only		
4.0	PHA Consortia	IIA Consortio	: (Check box if submitting a join	nt Dian and complete table halo		
		HA Collsoftia	t: (Check box if sublitting a join	in Plan and complete table belo	w.)	
		РНА	Due energie) la che de d'in the	Due survey Net in the	No. of Unit	s in Each
	Participating PHAs	Code	Program(s) Included in the	Programs Not in the Consortia	Program	
		Code	Consortia	Consorna	PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 on	ly at 5-Year I	Plan update.			
5.1	Mission. State the PHA's Mission for servin	ng the needs o	of low-income, very low-income	, and extremely low income far	nilies in the Pl	HA's
	jurisdiction for the next five years:					
	Provide affordable and quality housing, se	ervices, and o	opportunities to low-income an	d special need families and er	nsure program	n integrity
	by all program participants.					
5.2	Goals and Objectives. Identify the PHA's of	montifichle a	oals and objectives that will and	bla the DUA to some the mode	of low incom	and yory
5.2	low-income, and extremely low-income fam					
	and objectives described in the previous 5-Y		ext five years. Include a report of	on the progress the FHA has ha	ade in meeting	the goals
	and objectives described in the previous 3-1	cai I Iall.				
	Please See Attachment F					
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	PHA Plan Update
	 (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: #1 Eligibility, Selection and Admissions Policies: Wait List Procedures: a. Site based waiting list for project based vouchers 1. Crossroads: 27 Project Based Vouchers 2. Lashkowitz High Rise – After Disposition 3. VASH b. Tenant Based Waiting Lists Added 1.Money Follows Person Program
	 c. Preferences: 1.Money Follows Person Program 2.Residency Preference 3.Domestic Violence Victims of Cass County 4.FHRA shall select a percentage from each applicant preference point group. ie: 30% more than 2 preference points; 30% 2 preference points; 30 % 1 preference point; 10% non-preference
	#2 Financial Resources: Please See Attachment G
	 #3 Rent Determination: Flat Rent for Public Housing will remain as Updated in the 2009-2010 Annual Plan. Voucher Payment Shall be: HCV utility allowance based on actual utility consumption data or HCV matrix, whichever is less. 0 Bedroom: \$440 1 Bedroom: \$525 2 Bedroom: \$650 3 Bedroom: \$910 4 Bedroom: \$1050 5 Bedroom: \$1200
	#4 Operations & Management:
6.0	Please See Attachment Q (Admissions & Occupancy Plan)
	#5 Grievance Procedures: Please See Attachment Q (Admissions & Occupancy Plan)
	#6 Designated Housing for Elderly/Disabled Families: NO CHANGE
	#7 Community Service and Self-Sufficiency: Three New ROSS Coordinators have been added to the staff through competitive grants. ROSS Elderly/Disabled Wheels N' Meals program features a Service Coordinator for AMP 14-1, 14-2, 14-5, Wheelchair Accessible Van, Meals on Weekends and Wellness Programs. ROSS Family features Self-Sufficiency programs such as Computer Lab, Clothing N' Connections, Mentoring Programs, CHARISM Youth Programming and Service Coordinator. AMP 14-3 and 14-4 ROSS Family Service Coordinator provides information and referrals for all scattered site units.
	Please See Attachment H
	#8 Applied for Emergency Security Grant
	#9 Pets: Please See Attachment Q (Admissions & Occupancy Plan)
	#10 Civil Rights Certification: Please See Attachment I
	#11 Fiscal Year Audit: 2009 Audit Please See Attachment J
	#12 Asset Management: Please See Attachment K
	#13 VAWA: Domestic Violence Preference with Required Counseling Sessions Preference for local domestic violence victims
	Please See Attachment Q (Admissions & Occupancy Plan)
	(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. PHA Plan may be obtained and reviewed at AMP 14-1, AMP 14-2, AMP 14-3/14-4, AMP 14-5 and the FHRA Main Office located at 325 Broadway, Fargo, ND.

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	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.
7.0	Please See Attachment L
	The 5h Public Housing Homeownership program has one final unit to sell to complete the program. Project Based Vouchers: Crossroads, VASH, Lashkowitz High Rise – After Disposition
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
	Please See Attachment M
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan,</i> form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
	Please See Attachment N
8.3	Capital Fund Financing Program (CFFP). ⊠ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	Housing Needs . Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.
	Please See Attachment O

9	9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.
		Please See Attachment O
		Additional Information. Describe the following, as well as any additional information HUD has requested.
1	0.0	(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.
		Please See Attachment F
		(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"
		Please See Attachment P
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1	1.0	Required Submission for HUD Field Office Review . In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.
		(a) Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations (which includes all certifications relating to Civil Rights)

- (b) Form HUD-50070, Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)
- (c) Form HUD-50071, Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)
- (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
- (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.
 (g) Challenged Elements
- (h) Form HUD-50075.1, Capital Fund Program Annual Statement/Performance and Evaluation Report (PHAs receiving CFP grants only)
- (i) Form HUD-50075.2, Capital Fund Program Five-Year Action Plan (PHAs receiving CFP grants only)

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, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide 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 is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

- **6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:
 - (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
 - (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures. Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

- 2. Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
- **3. Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
- 4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
- **5. Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
- 6. Designated Housing for Elderly and Disabled Families. With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.
- 7. Community Service and Self-Sufficiency. A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).
- 8. Safety and Crime Prevention. For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

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- Pets. A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
- 10. Civil Rights Certification. A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
- 11. Fiscal Year Audit. The results of the most recent fiscal year audit for the PHA.
- 12. Asset Management. A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
- 13. Violence Against Women Act (VAWA). A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

Hope VI, Mixed Finance Modernization or Development, 7.0 Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

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

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at:

http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.c fm

Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.

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

http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

- (d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.
- 8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.
 - 8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the Capital Fund Program Annual Statement/Performance and Evaluation Report (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:
 - (a) To submit the initial budget for a new grant or CFFP;
 - To report on the Performance and Evaluation Report progress **(b)** on any open grants previously funded or CFFP; and
 - To record a budget revision on a previously approved open (c) grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the Capital Fund Program Annual Statement/Performance and Evaluation (form HUD-50075.1), at the following times:

- At the end of the program year; until the program is 1. completed or all funds are expended;
- When revisions to the Annual Statement are made, 2. which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
- 3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the Capital Fund Program Five-Year Action Plan (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

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portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

- **9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (**Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
 - 9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- **10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:
 - (a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
 - (b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).
- **11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.
 - (a) Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations
 - (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
 - (c) Form HUD-50071, Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)
 - (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
 - (e) Form SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)
 - (f) Resident Advisory Board (RAB) comments.
 - (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
 - (h) Form HUD-50075.1, Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.1.
 - Form HUD-50075.2, Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.

PHA Certifications of Compliance with PHA Plans and Related Regulations

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the $\underline{\times}$ 5-Year and/or _____ Annual PHA Plan for the PHA fiscal year beginning 01-01-2011 _____, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- 1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- 2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
- 3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
- 4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
- 5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
- 6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- 7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
- 8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
- 9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- 10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- 11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- 12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

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

Fargo Housing and Redevelopment Authority	ND014		
PHA Name	PHA Number/HA Code		
X 5-Year PHA Plan for Fiscal Years 20^{11} - 20^{15}	_		
Annual PHA Plan for Fiscal Years 20 20	_		

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

Name of Authorized Official	Title	
Karen Moore	FHRA Board Chairperson	
Signature Karenhoare	Date	

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Fargo Housing and Redevelopment Authority

Program/Activity Receiving Federal Grant Funding

5 Year Plan 2011-2015 / Capital Grant

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.

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

AMP ND014000001 AMP ND014000002 AMP ND014000003 AMP ND014000004 AMP ND014000005

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

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

Name of Authorized Official		Title
Lynn Fundingsland	and the second	Executive Director
Signature X		Date 10,5.2010
V. V.		form HUD-50070 (3/98) ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Fargo Housing and Redevelopment Authority

Program/Activity Receiving Federal Grant Funding 5-Year Plan 2011 - 2015 / Capital Grant

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (19.11, 20

Name of Authorized Official	Title	
Lynn Fundingsland	Executive Director	
Signature	Date (mm/dd/yyyy)	
	10 105,2010	
	form HUD 50071 (3/98)	

Previous edition is obsolete

form HUD 50071 (3/98) ref. Handboooks 7417.1, 7475.13, 7485.1, & 7485.3

	F LOBBYING ACTI	/ITIES	Approved by OMB
Complete this form to disclose lo			0348-0046
•	for public burden disclos		
	ederal Action:	3. Report Type:	- tootoo
••	. bid/offer/application	a. initial filing	
	. initial award	b. material ch	ange
÷.	. post-award	For Material Cha	ange Only:
d. loan	•		quarter
e. loan guarantee			port
f. loan insurance			
4. Name and Address of Reporting Entity:	5. If Reporting E	ntity in No. 4 is a Suba	wardee, Enter Name
Prime Subawardee	and Address o	f Prime:	
Tier, if known:			
Fargo Housing and Redevelopment Authorit	-Y		
325 Broadway			
Fargo, ND 58102 Congressional District, <i>if known</i> : NDAL	Congressional	District, if known:	
6. Federal Department/Agency:	7. Federal Progra	am Name/Description:	
Department of HUD - Public Housing	Capital Fund - P	ublic Housing	
	CFDA Number,	if applicable:	
8. Federal Action Number, if known:	9. Award Amoun	t, if known :	<u></u>
	\$ 904,105		
10. a. Name and Address of Lobbying Registra	nt b. Individuals Pe	erforming Services (inc	cluding address if
(if individual, last name, first name, MI):	different from	No. 10a)	
	(last name, firs	st name, MI):	
	N/A		
N/A			
11. Information requested through this form is authorized by title 31 U.S.C. so		KI	
1352. This disclosure of lobbying activities is a material representation of upon which reliance was placed by the tier above when this transaction was	made Print Name: Lyn	n Fundingsland	
or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. information will be available for public inspection. Any person who fails to f required disclosure shall be subject to a civil penalty of not less than \$10,00	ile the Frequence D	irector	
not more than \$100,000 for each such failure.	Telephone No.:		Date: <u>10-08-2010</u>
		Au	thorized for Local Reproduction
Federal Use Only:		Sta	andard Form LLL (Rev. 7-97)

ND014e01

Resident Advisory Board Board Meeting Sunrise North June 30, 2010 @ 11:30 a.m.

Present:	
RAB Chairman:	Ron Hanson
RAB Co-Chairs:	Sharon Hanson, Art Carlson
RAB Members:	Debra Hay, Marge Templin, Jim Charon, Christine Watts-Gallagher,
	Lawerence Sad, Mike Johnson, Tonna Horsley, Judy Jamieson, Alissa
	Johnson, Dennis Yellow Bird
FHRA Staff:	Jill, Lynn, Heather, Paul, Gwen, Kathleen, Kasye, Tamara, Pat, Jane,
	Kerry, Deb, Patti, Dan, Darla

INTRODUCTIONS

Welcome Members

Mr. Hanson introduced himself and welcomed members to the meeting. Staff members and RAB members gave their own introductions.

Minutes

The minutes for the June 2, 2010 meeting were distributed to the Board for approval.

M/S/P

Sad/Johnson

To approve consent agenda

Addendum to the Agenda

To add the 5-Year Capital Plan to the Voting Ballot for approval

Beyond Shelter, Inc Development Projects

1. Lashkowitz High Rise

Dan asked the Board to consider allowing Beyond Shelter, Inc. (BSI) to allocate \$100,000 of HOME funds towards the Lashkowitz High Rise renovation project. Construction is expected to begin in the fall of 2011.

2. Urban Plains Development

Dan informed the Board on a proposed 80 unit elderly/disabled development located in the Urban Plains addition. BSI will be asking the Board for approval of HOME funds to be used towards the construction costs in the future.

Voting Ballot

Jill asked the RAB members to complete the following voting ballots: (Final outcome is included)

1. Fargo Housing Authority has adopted a residency preference for applicants applying for the Section 8 Housing Choice Voucher Program and Public Housing units. All applicants who are residents of Cass County will receive additional preference points (2 pts. suggested). If approved by RAB and FHRA Board of Commissioners, this preference will begin 09/01/2010.

13 I approve of Residency Preference

0 I do not approve of Residency preference

ND014e01

Resident Advisory Board Board Meeting Sunrise North June 30, 2010 @ 11:30 a.m. Page 2

2. Beyond Shelter, Inc. (BSI) staff has presented the Lashkowitz High Rise Rehabilitation project on 06/30/2010.

<u>13</u> I support BSI work for the Lashkowitz High Rise Rehabilitation

<u>0</u> I do not support BSI Lashkowitz High Rise Rehabilitation

3. The FHRA is pursuing a grant for Non-Elderly Persons with Disabilities through Money Follows the Person.

13 I support a preference for Money Follows the Person for grant vouchers

- <u>0</u> I do not support a preference for Money Follows the Person
- 4. The FHRA Repayment Schedule
 - <u>13</u> I support this repayment schedule
 - <u>0</u> I do not support this repayment schedule
- 5. Capital Grant 5-Year Plan 2011-2016
 - <u>13</u> I support the Capital Grant
 - 0_____I do not support the Capital Grant

Jill stated that the Domestic Violence preference will be voted on at a future meeting.

Other

Board Members declined to have any pictures taken at meetings posted for public viewing.

A \$10.00 stipend was passed out to the residents in attendance of the Board meeting.

Adjourn

There being no further business to come before the Board, the meeting was adjourned at 1:30 p.m. The next meeting will be held August 3, 2010 at Sunrise North.

Ron Hanson, Chairman

ND014e01

Resident Advisory Board Board Meeting Sunrise North August 3, 2010 @ 11:30 a.m.

Present:

RAB Chairman:	Ron Hanson			
RAB Vice-Chairs:	Sharon Hanson	Absent:	Art Carlson	
RAB Members:	Debra Hay, Marge Temp	olin, Jim Charon, Chr	istine Watts-Gallagher	3
	Lawerence Sad, Mike Jo	hnson, Tonna Horsl	ey, Judy Jamieson, Ka	aren
	Daniels, Donald Monette	, Jim Smith, Andrew	Jackson	
FHRA Staff:	Jill, Heather, Paul, Gwen	, Kasve, Tamara, Pa	at, Patti, Meliha	

INTRODUCTIONS Welcome Members

Mr. Hanson introduced himself and welcomed members to the meeting. Staff members and RAB members gave their own introductions.

Minutes

The minutes for the June 30, 2010 meeting were distributed to the Board for approval.

M/S/P Hanson/Charon To approve consent agenda

Addendum to the Agenda N/A

Voting Ballot

Jill asked the RAB members to complete the following voting ballots: (Final outcome is included)

1. Violent criminal activity includes but it is not limited to criminal use of physical force against person or property and threats of violence.

13 I Support

1 I Do Not Support

2. Recalculate Section 8/Public Housing Utility Allowances based on actual consumption when possible. LIHEAP allowances will be deducted from the FHRA utility allowance, thereby ending "double subsidy" as advised by HUD.

<u>10</u> I Support

4 I Do Not Support

Comments: People on LIHEAP should not be eligible due to already being on subsidy.

3. Research future housing options for youth aging out of foster care, which has been listed as a major community need.

12 I Support

<u>2</u> I Do Not Support

Resident Advisory Board Board Meeting Sunrise North August 3, 2010 @ 11:30 a.m. Page 2

Comments: Other 18 year olds have no support system; if units are single living space

4. Waiting List Preference:

The FHRA shall select a percentage from each applicant preference point group. Suggested percentages are: (which may be adjusted based upon applicant numbers.)

- 30% More than Two Preference Points
- 30% Two Preference Points
- 30% One Preference Point
- 10% Non-Preference

<u>13</u> I Support

<u>1</u> I Do Not Support

Comments: as long as preference points are reviewed and updated – percentages could change; Great Change!

Other

Ms. Elliott informed the Board members that a Public Hearing will be held at the FHRA Board meeting on October 12th for final approval of the 5 Year Annual Plan.

Ms. Elliott asked the members to consider a different mission statement for the FHRA, which will be discussed at a future Board meeting.

A \$10.00 stipend was passed out to the residents in attendance of the Board meeting.

Adjourn

There being no further business to come before the Board, the meeting was adjourned at 1:30 p.m. The next meeting will be announced at a later date.

Ron Hanson, Chairman

Jill Elliott, Deputy Director

Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2011-2015

A. Mission

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

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

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

	PHA C Object	Goal: Expand the supply of assisted housing ives: Apply for additional rental vouchers: Money Follows Person Program 100 Units in 2011 VASH and Shelter Plus Care
	\boxtimes	Reduce public housing vacancies:
		Leverage private or other public funds to create additional housing opportunities: Acquire or build units or developments
		*Crossroads 2011, 80 Units
		*Proposed Youth Facility
		*Mixed Finance Rehab – Lashkowitz High Rise
		*Senior Facility, 60-80 Units, Land Purchased in Urban Plains Development
		Other (list below)
\bowtie	PHA (Object	Goal: Improve the quality of assisted housing ives:
	\boxtimes	Improve public housing management:
	\boxtimes	Improve voucher management:
	\bowtie	Increase customer satisfaction:
		*RAB
		*ROSS Programming
		*Safety *Create Public Housing Liveble Communities
	\boxtimes	*Create Public Housing Livable Communities Concentrate on efforts to improve specific management functions:
		(list; e.g., public housing finance; voucher unit inspections)
		*Unit Turn Around Time
	\boxtimes	Renovate or modernize public housing units: 14-1, 14-2, 14-3, 14-4, 14-5, 14-6 14-7

- Demolish or dispose of obsolete public housing: 14-1 (2011-2013)
- \boxtimes Provide replacement public housing: 14-1 / Relocation / 200 Vouchers
 - Provide replacement vouchers: 14-1 / 48 Units
 - Other: (list below)
- \square PHA Goal: Increase assisted housing choices

Objectives:

- \boxtimes Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards 100% - 105%
- Implement voucher homeownership program: Done
- Implement public housing or other homeownership programs: Done
- Implement public housing site-based waiting lists: Done
- Convert public housing to vouchers: 14-1
- Other: (list below)

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

\boxtimes	PHA	Goal: Provide an improved living environment
	Objec	ctives:
		Implement measures to deconcentrate poverty by bringing higher income public
		housing households into lower income developments: Mixed finance developments
	\boxtimes	Implement measures to promote income mixing in public housing by assuring
		access for lower income families into higher income developments: Mixed finance
		developments
	\boxtimes	Implement public housing security improvements:
		Designate developments or buildings for particular resident groups (elderly,
		persons with disabilities) Done

Other: (list below)

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

 \square PHA Goal: Promote self-sufficiency and asset development of assisted households **Objectives:**

- \boxtimes Increase the number and percentage of employed persons in assisted families:
- \boxtimes Provide or attract supportive services to improve assistance recipients' employability:
- \square Provide or attract supportive services to increase independence for the elderly or families with disabilities.

 \boxtimes Other: (list below) Continue Self Sufficiency Center programs, Clothing N' Connections, Entrepreneurship for Single Parents and Minorities, Mentoring, GED, ESL, ROSS Service Coordinators, Family Self-Sufficiency Coordinator, Computer Labs, Youth Programming, Wellness Activities

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

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

Other: (list below)

Progress Report 10/01/2010 Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2006-2010

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 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

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

\square	PHA (Goal: Expand the supply of assisted housing
	Object	ives:
	\square	Apply for additional rental vouchers: Applied and Received
		*70 VASH (Veterans) Vouchers
		*20 Continuum of Care Bonus Funds Shelter Plus Care Certificates
		*38 Housing Choice Vouchers from 3 NDHFA Mod Rehab Opt Outs
		*Applied for 100 "Money Follows the Person" Vouchers. – Not Awarded Yet
	\square	Reduce public housing vacancies:
		PH Vacancies finished at 2.26% for 2009
	\boxtimes	Leverage private or other public funds to create additional housing opportunities:
		& Acquire or build units or developments
		Partner with Beyond Shelter, Inc. to build and manage the following
		developments:
		*Sunrise Building: 42 Units Elderly/Near Elderly
		*Cooper Supportive Housing: 42 Units
		*Bluestem Townhomes and Homes: 70 Family Units
		Other (list below)
\boxtimes	ΡΗΔ (Goal: Improve the quality of assisted housing
	Object	
		Improve public housing management: (PHAS score)
	H	Improve voucher management: (SEMAP score)
	П	Increase customer satisfaction:
	\square	Concentrate on efforts to improve specific management functions:
		(list; e.g., public housing finance; voucher unit inspections)
		Efforts included training in Asset Management – 5 Staff; HQS Certification
		- 5 Staff; Utilized a third party (Janine Haug, past HUD rep) to review
		PH/Sec. 8 files for Quality Control; Utilized US Inspections to inspect all PH
		units.

		Renovate or modernize public housing units: *All Amps were modernized with Capital Funds *Received 3 ARRA Grants: New Horizons Manor; 14-3; 14-4/14-5/14-7 Fargo Housing & Redevelopment Authority's Capital Fund Five Year Action Plan's goal is to make substantial improvements established in the 2006 Capital Needs Assessment detailing needs for an overall period of 15 years. Items renovated involved architectural, energy savings, electrical, HVAC, mechanical replacement(s), Section 504 compliance and security equipment improvements.
	\bowtie	Demolish or dispose of obsolete public housing & Provide replacement public housing:
		Continued to secure funds to dispo Lashkowitz High Rise. Tax Credit/NDHFA/City of Fargo Funds/Federal Home Loan Bank/Federal "Earmarked" Funds through Senator Dorgan/Constructed 4 "Model" units/Rehabbed 5 units by demoing and creating 4 units which increased size and livability/A blend of tax credit units/PH vouchers and replacement vouchers for the 44 units demoed.
	\square	Provide replacement vouchers:
		Other: (list below)
\boxtimes	PHA C Object	Goal: Increase assisted housing choices ives:
		Provide voucher mobility counseling:
		Conduct outreach efforts to potential voucher landlords
	\square	Increase voucher payment standards Implement voucher homeownership program:
		Implemented HCV Homeownership with 10 approved slots. Increased to twelve
		units by RAB/FHRA Board. Filled within first year. Approximately 40 families
		waiting for HCV Homeownership in the FSS program.
	\boxtimes	Implement public housing or other homeownership programs:
		The 5h PH Homeownership program has sold 39 units in the Madison area which was our most densely populated. One side of a duplex is still for sale.
	\square	Implement public housing site-based waiting lists:
		Implemented PH site-based waiting lists.
		Convert public housing to vouchers:
		Other: (list below)
HUDS	Strateg	ic Goal: Improve community quality of life and economic vitality
	-	Goal: Provide an improved living environment
	Object	
	\bowtie	Implement measures to deconcentrate poverty by bringing higher income public
		housing households into lower income developments:

Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

Implemented deconcentration measures in 14-7 which was our highest income property. It is now our lowest income property.

Implement public housing security improvements:

Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

Pioneer Manor was designated as an "Elderly" only project. New Horizons has always been a wheelchair accessible building with preference points for qualified persons.

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households Objectives:
 - ☑ Increase the number and percentage of employed persons in assisted families: Secured 3 ROSS Coordinators to work with our families to secure employment; FHRA gives preference to hiring HRA residents. Resident Seasonal employees and part-time Resident employees numbered over 35 in the last 5 years. A painters training and CNA training program was started. Two residents were hired as painters for the FHRA. ROSS "Imagine, Reach and Become" program implemented.
 - Provide or attract supportive services to improve assistance recipients' employability:

Voc Rehab Training on Site, Computer Lab, Clothing N' Connections, Progressive Office Experience

Provide or attract supportive services to increase independence for the elderly or families with disabilities.

ROSS "Meals N' Wheels" program provided a coordinator, weekend meals, wheelchair accessible van and wellness activities.

Other: (list below) Continue Self Sufficiency Center programs, Clothing N' Connections, Entrepreneurship for Single Parents and Minorities, Mentoring. Programs added: ROSS Computer Lab and Children's Programs

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

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

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

Developed and implemented Language Assistance Plan (LAP) with approximately 50 languages spoken in Fargo. English as a second language classes are offered on-site. Translated some HUD/FHRA forms in several languages – Bosnian/Arabic. FHRA pays for verbal language interpreters or sign interpreters when requested. Started Charism Youth Programming for New American children to assist with assimilation. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: Completed 504 transition plan/have 105 totally wheelchair accessible units out of 579. We will be adding 20-40 wheelchair accessible units at Lashkowitz High Rise during rehab. Put automatic apartment door openers at New Horizons. Housed the Handi Wheels Van program at New Horizons Manor. Secured a wheelchair accessible van through ROSS funds and utilize it for tenant activities.

FINANCIAL RESOURCES - Tenant Based Assistance

YEAR 2010]	Voucher	SPC	CSPC	CSPC II	VASH	Mod Rehab Opt Out	TOTAL
HAP Disbursement (Housing Assistance)	est.	4,408,656	222,388	61,203	32,339	214,776	96,614	5,035,976
AF Disbursement (Administrative Fes)	est.	744,555	16,255	3,939	2,451			767,200
FSS Revenue	est.	55,126						55,126
Other Income	est.	87,270				244		87,514
TOTAL	-	5,295,607	238,643	65,142	34,790	215,020	96,614	5,945,816

2010 Budgets

5,229,505

5,229,505

FINANCIAL RESOURCES - Public Housing

YEAR 2010		AMP1 14-1	AMP2 14-2	AMP3 14-3	AMP4 14-4 / 5 / 7	AMP5 14-6	ALL AMP's	TOTAL
SUBSIDY	actual	581,128	176,285	241,946	286,910	106,500		1,392,769
Tenant Rents	est.	568,792	315,874	270,169	195,047	109,426		1,459,308
Other Income	est.	60,423	90,223	17,902	19,027	7,138		194,713
тот	AL	1,210,343	582,382	530,017	500,985	223,064	0	3,046,790
2010 Budg	ets	1,204,832	582,703	456,768	311,443	201,246		2,756,992

Capital Grants		AMP1 14-1	AMP2 14-2	AMP3 14-3	AMP4 14-4 / 5 / 7	AMP5 14-6	ALL AMP's	TOTAL
2009 Cap Funds	actual						911,211	911,211
Competitive 209 Competitive 309 Competitive 409	actual actual actual		218,137	330,946	408,833			218,137 330,946 408,833
τοτΑ	AL .	0	218,137	330,946	408,833	0	911,211	1,869,127

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US Department of Housing and Urban Development	Component Name:	0	Evaluation Tools	7	Accountability		A. Tools for Measurement	Plans	Mgt. Info. System-manual			B. Where Data Maintained	Individual case records	Agency database	School			C. Source of Data	Progress reports	Business licenses	Employment records	GED certification/diploma		D. Frequency of Collection	Quarterly	Upon incident				E. Processing of Data	Manual tallies	Statistical database	Computer spreadsheets						
US Department of H OMR Ammorel 2			Pre Post	6	Measure	Persons	10 5	Persons	1 7 Businesses	1 1	Persons	10 2	Persons	10 5	Persons	4 2	Persons	3 2	¥N/¥		#N/A		¥N/¥		#N/A		V/N#		Dollars	4 3	ersons	12 27	Homes	3 3	#N/A	#N/A	#N/A		
Deriod (Semiannual		End Date: 6/30/2010	Outcome	5	Impact	Employment obtained by residents		Employment obtained by residents	Distance concernition Other Distance		Employment obtained by residents		Employment obtained by residents		Employment obtained by residents		Employment obtained by residents												Bank accounts with positive savings – Dollars		Credit counseling completed		Homes purchased through partner	homeownership opportunities					
	Start Date:	End Date:	Pra Post	4	Measure	Persons	30 13	Persons	1 7	5 4	Persons	45 8	Persons	30 5	ersone	12 13	Persons	30 40	#N/A		#N/A		W/A		#N/A		#N/A		Persons	12 3	Persons	12 27	Homes	4 2	#N/A	A/N#	1 #N/A		
Applicant Name: Jo Housing and Redevelopment Authority	Year 2	ROSS-Family & Homeownership	Service or Activities/Output	3	Programming	Training Opportunities - Other	1	Training Opportunities-Section 3			Adult computer classes - Completed		Job training classes - Completed		Life skills class – Completed		Employment readiness class-soft skills -	Completed											Bank accounts established		Credit counseling		Housing units identified for purchase by ROSS	residents					
Applicant Name:	TERM:	HUD Program	Å	2	Planning	There is a need for	members of families	residing in public and Indian housing to	receive training in	financial management and life skills training.	>																		Residents lack the	Knowledge unat would	market rate rental	housing and/or	purchase a home.			 		-11	1
	1.4.58		HUD Policy Goals Priorit	1	Policy	F1 A		C2 D	C3	74																			-		C2 B6	D 10	F2 F1						

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US Department of Housing and Urban Development OMB Approval 2535-0114 exp. 09/30/2007 Component Name:		Evaluation Tools		Accountability		Î-I						1		13		51	15		8		 		1		 	- 1 -	 1	 	
US Department of OMB Approval		Pre Post	9	Measure	#N/A		¥N/#	₽/N#	 #N/#	44N1/A		A'N#	Persons		Persons		20 1	Persons		#N/A	V/N#	HN/A		∀/N#	A/N#	#N/A	#N/A	 A/N#	_
Semiannual 1/1/2010	End Date: 6/30/2010	Outcome	5	Impact									Functional literacy increased		GPA for children improved by .50 or more		Functional literacy increased	GED obtained											
Sta	End Date	Pre Post	4	Measure	#N/A		A//#	HNA #N/A	#N/A		HNH	V/N#	ersons	20 13	Persons	-	Persons 20 15	Persons	10 8	¥/N#	#N/A	#NI/A		#N/A	A/N#	#N//A	#N/A	 A/N#	
Applicant Name: Jo Housing and Redevelopment Authority Project Name: Imagine,Reach and Become Program TERM: Year 2	ROSS-Family & Homeownership		3	Programming			•						Summer programs for youth offered		in reaching their Completed	Poli classes Comelated		GED program- Completed											
Applicant Name: Project Name: TERM:	HUD Program	ā	2	Planning									Children and teens in	Public and Indian	in reaching their	educational potential	which may be advanced from	tutoring, mentoring or	other school support										
anti) Policy s Priorit	1	Policy									$ \rightarrow$	B5	_														
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US Department of Housing and Urban Development	OMB Approval 2535-0114 exp. 09/30/2007	Component Name:		sioo14h01	7	Accountability		A. Tools for Measurement	Intake log	Database	Questionnaire	Program specific form(s)		B. Where Data Maintained	Individual case records	Training center	Agency database	Specialized database		C. Source of Data	Counseling reports	Employment records	Progress reports	Referrals		D. Frequency of Collection	Daily	Monthly	Biannually		E. Processing of Data	Manual tallies						
US Department of	UMB Approval			Pre Post	9	Measure	Persons	85 24	Persons	170 95	Persons	15 39	Brson	300 25	ersor	60 221	Persons	100 28	Persons	50 24	Persons	50 34	Persons	392 462	Persons	10 0	#N/A		#N/A	A/N#		#N/A	V/N#	 #N/A		#N/A	#N/A	
	ual	1/1/2010	6/30/2010	Outcome	ۍ ا	Impact	Improved living conditions/quality of life		Improved living conditions/quality of life		Live independently/age in place and avoid long	term care placement	Improved living conditions/quality of life		Live independently/age in place and avoid long	term care placement	Live independently/age in place and avoid long	term care placement	Improved living conditions/quality of life		Improved living conditions/quality of life		Live independently/age in place and avoid long	term care placement	Employment opportunities-Other Persons													
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Fargo Ho		Year 2	ROSS-Elderly/Disabilities	Service or Activities/Output	m	Programming	Case management-on-going		Congregate meals provided		Individual meals services		I ransportation services		Wellness programs offered by grantee	collipied in-tiouse	Medical services referrals		Financial literacy, computer training, job	training, classes etc - Completed	Mental health referrals		Outreach to Elderly/Persons with Disabilities		GED program – Enrolled													
	Project Name:	I EKM:	HUD Program	Problem, Need, Situation	2	Planning	There is a need for	supportive services to	enable disabled and alderiv residents to		/ and/or	age in place.																										
				HUD Policy Goals Priorit	1	Policy	C3 B6	D3 B7	F3 D						•									1														



Trainee Hand Book

Joy Kipp,LSW, Program Manager Pioneer Manor 201 11th St N Fargo, ND 58102 Phone (701)-237-6355; Fax (701)-237-6553

JoyK@702com.net

www.selfsufficiencycenter.org

Self-Sufficiency Center

OUR MISSION

The Mission of Self-Sufficiency Center is to: Prepare and empower individuals to become economically self-sufficient

Self-Sufficiency Center Programs

Self-Sufficiency Center is a local organization consisting of five programs that assist individuals in becoming self-sufficient. It is in sponsorship with Fargo Housing & Redevelopment Authority.

Career Essentials: "Imagine, Reach & Become" Program

Fargo Housing Authority's (FHRA), Self-Sufficiency Center is proud to announce a new pilot program targeted to reach FHRA and local public housing (ph) residents. "Imagine, Reach & Become" provides life-coaching concepts along with soft and hard skill training. Through the process of life coaching, clients deepen their learning, improve their performance, and enhance their quality of life. Imagine, Reach & Become will hold consecutive classes each month that build upon each other. Residents will also receive incentive tools to bring hope for a brighter future, which will include in-kind awards provided by community companies for completing specific goal tasks. A public housing resident's honors ceremony will be given each year for those that have successfully accomplished any of the three stages to "Imagine" their potential, "Reach" for the tools and training needed to step-up to "Become" the person they have always envisioned themselves to be.

Clothing & Connections

Clothing & Connections began in February 1999. This program assists men and women in making a successful transition into the workforce by providing free professional career clothing. Clothing & Connections has three services available:

Individual Dressings: Clients referred by a human service agency may receive free professional career clothing, accessories, undergarments, shoes, etc. Clients will also receive referrals for a free hair cut and make-up, as well as a return certificate to obtain more clothing.

1st **Impressions:** This is a two day workshop geared toward helping clients be successful in finding and keeping a job. Topics such as career preparation, interviewing, office skills, etc. are covered in the workshop. Workshop participants also receive free clothing.

Surplus Giveaway: This event is held approximately every three months. Non-career clothing and surplus clothing is made available for the Surplus Giveaway. Clients referred by a human service agency have access to unlimited clothing free of charge. Open to the public on a non-discriminatory basis.

Entrepreneurship for Single Parents & Minorities (ESPM)

ESPM began in 1992 and offers a seminar style class that provides participants with the knowledge and encouragement they need to start and run their own business. Classes are offer twice a year in the fall and spring, and run for 5 days. Each session covers a specific business topic, ranging from marketing to financing. The sessions are taught by local business leaders, entrepreneurs, educators, and economic development service providers who volunteer their time to speak about their particular area of expertise.

What sets this program apart from similar models is it's recognition of the nonbusiness related factors that may hinder an entrepreneur's success. Motivational presentations, which focus on empowerment, networking, business etiquette, and dressing for success, provide the tools needed for becoming a successful entrepreneur.

Family Self-Sufficiency (FSS)

FSS is about making goals for you and/or your family. It is about making plans to reach these goals. It is about saving money. It's about homeownership. You may be eligible if you are a client of the Fargo Housing & Redevelopment Authority and are on the Section-8 Voucher program.

Progressive Office Experience (POE)

Progressive Office Experience (POE) Program provides training and updating of personal and technological skills necessary for employability and/or advancement in today's job market. The program helps participants realize their full potential by providing personalized learning and practice experience in a safe environment of acceptance and encouragement. POE serves low-income adults, many of who fall through the cracks of other programs. Senior citizens seeking to supplement their incomes quickly learn the basics of computer operation because they are encouraged to repeat a step as often as they feel needed to experience the success of competence.

The use of adult learning techniques is central to the program as they are easily adapted to conform to an individual's learning processes. POE provides learn-at-yourown-pace computer learning via The Microsoft Office Learn 2 computer tutor programs. One-to-one assistance is provided to clarify clients' questions and technical difficulties. Upon entering the POE program, participants' computer literacy ranges from those who have never turned on a computer to those who are proficient in various aspects of computer operation. The latter make greater use of the policy of putting into practical application using their updated skills.

An important component of the motivational training program is using newly learned skills for official agency or personal use. The hands-on and practical work experience of writing a letter, designing a brochure, or creating a resume, reinforces computer skills while instilling a sense of confidence in their abilities and enhancing their marketability. Clients' learn teamwork and assume a professional demeanor while learning office etiquette, how to answer telephone; operate office equipment, and proper filing procedures.



Check condition of walking surfaces and steps upon entering and exiting the job site to avoid slips and trips.

Keep electric and phone cords up and out of normal walkways to avoid tripping and falling.

Sit squarely on chairs—hold on to chairs on rollers as you sit – move them back out of the way when arising to avoid tripping over the legs.

Keep desk and file drawers closed to avoid striking against them – open top file drawers one at a time – the cabinet could tip over.

Do not clean, adjust or pick up office equipment or fans while they are running.

Do not stand on desks or chairs – ask for help to reach things in high places.

Keep sharp items separated from other items stored in desk drawers.

Report poorly lighted work areas.

***Do not** lift heavy items – especially at arms length – **do not** move furniture on your own– get another person to assist you.

Have a place for everything and have everything in its place.

Out of respect for yourself and others in the work environment please follow the rules below:

Office House Rules

*Applies to all that work/volunteer and/or are in training:

- 1. Please come <u>freshly showered</u> and with hair washed everyday as if you are going to a professional office job.
- 2. Please wear <u>clean</u> clothes especially if you smoke. Due to the small office space the smell of tobacco and body odor permeates the office making it unpleasant to work in.
- 3. If you are <u>sick and have a fever</u>, you must call in sick. If more than 24 hours you must have a physicians note for an excuse.
- 4. Please be kind and <u>use the Kleenex</u> available in every station if you have a cough or cold and your nose is running.
- 5. You must <u>wipe down your station</u> (including the mouse, keyboard (while computer is off) and your desk space) with the disinfectant wipes available at the phone station.

*These rules will keep our office and occupants happy and in good health!

Thank You!

Management

The mission of the Self-Sufficiency Center is to "Prepare and empower individuals to become economically self-sufficient". One of the most effective methods of teaching is modeling successful behavior. Because of this, we dress as we teach others to dress for interviews and office jobs. Our clothing room is available to all employees and volunteers. Please make an appointment to be dressed.

The following guidelines apply to all employees, volunteers and trainees.

Everyday-mandatory

- ✓ Women-neatly combed hair, and a moderate amount of make-up.
- ✓ Men-clean-shaven or neatly trimmed facial hair, neatly combed hair.
- ✓ <u>Due to the number of people with allergies</u>, no one may wear perfume, cologne, strong scented lotions or soaps.
- \checkmark Tattoos must be covered.
- \checkmark Earrings may be worn only in ears.

Daily Dress: When we are not conducting a seminar, "Business Casual" is acceptable.

Business Casual:

- \checkmark Nice shirt or blouse (polo or dressy t-shirt is OK),
- \checkmark Slacks, khakis or skirt (or dress)
- \checkmark Casual shoes (loafers etc.)
- ✓ Small amount of jewelry (1-2 rings, watch, anklets, bracelet
- \checkmark Earrings and pin or necklace)
- ✓ Optional: Sweater or jacket
- ✓ No blue jeans, tennis shoes or t-shirt with writing

Fridays: If there is no workshop, you may wear casual dress. Casual Dress

- ✓ Everyone may wear: blue jeans, tennis shoes, t-shirts or sweatshirts.
- \checkmark Each is expected to have a neat, business-like appearance.

Summer: During the summer we are even more relaxed if no seminar is being held.

Very Casual Dress

✓ Nice Capri's and sleeveless shirts are acceptable for women for casual dress.

Dress Code (Continued)

NOTE:

All clothing must be clean and in good condition. No ragged edges or stains. NO offensive or questionable words or sayings (example: references to sex, drugs, alcohol or off-color humor). No sweat pants except on heavy workdays when you will not be in contact with clients. (See heavy workdays below.)

✓ For those dressing clients or doing office simulation(Working in the office): When dressing:

Business Dress or Business Casual

When sorting clothes or doing seasonal changes outs: Business Casual or Casual Dress

 ✓ Heavy workdays (steaming and cleaning): Wear casual clothes to work.

NOTE: If you have extenuating circumstances that might interfere with your following these guidelines, please discuss them with the program manager or assistant program manager.

Office Ergonomic Guidelines

Before you begin your computer work check the following to make sure they are as good a "fit" as possible.

Chair:

Adjust the height on the seat so that the front of your knees is level or slightly below hips-feet are firmly on the ground.

Seat should be at least 1 inch wider than your hip. The seat should not be too ong for your legs. The back rest needs to support your lumbar curve.

Work Surface:

Make sure surface is clutter free and Keyboard and mouse are on a firm suface.

Keyboard Tray:

The ideal typing posture is having the keyboard gently sloped away from the body, key tabs are accessible to your hands in a neutral posture.

Monitor Height:

Place your monitor directly in front of you and facing you, not angled to the side.

Document Holder:

Vertical eye movement is best.

Next: Check your Body Posture and Hand Positions:

It is extremely important to encourage and develop good keyboarding habits right from the start.

Body Posture:

- Spine straight, against back of chair, leaning slightly forward from the waist.
- ✤ Body centered in front of keyboard (directly in front of "J" key).
- Sitting a comfortable distance from keyboard (a hand span is suggested).
- Both feet on the floor (if possible), slightly apart for body balance.

Arm and Hand Position:

- ✤ Arms relaxed; elbows hanging naturally, resting at side.
- Forearms nearly parallel with slope of keyboard.
- Fingers curved and upright, resting fingertips lightly on keys.
- ✤ Hands close enough together to "lock" thumbs.
- ✤ Hands and wrists "quiet," almost motionless.
- ♦ Wrists low, but palms of hands not resting on the keyboard.
- Strike the key with a quick, snappy stroke.

Do not hurry – do quality work – and do it safely.

*See guidelines for proper lifting below: If you have any medical restrictions be sure to let your supervisor know <u>before</u> you do any lifting.

When holding, lifting or carrying items:

- Before lifting boxes and cases, check the weight so you can prepare to lift properly.
- > Turn the body as a unit to avoid twisting at the waist.
- ➢ Keep the item close to your body.
- > Keep your back straight.
- ▶ Use your leg muscles to do the lifting.
- ▶ Lift smoothly without jerking.
- Get close to where you want to set the item down.




Appropriate Office Humor:

Occasionally the need for a discussion of appropriate humor comes up so we hope this little piece found in the "Keeping In Touch" newsletter published by The Village Employee Assistance Program will help you decide if your "joke" is appropriate or not.

"What is appropriate humor?"

"You can choose your style of humor, but be aware that some choices aren't appropriate for the workplace. Business humor cant' be rude, crude, physically dangerous or counterproductive. It should be positive, well-time and tied to the task at hand."

E-mail Etiquette is another issue that we need to spend some time with. Please read the following:

E-mail Etiquette for the Office found in the Forum jobs HQ on 06/03/07

"Since humans communicate a huge amount of information non-verbally, using sarcasm or 'humor' in an e-mail, can be easily misinterpreted," says Chad Ness, director of technology and facilities for The Art Institutes International Minnesota. "A good rule of thumb," says Ness, "is don't say in an e-mail what you wouldn't say to someone in person." "Absolutely avoid anything offensive, racist, libelous, or defamatory," urges Ness. It may seem obvious, but the courts are full of case histories of companies that have paid out huge penalties because of one person's thoughtless moment.

Ness has a few easy guidelines for keeping business e-mails the professional, courteous and time-saving tool they are intended to be. Starting with the basics, when should you send an e-mail? "Generally, you'll want to send an e-mail when you want to communicate information to large numbers of people, you want a written record of communications or you can't reach someone on the phone and don't want to tie-up a voice mail machine with a long message," he says. On the flip side, Ness says you should avoid e-mail when you need an immediate reply, the conversation will require a lot of back and forth, or the conversation should be kept private. Other does have and don't have for e-mail in the corporate world include:

- Use a good subject line. Make sure it contains clear information about what you are communicating.
- Make your e-mails as short and to the point as possible. Many people these days receive upwards of 100 e-mails a day and don't really want to spend a lot of time reading unnecessary details. If you need to, use bullets.
- Be sure to reply to an e-mail as soon as possible. In this day and age, 24 hours (or one business day, for work e-mails) is the longest any e-mail should sit.
- Avoid forwarding other people's discussion or attachments, without their specific permission; problems can occur when something was written for one person's eyes, and was mistakenly or ignorantly sent to someone else who took offense from it.
- E-mail is generally not a secure medium, so company confidential information should generally not be sent over the internet.

Last but not least, a few miscellaneous, annoying e-mail habits you'll want to rid yourself of soon:

- Typing in all capitals—This is considered shouting in the world of e-mail.
- Read receipts on all your e-mails—Save this feature for when there's an important internal communication that must get to everyone.
- Unnecessarily pointing out the importance of your e-mail with "URGENT!!!" in the subject line, unless it really is extremely important. Generally, the recipient should think your email to them is important simply because you took the time to write it.

The "Ten Commandments" of Confidentiality

- 1. All Personal Information is Confidential.
- 2. Confidential information can't be shared with family/friends.
- 3. Gossiping with <u>anyone</u> regarding confidential information is unethical.
- 4. No public discussion or identification of confidential information.
- 5. Confidentiality restrictions apply even after you've left the . organization.
- 6. Regularly <u>consult</u> your supervisor/colleagues regarding confidentiality questions.
- 7. Use the appropriate disclaimer especially when using email.
- 8. Informed consent should be in writing whenever possible (document everything!).
- 9. Know the confidentiality laws and policies that govern your work.
- 10. When in doubt don't! If there is any question as to whether you should share information do not!

Disciplinary Action (Client Copy)

Can you fire a trainee? Only Self-Sufficiency Center, as the employer of record can terminate a participant from the program. You do have the right to refuse to allow a participant on a worksite.

We ask that you follow a set of procedures to help us assure that the trainee involved has every opportunity to learn good work habits in this program. We inform the trainee that the following situations can lead to disciplinary action or even being fired:

1. Being continually late or not showing up for work or academic enrichment;

2. Reporting to work under the influence of alcohol or drugs;

3. Refusal to follow the supervisor's work directions;

4. Fighting or assaulting a fellow employee or supervisor, threatening or intimidating your supervisor or fellow workers;

5. Theft, destruction, defacing property with graffiti, or acting careless or reckless with worksite equipment or with fellow worker's property;

6. Falsifying or changing your sign-in sheet

7. Ignoring or disobeying safety rules;

8. Participating in any form of harassment.

As supervisors we want to keep in mind that many of our participants lack experience and good work habits. These are skills that are learned. Some trainees have not had positive role models in their lives to learn these basic work habits. In our program, and for future benefits to these trainees, it would serve no good to terminate a trainee before she/he had been given an adequate opportunity to acquire good work habits. The procedures we follow in this program are designed to reinforce proper work behaviors. First of all, trainees need to understand the workplace rules and expectations. Most people will only need to learn to be reminded of your expectations.

1. Verbal Warning: Initial step in disciplinary procedure, which identifies the inappropriate behavior and suggest appropriate corrective actions to follow. Trainees need to know what behavior is not acceptable and what behaviors are expected of them. Contact the staff person to document the verbal warning in the trainee's file.

2. Written Warning: The staff person should be made aware of the need for this warning; and will meet with you and the trainee to determine if extraneous factors are affecting the trainee's performance and to seek elimination of those factors. The staff person will write the warning, which will be signed by you and the trainee. The warning informs the trainee of the specific program behavior, specific actions needed to demonstrate acceptable behavior, the period of correction time and the consequences for failure to correct the problem

A copy of the written warning will be placed in the trainee's file. The staff person will follow-up at the end of the designated time.

3. **Termination:** If the inappropriate behavior and/or performance are not c corrected within the specific period of time (as cited on the written warning), the trainee will be transferred or terminated as appropriate by the Self-Sufficiency Center. Such an action is considered to be extreme and will not be used unless all other options have been exhausted. If this is the situation, the Program Manager will investigate the situation and make a determination within 3 working days. The trainee will be reminded of his/her right to file a complaint if, in his/her judgment, the termination decision was made in error or did not comply with regulations or operational procedures, or was discriminatory.

I have read and understand the Self-Sufficiency Center Confidentiality agreement. I understand its stipulations and expectations. I understand that any action contrary to any part of these expectations is grounds for termination from my role as a Self-Sufficiency Center volunteer.

Signature of Volunteer	Date
Signature Joy Kipp, LSW, Program Manager	Date
Joy Kipp, LS W, Hograin Manager	Date

Please sign both copies. One copy is for your records. This agreement may be cancelled in writing at any time at the discretion of either party.

VOLUNTEER AGREEMENT

(Client Copy)

As a volunteer for the Self-Sufficiency Center, I agree to:

- Treat all persons with respect
- Maintain a professional attitude with clients, other volunteers, and staff
- Communicate with the Volunteer Coordinator if I have questions or need clarification
- Inform the Volunteer Coordinator before shift begins if I will be late or absent
- Read and understand the volunteer guidelines, policies, and procedures
- Follow my job description
- No Drinking or Drugs

My rights are as follows:

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- Safe Working Conditions: The Self-Sufficiency Center is vitally concerned with the health and safety of its volunteers. We expect each volunteer to function in a hazardous free environment. In addition, volunteers will be instructed about the importance of safety if necessary.
- Equal Employment Opportunity (EEO): The law states that no volunteer will be discriminated against because of race, religion, color, political party, national origin, gender, age, marital status, sexual orientation, public assistance, or disability.
- Confidentiality Practices: Information about individuals who serve as volunteers or interns in our program are private and only released with the consent of the individual.
- Harassment Free Workplace: The Program Manager is responsible to prevent verbal or physical misconduct on the worksite, which would interfere with work performance by creating an intimidating, offensive, or hostile environment for any volunteer or intern. This includes sexual harassment.
- Complaint Process: This process is available to anyone who feels that his or her rights have been violated. Volunteers or interns who wish to make a complaint should first discuss the problem with their supervisor. If the problem persists, they should contact the program manager.

As an organization, the Self-Sufficiency Center agrees to:

- Create a positive and encouraging atmosphere for volunteers.
- Provide clean information for volunteers.
- Be available for volunteers to ask questions or discuss concerns.
- Provide training on as needed basis.

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I have received and read the Self-Sufficiency Center Volunteer Handbook. I understand the expectations outlined above. I also understand my rights as a volunteer or intern. I understand and agree that any action on my part that is contrary to any portion of these expectations is grounds for my suspension or termination of my volunteer role with the Self-Sufficiency Center.

Signature of Volunteer

Date

Signature Joy Kipp, LSW, Program Manager

Date

Please sign both copies. One copy is for your records. This agreement may be cancelled in writing at any time at the discretion of either party.

ARGO HOUSING & REDEVELOPMENT AUTHORITY

P.O. BOX 430 • FARGO, ND 58107 • (701) 293-6262 • FAX (701) 293-6269

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COMMUNITY SERVICE REQUIREMENT

As of January 1, 2001, public housing tenants will be expected to complete 8 hours of community service each month with the following exemptions:

- 1. Adults who are 62 years of age or older
- 2. Person's with disabilities unable to comply with the community service requirement
- 3. Persons engaged in work activities
- 4. Persons participating in Welfare to Work programs
- 5. Persons receiving assistance from and in compliance with a State program funded under Part A Title IV of the Social Security Act

The FHRA will verify an adult's exemption status annually at annual reviews or if family circumstances change. Verifications accepted for exemptions include, but are not limited to

- 1. Verification of employment
- 2. High school, college, tech school, ESL, adult education, or other class registration
- 3. Training, education, employment, management (TEEM) participation verification
- 4. Entrepreneurship for Single Parents and Minorities program participation
- 5. Disability that precludes community service

Possible ways to accrue community service hours include, but are not limited to: Neighborhood watches, safe houses, headstart, churches, daycares, Charism Center, schools, Clearing Bureau, and the United Way. If you have questions whether or not a certain activity would qualify, please call the office.

More information regarding community service will be available at your next annual review. If you are currently doing some volunteer work, keep track of the dates, hours, type of work done, name of agency or individual, and have an authorized person sign and put their phone number on it and send it in to be put in your file or bring it to your next annual review.

Failure to comply with the community service requirement may result in the eviction of the entire family.



COMMUNITY SERVICE VERIFICATION

·

DATE

TENANT NAME_

VOLUNTEER NAME

NAME OF AGENCY/INDIVIDUAL RECEIVING SERVICES_____

DESCRIPTION OF VOLUNTEER WORK_____

DATES AND HOURS WORKED_____

I VERIFY THAT THE INDIVIDUAL NAMED ABOVE HAS COMPLETED THE ABOVE LISTED VOLUNTEER SERVICES.

AUTHORIZED SIGNATURE/TITLE/PHONE NUMBER

DATE

TENANT SIGNATURE

DATE

PROGRAM MANAGER



COMMUNITY SERVICE EXEMPTION

The Fargo Housing & Redevelopment Authority reserves the rights to exempt persons from the Community Service Requirement when it may cause an undue hardship. An example of this could be non-English speaking persons with preschool age dependents at home, or a person who cares for a disabled family member at home.

Undue Hardship as Approved by FHRA

Signature of Tenant

Signature of Program Manager

Signature of Authorized Rep

Date

Date

Date

LEASE ADDENDUM

NOOMMUNITY SERVICE REQUIREMENT

- 1. Each non-exempt adult (18 years of age or older) public housing resident must volunteer eight (8) hours of community service each month 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, Entrepreneurship for Single Parents and Minorities 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 or self-sufficiency requirements.
 - 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.
- 3. The FHRA shall verify an adult exemption status annually at rent reexamination or if family circumstances change regarding your potential program involvement. Verifications accepted for exemptions include but are not limited to:
 - a. Verification of employment
 - b. High school, college, tech school, English as a Second Language, 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. Failure to sign or continued non-compliance will result in eviction of the entire family unless the non-compliant adult is no longer a part of the household.

IN WITNESS WHEREOF, the parties have executed this lease addendum agreement the

day of _____, 20____, at Fargo, North Dakota.

By my/our signature(s) below, I/we state that I/we have read and understand the above lease addendum and agree to abide by the terms and conditions herein, and that failure to follow the lease provisions will be just and proper cause for termination of the lease.

Tenant

Fargo Housing & Redevelopment Authority FHRA/Landlord

ВҮ:_____

Title: _____

Tenant



COMMUNITY SERVICE EXEMPTION

I AM CURRENTLY EXEMPT FROM THE COMMUNITY SERVICE REQUIREMENT BASED ON THE FOLLOWING.

- _____I AM AN ADULT, 62 YEARS OF AGE OR OLDER
 - ____A DISABILITY EXISTS TO THE EXTENT THAT I CANNOT COMPLY
- AM ENGAGED IN A WORK ACTIVITY AS DEFINED BY SECTION 407(D) OF THE SOCIAL SECURITY ACT
- AM PARTICIPATING IN A WELFARE TO WORK PROGRAM
- AM RECEIVING ASSISTANCE FROM AND IN COMPLIANCE WITH A STATE PROGRAM FUNDED UNDER PART A TITLE IV OF THE SOCIAL SECURITY ACT
- AM PARTICIPATING IN AN EDUCATION COURSE OR SELF-IMPROVEMENT CLASS (SUBSTANCE ABUSE TREATMENT, CREDIT COUNSELING, ETC)

I HAVE PROVIDED THE FOLLOWING VERIFICATION:

- VERIFICATION OF EMPLOYMENT
- HIGH SCHOOL, COLLEGE, TECH SCHOOL, ESL, ADULT EDUCATION, OR OTHER CLASS REGISTRATION
- TRAINING, EDUCATION, EMPLOYMENT, MANAGEMENT (TEEM) PARTICIPATION VERIFICATION
- VERIFICATION OF DISABILITY THAT PRECLUDES COMMUNITY SERVICE
- ENTREPRENEURSHIP FOR SINGLE PARENTS AND MINORITIES PARTICIPATION

SIGNATURE OF TENANT

DATE

SIGNATURE OF AUTHORIZED REP

DATE



REDEVELOPMENT AUTHORITY P.O. Box 430 • Fargo, ND 58107 • (701) 293-6262 • Fax (701) 293-6269 • www.fargohousing.org

Community Services and Self-Sufficiency Requirement Certification For Non-Exempt Individuals Entrance Acknowledgement

Date:

Name:_____

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature:_____

Date of Signature:_____

F:/Admin/publichousingforms/communityservicesrequire.

12/2009



Community Services and Self-Sufficiency Requirement Certification For Non-Exempt Individuals

Annual Review

Date:_____

Name:_____

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I certify that I have complied with this requirement.

Signature:_____

Date of Signature:_____

F:/admin/jpublichousingforoms/communservicesannualrenewal

Civil Rights Certification

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

Civil Rights Certification

Annual Certification and Board Resolution

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

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

Fargo Housing and Redevelopment Authority

ND014

PHA Name

PHA Number/HA Code

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

Name of Authorized Official	Karen Moore	Title	FHRA Board Chairperson
Signature Karenhoch		Date 10/12/2010	



CPAs & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners Fargo Housing and Redevelopment Authority Fargo, North Dakota

We have audited the accompanying financial statements of the Fargo Housing and Redevelopment Authority, as of and for the years ended December 31, 2009 and 2008, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These basic financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fargo Housing and Redevelopment Authority, as of December 31, 2009 and 2008, and changes in financial position and cash flows thereof for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 24, 2010, on our consideration of the Fargo Housing and Redevelopment Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the basic financial statements of the Fargo Housing and Redevelopment Authority, taken as a whole. The accompanying supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and the Financial Data Schedule (FDS) as required by Housing and Urban Development Real Estate Assessment Center (REAC), and is also not a required part of the basic financial statements. The supplementary information, as listed in the table of contents, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The Board of Commissioners information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

& Bailly US

Fargo, North Dakota August 24, 2010

FARGO[®]HOUSING AND REDEVELOPMENT AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS DECEMBER 31, 2009 AND 2008 (With Selected Comparative Information Year Ended December 31, 2008 and 2007)

The following discussion and analysis of the Fargo Housing and Redevelopment Authority (the "Authority") is to provide an introduction to the financial statement for the year ended December 31, 2009 with selected comparative information for the year ended December 31, 2008 and 2007. The discussion has been prepared by Management and should be read in conjunction with the financial statements, notes to financial statements and supplementary information found in the report. This information taken collectively is designed to provide readers with an understanding of the Authority's finances.

FINANCIAL HIGHLIGHTS

- The assets of the Authority exceeded its liabilities at the close of fiscal year 2009 by \$14,777,508 (net assets). Of this amount \$6,877,670 (unrestricted net assets) may be used to meet the Authority's ongoing obligations to citizens and creditors.
- Total capital assets increased by \$1,366,387. This was primarily due from the completion of major capital improvement projects in public housing and the purchase of land for future development of affordable housing.
- The change in net assets was \$1,601,606 for the year ended December 31, 2009. The change in net assets was \$1,178,715 for the year ended December 31, 2008. This is due from the additional capital fund recovery grant that was awarded to the Authority in 2009.
- In 2009, the Authority received federal ARRA (American Recovery & Reinvestment Act) funds for capital improvements to the public housing units. The CF ARRA 2009 improvements included: Replacing 'original' kitchen cabinetry, aged and severely restricted cast iron sewer drain system, and completely remodeling units and updating the laundry room facilities.
- The assets of the Authority exceeded its liabilities at the close of fiscal year 2008 by \$13,175,902 (net assets). Of this amount \$5,564,635 (unrestricted net assets) may be used to meet the Authority's ongoing obligations to citizens and creditors.
- Total capital assets decreased by \$350,490. This was primarily due from normal depreciation of the assets that are owned by the Authority. The Authority began the remodeling of project which accounted for the construction in progress.
- The change in net assets was \$1,178,715 for the year ended December 31, 2008. The change in net assets was \$370,921 for the year ended December 31, 2007. This is due from an increase in the Operating Grant from HUD and a decrease in overall maintenance expense.
- In April 2008, the Authority sold the Graver Annex property. The sales proceeds were used to payoff the two loans associated with this building.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Authoritý is a special purpose governmental entity and accounts for its financial activities as an enterprise fund. The financial statements are prepared on the accrual basis of accounting. Therefore, revenues and recognized when earned and expenses are recognized when incurred. Capital assets are capitalized and depreciated, except for land, over their useful lives. See notes to the financial statements for a summary of the Authority's significant accounting policies and practices.

MANAGEMENT'S DISCUSSION AND ANALYSIS

AUTHORITY ACTIVITY HIGHLIGHTS

Revenue and Expenses

The following is a summary of the results of operations of the Authority for the years ended December 31, 2009, 2008, and 2007:

	2009	2008	2007
Operating revenues Operating expenses	\$ 12,371,271 10,750,186	\$ 11,406,719 10,135,932	\$ 10,143,560 9,680,978
Operating income	1,621,085	1,270,787	462,582
Nonoperating expenses	(19,480)	(92,072)	(91,661)
Change in net assets	1,601,605	1,178,715	370,921
Total net assets, beginning of year	13,175,902	11,997,187	11,626,266
Total net assets, end of year	\$ 14,777,507	\$ 13,175,902	\$ 11,997,187

Housing Units Managed

The following table shows housing units by the Authority for the years ended December 31, 2009, 2008, and 2007:

	2009	2008	2007
Owned by the Authority Units under vouchers	637 1,281	637 1,281	648 1,241
Total housing units managed	1,918	1,918	1,889

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MANAGEMENT'S DISCUSSION AND ANALYSIS

FINANCIAL POSITION

The statement of net assets presents the financial position of the Authority at the end of the fiscal year. The statement includes all assets and liabilities of the Authority. Net assets are the difference between total assets and total liabilities and are an indicator of the current fiscal health of the Authority. The following is a summarized comparison of the Authority's assets, liabilities and net assets at December 31, 2009, 2008, and 2007:

· · ·	2009	2008	2007
ASSETS Current assets Restricted assets Other assets	\$ 4,445,067 959,593 3,312,349	\$ 3,999,297 617,272 3,187,400	\$ 2,992,649 - 3,839,948
Capital assets	8,911,805	7,545,418	7,895,908
Total assets	\$ 17,628,814	\$ 15,349,387	\$ 14,728,505
LIABILITIES AND NET ASSETS			
LIABILITIES			
Current liabilities Long-term liabilities	\$	\$ 343,726 1,829,759	\$ 446,574 2,284,744
Total liabilities	2,851,307	2,173,485	2,731,318
NET ASSETS Invested in capital assets, net of			
related debt	7,064,023	6,993,995	6,754,860
Restricted	959,593	617,272	228,063
Unrestricted	6,753,891	5,564,635	5,014,264
Total net assets	14,777,507	13,175,902	11,997,187
Total liabilities and net assets	\$ 17,628,814	\$ 15,349,387	\$ 14,728,505

Current assets increased in 2009 by approximately \$1,028,000 due to an increase in cash flow (FHA was awarded grant money from the City of Fargo and additional administrative fees were earned on the new capital fund grants) and investment in joint venture. Total liabilities increased by \$654,257 due to receiving January 2010 Voucher HAP (Housing Assistance Payment) grant money from HUD in December 2009.

Current assets increased in 2008 by approximately \$644,400, due to increase in interest on notes receivable, increase cash flow and investment in joint venture. Total liabilities decreased by \$534,268 due to principal payments on notes payable.

CAPITAL ASSETS

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Capital asset is the largest asset reflected on the Authority's statement of net assets. The following is a summary of capital assets owned by the Authority at December 31, 2009, 2008, and 2007:

	2009	2008	2007
Land	\$ 1,225,559	\$ 571,242	\$, 571,242 313,580
Construction in progress Building and improvements Furniture, equipment and machinery	20,461,702 1,876,979	19,238,727 1,866,071	19,194,424 1,794,009
	23,564,240	21,676,040 (14,130,622)	21,873,255 (13,663,767)
Less accumulated depreciation	(14,652,435)		<u>_</u>
Capital assets, net	<u>\$ 8,911,805</u>	\$ 7,545,418	\$ 8,209,488

The increase in capital assets is from the completion of ARRA capital fund improvements.

DEBT ADMINISTRATION

The largest liability of the Authority is made up of (long-term debt) notes payable. The following is a table of outstanding notes payable as of December 31, 2009:

	Amount Issued		Amount Outstanding	
City of Fargo, North Dakota Industrial Development Revenue Bonds (Burrell) Due June 1, 2016 - 6% interest rate	\$	504,656	\$	308,295
Wells Fargo Bank North Dakota Promissory note - 7.36% interest rate Due April 15, 2013 (Colonial Manor II)		158,050		115,472
Bremer Bank Promissory note - 5.45% interest rate, due December 2014 with a balloon payment, secured by property		65,000		65,000
City of Fargo - Fannie Mae Promissory note - interest adjusted quarterly based on LIBOR rate currently at 1.20% due September 2010, secured by Urban Plains property		415,000		415,000
secured by Orban Frams property				

MANAGEMENT'S DISCUSSION AND ANALYSIS

City of Fargo - Fannie Mae Promissory note - interest adjusted quarterly based on LIBOR rate currently at 2.10% due September 2010,	Amount Issued	Amount Outstanding
secured by Cooper property	856,000	856,000
Loan from General Fund to Low Rent	88,015	88,015
Total long-term debt		1,847,782
Less current maturities		50,480
Total long-term debt, net of current maturities		\$ 1,797,302

Details of debt are in the long-term debt note in the notes to financial statements.

ECONOMIC FACTORS

In 2008, the Authority entered into a property management contract with Beyond Shelter to manage a new 43 unit affordable senior housing building.

In 2008, the Authority was awarded 3 new grants to assist the families and maintenance needs of the public housing units. The awards are:

Capital Fund Recovery Grant	\$ 1,159,091
Resident Opportunity & Self Sufficiency Grant – Family	
	249,990
Resident Opportunity & Self Sufficiency Grant – Elderly	349,973

The Authority will continue to enter into property management contracts with Beyond Shelter Inc. to meet the growing needs of affordable housing for the Fargo market. In 2010, the Authority will enter into a management agreement for 42 new permanent supportive housing units for the homeless. In 2011, the Authority plans on entering into a management agreement for 80 new affordable senior housing units.

In 2009, the Authority was awarded 3 new grants to assist the families and maintenance needs of the public housing units. The awards are:

Capital Fund Recovery Competitive Grant – Elderly & Persons with Disabilities	\$218,137
Capital Fund Recovery Competitive Grant – Energy Efficiency & Green Community	330,946
Capital Fund Recovery Competitive Grant – Energy Efficiency & Green Community	408,833

In 2010, the Authority expects to formulate a plan which will address the serious capital improvement needs of the 249 public housing units in the Lashkowitz High-Rise.

REQUEST FOR INFORMATION

The annual financial report is designed to provide a general overview of the Authority finances for all those with an interest in the Authority finances. Questions concerning any information provided in this report or requests for additional information should be addressed to Lynn Fundingsland, Executive Director, Fargo Housing and Redevelopment Authority, 325 Broadway, Fargo, North Dakota, 58102.

ND014j01 FARGO HOUSING AND REDEVELOPMENT AUTHORITY STATEMENTS OF NET ASSETS DECEMBER 31, 2009 AND 2008

	2009	2008
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,313,155	\$ 1,674,763
Investments	1,043,423	1,030,287
Accounts receivable		
HUD	110,526	4,569
Tenants	62,853	65,552
Allowance for doubtful		
accounts-tenants	(15,749)	(20,025)
Fraud recovery	28,579	23,565
Allowance for doubtful		
accounts-fraud recovery	(28,579)	(23,565)
Other	62,700	19,795
Note receivables - current portion	856,000	825,000
Interest receivable on note receivables - current portion	2,763	4,006
Interfund balances	1,974	408
Asset held for sale Other assets	-	388,117
Other assets	7,422	6,825
Total current assets	4,445,067	3,999,297
RESTRICTED ASSETS		
Restricted cash	959,593	617,272
OTHER ASSETS		
Investments	117,581	118,722
Note receivables	2,593,960	2,593,960
Interest receivable on note receivables	600,808	474,718
Total other assets	3,312,349	3,187,400
CAPITAL ASSETS		
Land, structures and equipment	23,564,240	21,676,040
Accumulated depreciation	(14,652,435)	(14,130,622)
Total capital assets	8,911,805	7,545,418
Total assets	\$ 17,628,814	\$ 15,349,387
	Ψ I/,040,014	

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	2009	09 2008	
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES Current portion of notes payable	\$ 50	,480 \$	43,600
Accounts payable	153	3,560	25,633
Vendors		3,018	1,670
HUD A convert warder powerble		,385	9,420
Accrued wages payable Accrued compensated absences),061	16,742
Tenants security deposits	12	3,778	120,489
Accrued interest payable		341	52,554
Accrued payments in lieu of taxes		4,509	57,748
Interfund balances		1,974	408
Deferred revenues	44	2,540	15,462
Total current liabilities	86	0,646	343,726
LONG-TERM LIABILITIES Accrued compensated absences FSS escrow accounts Notes payable - net of current portion	1	0,553 2,806 7,302	150,683 21,253 1,657,823
Total long-term liabilities	1,99	0,661	1,829,759
Total liabilities	2,85	51,307	2,173,485
	· . ·		
NET ASSETS	7.0	54,023	6,993,995
Investment in capital assets - net of related debt		59,593	617,272
Restricted		53,891	5,564,635
Unrestricted			
Total net assets	14,7	77,507	13,175,902
Total liabilities and net assets	\$ 17,6	28,814	\$ 15,349,387

FARGO HOUSING AND REDEVELOPMENT AUTHORITY STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS YEARS ENDED DECEMBER 31, 2009 AND 2008

	2009	2008
OPERATING REVENUES		
Dwelling rentals	\$ 1,771,669	\$ 1,841,130
HUD PHA grants	8,280,612	7,795,052
Other government grants	583,560	10,750
Interest received from note receivable	206,576	302,165
Fraud recovery	21,616	36,411
Management fees	1,103,202	961,981
Other	404,036	459,230
Total operating revenues	12,371,271	11,406,719
OPERATING EXPENSES		
Administrative	2,921,382	2,749,008
Tenant services	363,823	221,798
Utilities	450,749	530,083
Ordinary maintenance and operation	1,358,361	1,302,646
General expense	270,113	234,475
Depreciation	525,574	545,540
Housing assistance payments	4,860,184	4,552,382
Total operating expenses	10,750,186	10,135,932
OPERATING INCOME	1,621,085	1,270,787
NONOPERATING REVENUES (EXPENSES)		
Gain on disposition of capital assets	210	31,991
Interest expense	(42,545)	(162,301)
Interest earned on investments	22,855	38,238
Total nonoperating expenses	(19,480)	(92,072)
NET CHANGE IN ASSETS	1,601,605	1,178,715
NET ASSETS, BEGINNING OF YEAR	13,175,902	11,997,187
NET ASSETS, END OF YEAR	\$ 14,777,507	\$ 13,175,902

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ND014j01 FARGO HOUSING AND REDEVELOPMENT AUTHORITY STATEMENTS OF CASH FLOWS YEARS ENDED DECEMBER 31, 2009 AND 2008

	2009	2008
OPERATING ACTIVITIES Receipts from tenants HUD PHA grant Other government grants Housing assistance payments Payments to suppliers Payments to employees Payments in lieu of taxes	$\begin{array}{ccccc} \$ & 2,820,547 \\ & 8,174,655 \\ & 1,686,762 \\ & (4,860,184) \\ & (2,319,526) \\ & (2,887,228) \\ & & (3,239) \end{array}$	\$ 3,640,561 7,740,901 10,750 (4,502,987) (2,282,999) (2,727,621) 21,714
NET CASH FROM OPERATING ACTIVITIES	2,611,787	1,900,319
CAPITAL AND RELATED FINANCING ACTIVITIES New debt issued Principal payments on debt Proceeds from sale of assets Interest on long-term debt Acquisition of capital assets NET CASH USED FOR CAPITAL AND RELATED FINANCING ACTIVITIES	2,132,698 (1,986,339) 11,994 (94,758) (1,903,955) (1,840,360)	2,895,000 (3,409,626) 583,489 (132,389) (1,253,317) (1,316,843)
INVESTING ACTIVITIES Proceeds from asset held for sale Notes issued Principal payments notes receivable Interest payments note receivable Investment income received NET CASH FROM INVESTING ACTIVITIES NET CHANGE IN CASH AND INVESTMENTS	354,273 (856,000) 825,000 (124,847) 22,855 221,281 992,708	(3,070,000) 3,262,925 (67,788) 37,902 163,039 746,515
CASH AND INVESTMENTS, BEGINNING OF YEAR	3,441,044	2,694,529
CASH AND INVESTMENTS, END OF YEAR	\$ 4,433,752	\$ 3,441,044
RECONCILIATION OF CASH AND INVESTMENTS Cash and restricted cash Investments and restricted investments Totals	\$ 3,272,748 1,161,004 \$ 4,433,752	\$ 2,292,035 1,149,009 \$ 3,441,044

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ND014j01 STATEMENTS OF CASH FLOWS – Page 2

		2009		2008	
RECONCILIATION OF OPERATING INCOME			.	2000	
TO NET CASH FROM OPERATING ACTIVITIES					
Operating income	\$	1,621,085	\$	1,270,787	
Adjustments to reconcile operating	Ŷ	_,,	Ψ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
income to net cash from operating activities					
Depreciation		525,574		545,540	
Gain on disposition of capital assets		210		31,991	
Changes in assets and liabilities		220		01,001	
Accounts receivable - HUD		(105,957)			
Accounts receivable - tenants		(1,577)		660	
Accounts receivable - other		(9,061)		4,107	
Material and supplies		(- ,)		97,743	
Other assets		(597)		463	
Accounts payable		129,275		(49,858)	
Accrued wages		965		458	
Accrued compensated absences		33,189		15,466	
Payments in lieu of taxes		(3,239)		21,714	
Deferred revenue		427,078		(52,287)	
Interfund balances				(3,826)	
FSS escrow		(8,447)		-	
Security deposits		3,289		9,997	
Other liabilities		-,		7,364	
				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
CASH FLOWS FROM OPERATING ACTIVITIES	\$	2,611,787	\$	1,900,319	

FARGO HOUSING AND REDEVELOPMENT AUTHORITY NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2009 AND 2008

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

The Authority uses available federal, state and local resources to serve the residents of Fargo, North Dakota by upgrading and maintaining the existing housing stock, encouraging the construction of new housing affordable to low and moderate income households, and providing low and moderate income families and senior households with decent, safe and affordable rental housing opportunities.

The Authority is governed by a six-member Board of Commissioners.

The accounting policies of the Authority conform to accounting principles generally accepted in the United States of America.

Reporting Entity

The Authority's financial statements include the accounts of all Authority operations. The criteria for including organizations as component units within the Authority reporting entity, as set forth in Section 2100 of the Governmental Accounting Standards Board's (GASB) Codification of Government Accounting and Financial Reporting Standards, include whether:

- the organization is legally separated (can sue and be sued in their own name).
- the Authority holds the corporate powers of the organization.
- the Authority appoints a voting majority of the organization's board.
- the Authority is able to impose its will on the organization.
- the organization has the potential to impose a financial benefit/burden on the Authority.
- there is fiscal dependency by the organization on the Authority.

Based on the aforementioned criteria, the Fargo Housing and Redevelopment Authority has no component units and is not includable as a component unit within another reporting entity.

Basis of Presentation

The Authority's financial statements have been prepared in accordance with GASB Statement No. 20, "Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that use Proprietary Fund Accounting." The Authority accounts for its activities as proprietary activities in accordance with all applicable GASB pronouncements, as well as pronouncements of the Financial Accounting Standards Board (FASB) and its predecessors issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

ND014j01 NOTES TO FINANCIAL STATEMENTS

Basis of Accounting

The Department of Housing and Urban Development Real Estate Assessment Center (REAC) assesses the financial condition of Public Housing Authorities (PHA's). To uniformly and consistently assess the PHA's, REAC requires that PHA's financial statements conform to Generally Accepted Accounting Principles (GAAP).

The Fargo Housing and Redevelopment of Fargo, North Dakota prepares its financial statements on the accrual basis of accounting. Under this method revenues are recognized in the accounting period in which they are earned and expenses when the liability for them is initially incurred.

Cash

For purposes of reporting cash on the statement of net assets, the Authority considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. At December 31, 2009 and 2008, approximately \$836,000 and \$617,000, respectively, of cash was restricted, as defined by the Authority. See Note 6.

Investments

Short-term, highly liquid debt instruments purchased with a remaining maturity of one year or less are reported at amortized cost. Other investments are stated at cost which approximates fair value. These amounts are invested to the extent available in various securities as authorized by state law. Restricted fund investments relate to use restrictions as defined by the Authority.

Land, Structures, and Equipment

Land, structures, and equipment are stated at cost. The original cost of units of property sold or otherwise disposed of in the ordinary course of business is charged off when disposition occurs. Property purchased with a value greater than \$2,500 is capitalized.

Depreciation

Capital assets are depreciated using the straight-line method over their useful lives (5-40 years).

The estimated useful lives are as follows:

Buildings	40 years
Improvements other than buildings	20-40 years
Machinery and equipment	5 - 7 years

Fraud Recovery

HUD requires the Authority to account for monies recovered from tenants who committed fraud or misrepresentation in the application process for rent calculations and now owe additional rent for prior periods or retroactive rent as fraud recovery. The monies recovered are shared by HUD and the local authority.

NOTES TO FINANCIAL STATEMENTS

Pension

The Authority funds pension costs as accrued.

Operating Revenues and Expenses

The Authority considers all revenues and expenses (including HUD intergovernmental revenues and expenses) as operating items with the exception of interest expense, interest revenue, and gain/loss on disposal of capital assets which are considered non-operating for financial reporting purposes.

Allocating Indirect Expenses

The Authority has expenses which by their nature impact several of the Authority's programs. The Authority allocates expenses to these programs based upon a cost study conducted on the Authority's behalf. Expenses that are allocated include, but are not limited to, salaries and benefits, legal and audit fees, maintenance and protective services and insurance.

Restricted and Unrestricted Resources

The Authority applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

Components of Net Assets

Components of net assets include the following:

Net Assets Invested in Capital Assets Net of Related Debt – Consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of debt issued to finance the acquisition, improvement, or construction of those assets.

Restricted Net Assets – Consists of net assets less related liabilities reported in the basic statement of net assets that are subject to restraints on their use by HUD.

Unrestricted Net Assets – Consists of net assets less related liabilities reported in the basic statement of net assets that are not subject to restraints on their use.

Accumulated Unpaid Vacation and Sick Leave

Accumulated unpaid vacation leave is accrued in the period incurred. Employees are permitted to accumulate a limited amount of earned but unused vacation benefits which will be paid to employees upon separation from Authority service.

Sick leave accumulated after ten years of employment is paid to employee at 44% of their normal pay. The liability for accumulated sick leave is accrued in the period earned.

Business and Credit Risk

The Authority provides housing on account to clients which are located primarily in Fargo, North Dakota.

NOTES TO FINANCIAL STATEMENTS

Deferred Revenues

ND014j01

Deferred revenue of \$442,540 at December 31, 2009 represents prepaid rent and an early deposit of the January 2010 HUD funding. As of December 31, 2008, deferred revenue of \$15,463 represents prepaid rent.

Budgetary _

The Authority prepares budgets for each program annually which is approved by the Board of Commissioners. The Authority is required to submit to HUD only the budget related to the Public Housing subsidy. Revisions to the budgets are approved by the Board of Commissioners.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain amounts have been reclassified in the 2008 financial statements to be comparative with amounts reported in 2009. These reclassifications have no effect on net assets.

NOTE 2 - HOUSING PROGRAMS

The Fargo Housing and Redevelopment Authority owns and operates 393 units of conventional housing for single family homes and 185 units of family housing; these are in Fargo, North Dakota, and are designated HUD Contract DEN-075. The Authority has 71 city-wide units of Section 8 existing housing assistance payments, 1,156 Section 8 housing choice vouchers under HUD Contract DEN-2477-027V and 35 Section 8 VASH Vouchers.

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits

In accordance with North Dakota Century Code, the Authority maintains deposits at those depository banks and brokerages authorized by the Authority Commission, all of which are covered by Federal Depository Insurance or Securities Investor Protection. Century Code requires that all Authority deposits be protected by insurance, collateral or surety bond. The market value of the collateral pledged must be equal to or greater than 110% of the deposits not covered by insurance or bonds. The Authority's deposits were properly collateralized as of December 31, 2009 and 2008.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Beyond what is stated in the Century Code, the Authority does not have a formal policy to further limit exposure to custodial credit risk. As of December 31, 2009 and 2008, the Authority's deposits were either fully insured or properly collateralized, and have no custodial credit risk.

ND014j01 NOTES TO FINANCIAL STATEMENTS

Investments

The Authority is authorized by North Dakota Century Code to invest in: a) Bonds, treasury bills and note, or other securities that are a direct obligation of, or an obligation insured or guaranteed by, the treasury of the United States, or its agencies, instrumentalities, or organizations created by an act of Congress, b) Securities sold under agreements to repurchase written by a financial institution in which the underlying securities for the agreement to repurchase are of the type listed above, c) Certificates of Deposit fully insured by the Federal Depository Insurance Corporation or the state, d) Obligations of the state. At December 31, 2009, the Authority had the following investments and maturities:

Investment Type	Fair Value	Less than 1	1-5	6-10	More than 10
Certificates of deposit	\$ 60,000	\$-	\$ 60,000	\$-	\$ -
Asset backed securities	35,034	-	-	14,576	20,458
Government securities	22,547	-	-	-	22,547
Money market	1,043,423	1,043,423	` _		
	\$ 1,161,004	\$ 1,043,423	\$ 60,000	\$ 14,576	\$ 43,005

At December 31, 2008, the Authority had the following investments and maturities:

Investment Type	Fair Value	Less than 1	1-5	6-2	10	Mor	e than 10
Certificates of deposit	\$ 60,000	\$ -	\$ 60,000	\$	-	\$	-
Asset backed securities	45,327	9,152	33,282		2,893		-
Government securities	22,547	-	-		-		22,547
Money market	1,021,135	1,021,135			-		-
	\$ 1,149,009	\$ 1,030,287	\$ 93,282		2,893	\$	22,547

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority does not have a formal policy that limits investments maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Beyond what is stated in the Century Code, the Authority does not have a formal policy to further limit exposure to credit risk.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. The Authority places no limit on the amount which may be invested with a single issuer.

NOTES TO FINANCIAL STATEMENTS

NOTE 4 - NOTES RECEIVABLE

The Authority has advanced funds to various organizations for the purchase of run-down property to be renovated into low income property. The notes receivable are secured by the property. If the property is ever sold, the proceeds will be used to repay the Authority. As of December 31, 2009 and 2008, the notes receivable consisted of the following:

	2009	2008
Sisters Path Limited Partnership 5.25% note receivable, yearly payments to the extent of available cash flow with entire balance due December 2034	\$ 532,500	\$ 532,500
The Graver Limited Partnership 5.25% note receivable, yearly payments to the extent of available cash flow with entire balance due February 2034	700,000	700,000
Bluestem Townhomes Limited Partnership 6.5% note receivable, yearly payments to the extent of available cash flow with entire balance due December 2036	630,000	630,000
 Bluestem Homes Limited Partnership 9.5% note receivable, yearly payments to the extent of available cash flow with entire balance due December 2036 	468,446	468,446
Sunrise North Limited Partnership 4.57% note receivable, interest adjusted quarterly based on the LIBOR rate, entire balance due September 2009	-	825,000
Sunrise North Limited Partnership 4.72% note receivable, yearly payments to the extent of available cash flow with entire balance due December 2037	175,000	175,000
Cooper House Limited Partnership 2.10% note receivable, interest adjusted quarterly based on the LIBOR rate, entire balance due September 2010	856,000	-
Colonial Manor II 0% note receivable, payments contingent on property being sold	88,014	88,014
T	3,449,960	3,418,960
Less current portion	(856,000) \$ 2,593,960	(825,000) \$ 2,593,960

NOTES TO FINANCIAL STATEMENTS

	2009	2008
Sisters Path Limited Partnership The Graver Limited Partnership Bluestem Townhomes Limited Partnership Bluestem Homes Limited Partnership Sunrise North Limited Partnership Cooper House Limited Partnership	\$ 190,012 132,939 148,827 116,576 12,454 2,763	\$ 153,972 91,391 116,317 65,820 51,224
	603,571	478,724
Less current portion	(2,763)	(4,006)
	\$ 600,808	\$ 474,718

Interest receivable on the above notes receivable for the years ended December 31, 2009 and 2008 is as follows:

NOTE 5 - ASSET HELD FOR SALE

The Authority owned land to be held for future development of a low-income housing facility known as Cooper House Limited Partnership. As of December 31, 2008, the asset held for sale had a value of \$388,117. During 2009, Beyond Shelter, Inc. purchased the land from the Authority for \$165,000. During 2009, the Authority also received proceeds from the City of Fargo as reimbursement for costs expended in the amount of \$192,000. During 2009, the Authority incurred additional costs to the project of \$2,727. As of December 31, 2009, the Authority has a receivable of \$33,844 to cover the full cost of the project to the Authority. Management is currently evaluating sources of funds to reimburse this amount.

NOTE 6 - RESTRICTED ASSETS

Restricted assets consist of cash and investments which are restricted to comply with HUD requirements for the home ownership program. In addition, the Authority has restricted cash for Modernization and Development and for tenant security deposits.

NOTE 7 - CAPITAL ASSETS

Capital assets, which include property, plant and equipment are reported in the applicable business-type activities columns in the Authority financial statements. Capital assets are defined by the Authority as assets with an initial, individual cost equal to or greater than \$2,500. Such assets are recorded at historical cost or estimated historical cost. Donated capital assets are recorded at estimated fair market value at the date of the donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend lives are not capitalized.

NOTES TO FINANCIAL STATEMENTS

Capital asset activity for the year ended December 31, 2009 was as follows:

	Balance 01/01/09	Additions	Deletions	Balance 12/31/09
Capital assets, not being depreciated Land	\$ 571,242	\$ 654,317	<u> </u>	\$ 1,225,559
Capital assets, being depreciated				
Buildings and improvements Furniture, equipment	19,238,727	1,222,975	-	20,461,702
and machinery - dwellings Furniture, equipment	967,660	14,667	12,259	970,068
and machinery - administrative Leasehold improvements	815,573 82,838	11,996	3,496	824,073 82,838
Total capital assets		· · · · ·		
being depreciated	21,104,798	1,249,638	15,755	22,338,681
Less accumulated depreciation for:				
Buildings and improvements Furniture, equipment	12,772,905	363,812	-	13,136,717
and machinery - dwellings Furniture, equipment	679,026	127,827	3,761	803,092
and machinery - administrative	651,094	18,847	-	669,941
Leasehold improvements	27,597	15,088		42,685
Total accumulated depreciation	14,130,622	525,574	3,761	14,652,435
Total capital assets,				
being depreciated, net	6,974,176	724,064	11,994	7,686,246
Net book value	\$ 7,545,418	\$ 1,378,381	\$ 11,994	\$ 8,911,805

Depreciation expense was charged to the function of the Authority as follows:

Business-type activities:	
Low-Rent Public Housing	\$ 400,104
General business	117,798
ROSS	 7,672
	\$ 525,574

ND014j01 NOTES TO FINANCIAL STATEMENTS

Capital asset activity for the year ended December 31, 2008 was as follows:

	Balance 01/01/08	Additions	Deletions	Balance 12/31/08
Capital assets, not being depreciated				
Land	\$ 313,580	\$-	\$ 313,580	\$-
Construction work in progress	571,242			571,242
Total capital assets				
not being depreciated	884,822	-	313,580	571,242
Capital assets, being depreciated				
Buildings and improvements Furniture, equipment	19,194,424	802,270	757,967	19,238,727
and machinery - dwellings Furniture, equipment	891,236	82,794	6,370	967,660
and machinery - administrative	819,935	11,353	15,715	815,573
Leasehold improvements	82,838			82,838
Total capital assets				
being depreciated	20,988,433	896,417	780,052	21,104,798
Less accumulated depreciation for:				
Buildings and improvements	12,413,916	426,912	67,923	12,772,905
Furniture, equipment				
and machinery - dwellings Furniture, equipment	619,546	61,387	1,907	679,026
and machinery - administrative	605,350	54,599	0 055	651 004
Leasehold improvements	-	•	8,855	651,094
Leasenoid improvements	24,955	2,642	·	27,597
Total accumulated depreciation	13,663,767	545,540	78,685	14,130,622
Total capital assets,				
being depreciated, net	7,324,666	350,877	701,367	6,974,176
Net book value	\$ 8,209,488	\$ 350,877	\$ 1,014,947	\$ 7,545,418

Depreciation expense was charged to the function of the Authority as follows:

Business-type activities:	
Low-Rent Public Housing	\$ 466,912
Capital fund program	27,817
General business activities	 50,811
	\$ 545,540

NOTES TO FINANCIAL STATEMENTS

NOTE 8 - NOTES PAYABLE

The following is a summary of notes payable as of December 31, 2009:

	Balance 01/01/09	New Issue	Retired	Balance 12/31/09
Notes payable City of Fargo, North Dakota Industrial Development Revenue Bonds Series 1983 6.0% interest rate - due June 1, 2016 secured by property	\$ 346,056	\$ -	\$ 37,761	\$ 308,295
Wells Fargo Bank North Dakota Promissory note - 7.36% interest rate, due April 15, 2013, unsecured	117,352	3,198	5,078	115,472
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR - due September 2009, secured by property	825,000		825,000	-
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR - due September 2010, secured by property	325,000	-	325,000	-
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR - due February 2010, secured by property	-	725,000	725,000	-
Bremer Bank Promissory note - 5.45% interest rate, due December 2014 with a balloon payment, secured by property	_	65,000	-	65,000
City of Fargo - Fannie Mae Promissory note - interest adjusted quarterly based on LIBOR rate currently at 1.20% due September 2010,		415 000		415,000
secured by Urban Plains property	-	415,000	-	415,000
ND014j01 NOTES TO FINANCIAL STATEMENTS

	Balance 01/01/09	New Issue	Retired	Balance 12/31/09
City of Fargo - Fannie Mae Promissory note - interest adjusted quarterly based on LIBOR rate currently at 2.10% due September 2010, secured by Cooper property	-	856,000	_	856,000
Community Works Loan Promissory note - 5% interest rate, due September 2009, secured by property		68,500	68,500	-
General fund - 0% interest, unsecured	88,015	-	-	88,015
Totals	\$ 1,741,237	\$ 2,132,698	\$ 1,986,339	\$ 1,887,960

The estimated debt requirements to maturity for years ending December 31, 2009 are as follows:

	Principal	Interest	Total
2010 2011 2012 2013 2014 2015 - 2017	\$ 50,480 1,327,552 56,784 151,108 93,948 167,910	\$ 42,500 22,123 19,184 16,027 - 12,181	\$ 92,980 1,349,675 75,968 167,135 93,948 180,091
Total	\$ 1,847,782	\$ 112,015	\$ 1,959,797

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NOTES TO FINANCIAL STATEMENTS

The following is a summary of notes payable as of December 31, 2008:

	Balance 01/01/08	New Issue	Retired	Balance 12/31/08
Notes payable City of Fargo, North Dakota Industrial Development Revenue Bonds Series 1983, 6.0% interest rate -due	\$ 381,652	\$ -	\$ 35,596	\$ 346,056
June 1, 2016, secured by property	φ 561,052	φ –	φ 55,570	φ 540,050
Wells Fargo Bank North Dakota Promissory note - 7.36% interest rate, due April 15, 2013, unsecured	125,350	-	7,998	117,352
American Federal Bank Promissory note - 6.625% interest rate, due November 1, 2011, secured by property	103,107	_	103,107	-
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR - due August 2008, secured by property	365,000	-	365,000	-
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR, due September 2009 secured by property	710,000	2,895,000	2,780,000	825,000
City of Fargo - Fannie Mae Promissory note - 1.85% interest rate above 3 month LIBOR due September 2010				
secured by property	325,000	-	-	325,000
General fund - 0% interest, unsecured	205,940	54	117,925	88,015
Totals	\$ 2,216,049	\$ 2,895,000	\$ 3,409,626	\$ 1,701,423

NOTE 9 - ANNUAL CONTRIBUTIONS CONTRACT

The Authority has an annual contributions contract for Section 8 HAP and adjustments vary based on requirements. The maximum contract was \$5,000,000 for the years ended December 31, 2009 and 2008.

ND014j01 NOTES TO FINANCIAL STATEMENTS

NOTE 10 - PENSION PLAN

The Authority provides pension benefits for all of its permanent employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate after working six months. The plan requires the employee to contribute five percent of taxable salary and the employer contributes seven percent of basic salary less the cost of life insurance. The total cost of the plan was \$102,900, \$96,550, and \$89,700 for the years ended December 31, 2009, 2008 and 2007, respectively.

NOTE 11 - INTERFUND BALANCES

At various times during the year the programs need to borrow funds to maintain appropriate levels of client participation. The funds are usually paid back on a monthly basis. The balances at December 31, 2009 consisted of the following:

	Due From	[Due To
Low-Rent Public Housing General Business Fund Central Office Cost Center	\$ 673 64 1,237	\$	1,040 196 738
Total	\$ 1,974	\$	1,974

NOTE 12 - COMMITMENT

The Authority had committed \$903,433 of future capital project fund grants to the remodeling and upgrade project at Lashkowitz High Rise. The committed funds will be used to make loan payments on the project. As of the date of this report, the Authority has not received approval from HUD for this commitment.

NOTE 13 - RISK MANAGEMENT

The Authority is exposed to various risks of losses including general liability, property damage and employee bodily injury. The insurance coverage is considered to be adequate to cover unexpected claims against the Authority. The Authority retains the responsibility to cover any settlements exceeding the specific coverage. There was no reduction in coverage from the prior year and settlements have not exceeded insurance coverage in the past three years.

ND014k01

FARGO HRA Asset Management - To preserve and prolong the value of the capital assets

Asset Management Checklist:

- 1 Baseline Market Study has been conducted for each AMP
- 2 Market Information has been updated Annually for each AMP, and used to calculate Market Value each year (effectiveness)
- 3 Baseline personnel / compensation study has been conducted
- Personnel/compensation information has been updated annually and used to calculate Organizational
 Capacity each year (staff needs)
- 5 Financial and operating Indictors are used each year to calculate Return on Investment (efficiency)
- 6 Organizational Mission is [re-]defined annually
- 7 Property portfolio is re-tooled in accordance with the Mission on an ongoing basis
- 8 Operating and capital budgets are prepared separately for each AMP, including centralized overhead
- 9 Site-based Managers play a key role in the preparation of those budgets
- 10 Costs and revenues are complied and reported for each AMP, compared to AMP budgets
- 11 Site based managers are held accountable for keeping costs and revenues in line with their budgets
- 12 Site based managers are expected to decide when and how to spend money to preserve the assets and maximize its potential revenue
- 13 Site based managers are empowered to procure goods and services, within certain dollar limits, and are therefore deputized as "contracting officers"
- 14 A **majority** of maintenance work orders are generated by inspections and site-specific plan (and NOT by call-ins)

ND014k01

Asset Management

HUD View

1 Improving the operational efficiency and effectiveness of managing public housing assets

- 2 Better preserving and protecting each asset
- 3 Providing appropriate mechanisms for monitoring performance at the property level
- 4 Facilitating future investment and reinvestment in public housing by public and private sector entities
- 5 Long-term capital planning and allocation
- 6 The setting of ceiling or flat rents (tantamount to determining the appropriate "price" for the real estate being offered to the market)
- 7 Review of financial information
- 8 Review of physical stock (annual inspections)
- 9 Assessment of property management performance on a development-by-development basis
- 10 Determining the long-term viability of properties in the portfolio
- 11 Property repositioning and replacement strategies (demo the property)
- 12 Risk management as it pertains to regulatory compliance

Asset Management

Re-Tooling the Portfolio

- 1 Evaluate what the organization knows about itself at the present time
- 2 Determine how its product line needs to change in order to be able to meet the goals established as part of its annual self-examination of its mission
- 3 Look at each and every property in it existing portfolio and decide whether one or more of the following "re-tooling" actions are appropriate:

а	Buy (acquire more just like it)
b	Sell It
с	Borrow money on it
d	Manage it (or hire someone else to)
e	Modernize it
f	Demolish it
g	Acquire control of similar units (via long-term leases, equity investments, possibly accompanied by portable public housing operating subsidy)

ND014k01

Asset Management

Asset Management Compliance / Public Sector Management

- 1 Understanding our local affordable housing markets, and the "niches" that our organization might serve
- 2 Re-defining our missions, in light of our markets and our assets (both actual and potential)
- 3 Re-structuring our product line, using Capital Funds and other resources at our disposal
- 4 Developing new "products", using Capital Funds, tax credits, perhaps debt, and other resources at our disposal, Such products could include:
 - a homeownership incubators
 - b Project based vouchers in existing complexes
 - c mixed-income/mixed-finance housing
 - d housing that resembles the greater community and marketplace
- 5 Managing these products (or using to manage) with an eye towards:
 - a site-based finance including "revenue planning"
 - b proactive maintenance including periodic comprehensive inspections and maintenance plans
 - c multi-year capital plans leading to replacement reserve set-asides

Question #7

Mixed Finance/Disposition

The Housing and Redevelopment Authority of the City of Fargo (HRA) proposes a major rehabilitation of project ND14-1, its 249 unit - Lashkowitz High-Rise. The building was put into service in February of 1971 and has enjoyed a near 100% occupancy since it opened; it's a needed and high-use facility serving both elderly and disabled clients. Disposition of this project has been in both the HRA's 5 year plans and the City's Comprehensive Plan for several years.

The Lashkowitz building is in an ideal location for its tenants; within walking distance of all essential services and overlooking a park and the Red River of the North on one side and the downtown Fargo CBD on the other and, the city bus service comes directly to the front door. The building is severely distressed though, due to both functional and physical deterioration. The units are quite small by current standards, with an average square footage of 368 square feet and, the site has only 80 off-street parking stalls available. These two facts argue for a floor-plan reconfiguration and a combining of units to bring the total number down to 205 and bring the average unit size up to 447 square feet. All units are one-bedroom. The newly modernized building will then have 123 units of Public Housing with the remaining 82 units as LIHTC affordable – some new community support office and recreation spaces are also a part of the project. The HRA plans to project base up to 82 vouchers to the building so that the current population will continue to be served.

The LIHTC program continues to put affordable units on-line in the community and the general plan and intention is to place as many of the now floating 125 PH subsidies into new LIHTC units, at whatever level of absorption is financially workable.

The physical deterioration and condition of the mechanical systems in the project is most urgent. The cast iron waste lines and vent stacks are literally crumbling and are continually developing leaks of varying levels of severity. It is not uncommon to trace a leak back up through several floors before finding the source. The feed lines are also in need of replacement as they are severely calcified and constricted. Coupled with these issues is the need to upgrade the boilers and the requirement of asbestos abatement throughout. With the level of wall removal called for to address the plumbing issue - we can take it just a little further and get needed wall insulation in also, so, the building requires a near gut rehab. The 40 year old kitchen cabinets will be replaced and the worn and dated bathroom fixtures will be replaced with water saving fixtures. The estimated cost of a rehab is approaching the cost of new construction. Due to the site advantages of the project , the difficulty of finding comparable real-estate available for new construction, plus the inherent green advantages of rehab versus new construction: we believe a rehab is still a better option than replacement of the project. The building is 22 stories with lift slab construction on a steel infrastructure, it is structurally very sound.

Due to the limited amount of Low Income Housing Tax Credits available to our low population State, the project cannot be accomplished with the 9% credit only so, the building will be "condoed" and both 9% & 4% credits will be used.

The 4% and 9% credit allocation will provide the majority of leverage capital needed to match the competitive capital funds. These two major components will be layered in with tax exempt bond issue proceeds, a portion of the HRA's formula capital funds, a contribution of CDBG funds through the city and, soft loans from the HRA and its affiliate non-profit developer; Beyond Shelter Inc., to complete the financing for the project.

A "rolling rehab" is designed which requires isolating and vacating 60 units at a time and rotating the balance of tenants between units. A relocation plan budgets for this and is a part of the TDC. Tenants will be informed of project plans and receive written notices within 30 days of notification of the award of capital funds. Up to 43 tenants will be unable to return to the building due to the reduction in total unit count. All tenants will have the option of permanent relocation to off-site housing with a S-8 Voucher and assistance in locating alternative housing.

The HRA has completed the procurement process to hire the 501(C)(3) affordable housing development firm of Beyond Shelter Inc. (BSI) as the primary project developer, BSI in turn retains the firm of Winthrop & Weinstein for general counsel and issues related to real estate matters, the firm of Pepper Hamilton LLP to assist with overall project oversight, assistance with bond issue and placement and LIHTC placement and, to assist with interpretation of HUD and IRS policy and interaction with staff. A to be named financial consultant with mixed finance and HOPE VI project experience will be retained to provide oversight of and direct assistance with all financial projections and reporting – discussions have been held with several prospects. The North Dakota Housing Finance Agency has agreed to issuance of the tax-exempt bond. The independent accounting firm of Eide Bailly will provide cost certifications, annual audits and IRS reports. The firm of Anderson Architecture PC has been procured to be the general architect for the project and, they will also provide construction management. The HRA shares general legal counsel with the City of Fargo. The HRA has significant and long term experience with management of LIHTC (and PH) properties and, will be the contract property manager. In addition, the HRA will manage the tenant relocation process.

- 8.1: Capital Fund Program annual Statement/Performance and Evaluation 50075.1 Reports.
 - A. Each current and open CFP grant and CFFP financing.
 - a) CFP 2009 R ND01400000209E
 - b) CFP 2009 R ND01400000309R
 - c) CFP 2009 R ND01400000409R
 - d) CFP 2008 ND014
 - e) CFP 2009 ND014
 - f) CFP 2010 ND014

pital Fund Fre	Capital Fund Program, Capital Fund Program Replacement Housing Factor		Office	Office of Public and Indian Housing OMB No. 2577-0226	18 20
pital Fund Fit	Capital Fund Financing Frogram			Expires 4/30/2011	
Dard I. Summary					
PHA Name:	C 449	Grant Type and Number:		FFY of Grant: 2009	
go Housing	Fargo Housing & Redevelopment Authority	Capital Fund Progam Grant No: ND 0140000209 E	D 0140000209 E	FFY of Grant Approval: 2009	2009
PO Box 430, 325] Fareo ND 58102	PO Box 430, 325 Broadway Faron ND 58102	Replacement Housing Factor Grant No: Date of CFFP: October 01, 2009	^{No:} 01, 2009	Edit Date; August 18, 2010	3, 2010
Type of Grant Original Ann	of Grant Original Annual Statement Reserve for Disasters/Emergencies		X Revised Annual Stater	Revised Annual Statement Revision No: Three (3)	(
Performanc	on Report for		Final Performance and Evaluation Report	Evaluation Report	
Line	Summary of Development Account	Total Est	Total Estimated Cost	Total Acutal Cost	ttal Cost *1
		Original	Revised *3	Obligated	Expended
1	Total non-CFP Funds	\$13,924	\$13,924	\$13,924	\$13,924
5	1406 Operations (may not exceed 20% of line 21) *3				
3	1408 Management Improvements				
4	1410 Administration (may not exceeo 10% of line 21)	\$18,011	\$21,813	\$21,813	\$7,946
5	1411 Audit				
9	1415 Liquidated Damages				
7	1430 Fees and Costs	\$0	\$10,000	\$10,000	\$10,000
∞	1440 Site Acquisition				
6	1450 Site Improvement				
10	1460 Dwelling Structures	\$131,976	\$117,024	\$117,024	50 50 50 50 50
11	1465.1 Dwelling Equipment-Nonexpendable	\$68,150	\$69,300	\$69,300	\$69,300
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities *4				
18 a	1501 Collaterization or Debt Service paid by the PHA				
18 b	9000 Collateralization of Debt Service paid Via System of Direct				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines $2 - 19$)	Ş218,137	\$218,137	\$218,137	\$81,240
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Kelated to Security - Soft Costs				
24	Amount of Line 20 Kelated to Security – Hard Costs				
25	Related to Energy Conservation Measure				-
ature of l	Signature of Executive Director	Signature of Public Housing-Director	ousing Director	Date	D1 (B, 10
	 *1 To be completed for the Performance and Evaluation Report. *2 To be completed for the Performance and Evaluation Report or a Revis *3 PHAs with under 250 units in management may use 100% of FP Grants 	a Revised Annual Statemont. 6 Grants for operation.			
				form HUD-50	form HUD-50075.1 (4/2008)

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Capital Fund Program, and Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 257'

o. 2577-0226	
OMB No.	011
õ	12017
	Junius 1/20/0011

vapitai runu						Expires 4/30/2011	30/2011	
Part II: Supporting Pages	orting Pages							
Fargo Housing &	Fargo Housing & Redevelopment Authority	Capital Fund Program: ND 01400000209 E	Program:	ND 0140000	0209 E		-	
PO Box 430, 325	PO Box 430, 325 Broadway, Fargo, ND 58102	Replacement Housing Factor Grant No.	using Factor Grai	nt No.				
Development	General Description of Major Work	Development	Quantity	Total Est	Total Estimated Cost	Total Ac	Total Actual Cost	Status of Work
Name/PHA-Wide Activities	Catagories	Account Number	-	Original	Revised *1	Funds Obligated *2	Funds Expended *2	
2009	t							
ND06S01402	ADA Unit Oven Replacements (98)	1465		\$68,150	\$69,300	\$69.300	\$69.300	100% completed
	ADA Unit Auto Door Opener Equipment Install	1460		\$131.976	\$117.024	\$117.024		1 of 79 installed
-	Community Bathrooms (3) Rehab to ADA Compliance	1460		\$0	\$0			
	Wellness Center & Handi-Wheels Ride Service	1460		\$0	\$0			. <u></u>
	Office Renovatiion		·				-	
	ور و به منه به منه بالا منه من بالا منه بالا منه بالا منه الله عنه الله عنه الله عنه الله الله عنه الله الله ع منه الله الله الله الله الله الله الله ال							
	A & E Fees	1430		\$ 0	\$10.000	\$10,000	\$10,000	100% completed
PHA Wide	Administrative	1410		\$18,011	\$21,813	\$21.813	\$7,946	36% completed
						-		
Total				\$218,137	\$218,137	\$218,137	\$87,246	

Annual Statement/Performance and Evaluation Report

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

*2 To be completed for the Performance and Evaluation Report

U.S. Department of Housing and Urban Development form HUD-50075.1 (4/2008)

Office of Public and Indian Housing OMB No. 2577-0226

					Expires 4/30/2011
Part III: Implementation Schedule for Capital Fund F	Schedule for Capital	Fund Financing Program	gram		
PHA Name:					Federal FFY of Grant:
Fargo Housing and Redevelopment Authority PO Box 430, Fargo, ND 58102	relopment Authority	7 PO Box 430, Fa	rgo, ND 58102		
Development Number	All Fund	All Fund Obligated	All Fund	All Funds Expended	Reasons for Revised Target Dates *1
Name/PHA-Wide Activities	(Quarter Ending D	nding Date)	(Quarter I	(Quarter Ending Date)	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
ND06P01402	9/23/2010	8/18/2010	9/23/2014		
PHA Wide	9/23/2010	8/18/2010	9/23/2014		
					Note: 19 ADA Power Door Operators to be
					installed with CF 2010 funds.

*1 Obligation and expenditure end dated can only be revised with HUD approval to Section 9j of the U.S. Housing Act of 1937, as amended.

form HUD-50075.1 (4/2008)

Cápital Fund Program, Capital Fund Program Replacement Housing Factor $\overset{\scriptscriptstyle c}{\underset{}}$ Annual Statement/Performance and Evaluation Report Capital Fund Financing Program

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

0	577-0226	0/2011
	OMB No. 2577-0226	Expires 4/30/201

Fart I: Summary					
		Court Type and Number:		FFY of Grant: 2009	
PHA Name:		Crucical Examples and Automotics	D 0140000309 R	FFY of Grant Approval: 2009	2009
rgo Housin _i	Fargo Housing & Redevelopment Authority	Destonment Housing Factor Grant No:	t No:	Edit Date: Sept. 21, 2010	2010
Box 430,	PO Box 430, 325 Broadway		0000 10	Revision	No. 4
Fargo, ND 58102	102	Date of CFFF: UCIDEE U1, 2003	U1, 2007		100% Obligated
Type of Grant			x Revised Annual Statement with Non-CFP Funds	lent with Non-CFP Funds	1
Original A	Original Annual Statement Reserve for Disasters/Emergencies	L	Final Performance and Evaluation Report	d Evaluation Report	
Performa	Performance and Evaluation Report for Ending Period	- - 	Tatel Ectimated Cost	Total Acutal Cost *1	I Cost *1
Line	Summary of Development Account		Baricad *7	Ohligated	Expended
			\$80 355	\$89.355	\$0
1		666/28¢			
7	1406 Operations (may not exceed 20% of line 21) *3				
3	1408 Management Improvements			¢10.200	\$3 141 74
4	1410 Administration (may not exceeo 10% of line 21)	\$33,094	\$29,300	00056270	
5	1411 Audit				
9	1415 Liquidated Damages				@10 711 04
T	1430 Fees and Costs	\$0 CFP	\$24,000	\$24,000	+0.14/ °01¢
T	1440 Site Acquisition				
	1450 Site Improvement	100 000	¢101 305	\$191.395	\$26,401.00
10	1460 Dwelling Structures	\$/0°04	0 / 0 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /		
				136 200	06 31 186 20
11	1465.1 Dwelling Equipment—Nonexpendable	\$226,968	107,08\$	1026000	a loop to the
12	1470 Non-dwelling Structures				
	1475 Non-dwelling Equipment				
14	1485 Demoituon 1402 Moving to Work Demonstration				
Ī	1495.1 Relocation Costs				
	1499 Development Activities *4				
184	1501 Collatenzation of Debt Service pair of us 1444				
	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Amual Grant: (sum of lines $2 - 19$)	\$330,946	\$330,946	\$330,946	\$105,469.98
10	Amount of line 20 Related to LRP Activities				
33	Amount of line 20 Related to Section 504 compliance				
	Amount of line 20 Related to Security - Soft Costs				
74 25	Amount of Line 70 Related to Enerov Conservation Masures	Signature of Public Housing Director	Housing Director	Date	e.
o on troo					

*1 To be completed for the Performance and Evaluation Report.
*2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
*3 PHAs with under 250 units in management may use 100% of FP Grants for operation.

Capital Fund Program, and Capital Fund Program Replacement Housing Factor and

Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 2577-0226

	ate: 9/21/10		Status of Work	ed			_	00/0	\$0	P 70%	0/18/							-	+
	Edit Date:		Total Actual Cost	Funds Expended *2		\$0 CEP		\$57,1	\$0 (\$0 CFP + \$0 Non-CFP)	\$26,401.00 CFP	\$18,741.04 CFP		and 1.45 of 1	\$3,141./4 Urr					\$105,469,98 (\$104,839,98 CFP \$0 Non-CFP)
		-	Total A	Funds Obligated *2		\$1,000 CFP		\$	\$222,766 (\$153,169 CFP + \$69,597 Non-	\$37,226 CFP	\$24,000 CFP			\$29,300 CFP					\$420,301 (\$330,946 CFP + \$89,355 Non-CFP)
	000309 R		nated Cost	Revised *1		\$1,000 CFP		\$106,009 (\$86,251 CFP + \$19,758 Non-CFP)	\$222,766 (\$153,169 CFP + \$69,597 Non-	\$37,226 CFP	\$24,000 CFP			\$29,300 CFP					\$420,301 (\$330,946 CFP + \$89,355 Non-CFP)
	Capital Fund Program: ND 0140000309 R	Replacement Housing Factor Grant No.	Total Estimated Cost	Original		\$8,165 CFP	\$6,497 CFP	\$220,471 CFP	\$99,101 (\$9,746 CFP + \$89,355 Non-CFP)	\$52,973 CFP	\$0			\$33,094 CFP					\$420,301 (\$330,946 CFP + \$89,355 Non- CFP)
	ind Prop	Housing F	Quantity																
nds	Capital Fu	Replacement	Development	Account Number		1460	1465	1465	1460	1460	1430			1410					
With Non-CFP Funds	Fart 11: Supporting 1 ages with 2000 Contraction Reared Environ & Redevelopment Authority	DO Roy A20 325 Renadivian Farron ND 58102	General Description of Major Work	Catagories		Energy Star Lighting Install	Programmable Thermostats Install	High Efficiency Gas Furnaces Install (Reduced to 40 Units)	Weatherization: (storm & entry doors, and 2 and 4 hedroom energy star windows)	Water Saver Toilets & Low Flow Showerheads (89 Units)	A&EFecs			Administrative					
Dout II. Cur	Fart II: Sul	Faigu Llousling PO Boy A30-3	Development	Number Name/PHA- With A-	Activities									PHA Wide					-

U.S. Department of Housing and Urban Development form HUD-50075.1 (4/2008)

Annual Statement/Performance and Evaluation Report

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

*2 To be completed for the Performance and Evaluation Report

Capital Fund Program Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011

IB No. 2577-0226	kpires 4/30/2011

EXPLICE 4/ 30/ 2011		Federal FFY of Grant:	100% Obligated	Edit Date: 9/21/10													
			T	All Funds Expended (Quarter Ending Date)	Actual Expenditure End	Date											
	gram	POR. ND 58102		All Fund (Quarter I	diture	End Date	9/23/2012	9/23/2012									
	Fund Financing Prog	" PO Rox 430 Fareo, ND 58102		All Fund Obligated (Quarter Ending Date)	tion	End Date	9/21/2010	9/21/2010									
	Schedule for Capita	olownont Anthorit	in tommer unontridoro	All Fund (Quarter E	Original	Obligation End Date	9/23/2010	9/23/2010									
	art III. Imnlementation Schedule for Capital Fund Financing Program	PHA Name:	argo riousing and Neder	Development Number Name/PHA-Wide	Acuviues		ND06P01402	PHA Wide				-					

*1 Obligation and expenditure end dated can only be revised with HUD approval to Section 9j of the U.S. Housing Act of 1937, as amended.

form HUD-50075.1 (4/2008)

⁷Annual Statement/Performance and Evaluation Report

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Capital Fund Program, Capital Fund Program Replacement Housing Factor

Capital Fund Financing Program

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

		Grant Type and Number:	:1	TT I UI OLANIN 7000	
FEIA MAILES	it	Capital Fund Progam Grant No: ND 0140000409 R	VD 0140000409 R	FFY of Grant Approval: 2009	d: 2009
noH ogh	Fargo Housing & Kedevelopinem Autuouty	Replacement Housing Factor Grant No:	t No:	Edit Date: Sept. 21, 2010	, 2010
FO DUX 430, 323	00, 220 LINUARTY 47	Date of CFFP: October 01, 2009	er 01, 2009	Revisio	Revision No. 4
Type of Grant			 X Rovised Annual Statem 	V Bevised Annual Statement, Revision No: Four with Non-CFP Funds	LUU70 ULIIBALEU on-CFP Funds
origin	Original Annual Statement Reserve for Disasters/Emergencies	1	Final Performance	Final Performance and Evaluation Report	
Perfor	Performance and Evaluation Keport for Enging Period	Total Fetin	Total Estimated Cost	Total Acutal Cost	al Cost *1
Line	Summary of Development Account	Cristinal	Revised *2	Obligated	Expended
-		\$110.385	\$110,385	\$110,385	\$0.00
-	1.0131.1101F-CFF F HILUS				
4 6	1400 Uptations (may not states are seen are seen and 1400 hours and Interview and seen and the states are seen as a state state are seen are state are state are seen are state are s				
° <	1410 Managunan unprovension	\$38,461	\$40,883	\$40,883	\$16,386,17
+ v	1410 Auditumentation (and several s				
, v	1.115 Tionidated Damages				
		\$0	\$32,000	\$32,000	\$19,018.21
	1430 Fock allth Costs				
» °	1440 Site Auquisitout 1450 Site Improvement				
. <u>c</u>	1460 Dwelling Structures	2000 967	\$247,908	\$247,908	\$60,731.00
¥ ŧ		44.70.400	000 DAD	\$88.042	\$88.041.76
11	1465.1 Dwelling Equipment-Nonexpendable	\$169,405	400°047		
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities *4				
18 a	1501 Collaterization or Debt Service paid by the PHA				
18 b	9000 Collateralization of Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)		4 100 004	2C0 0UV#	¢184177.14
20	Amount of Annual Grant: (sum of lines 2 – 19)	\$408,833	\$408,833	cco/on+¢	1
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security - Hard Costs				
25	d to Hnergy Conservation Measures	Samature of Dublic Housing Director	Housing Director	Date	te
ionatur	Signature of Freditive Director	Digriduate of Farme	Street of the st		

form HUD-50075.1 (4/2008)

*2 To be completed for the Performance and Evaluation Report or a Revised Amual Statement.
 *3 PHAs with under 250 units in management may use 100% of FP Grants for operation.
 *4 RHF funds shall be included here.

*1 To be completed for the Performance and Evaluation Report.

Capital Fund Program, and Capital Fund Program Replacement Housing Factor and

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OMB No. 2577-0226

Office of Public and Indian Housing

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Supporting Pages With Nun-CFP Funds Sing & Redevelopment Authority Capital Fund Program: ND 0140000409 R Edit Date: 0.325 Broudway, Farge, ND 58102 Repenement Housing Stand Gant No. Total Estimated Cost Total Actual Obst rise Catagories Association Total Estimated Cost Total Actual Obst Total Actual Obst rise Catagories Association Total Estimated Cost Total Actual Obst Total Actual Obst rise Catagories Association Total Estimated Cost Total Estimated Cost Total Actual Obst rise Catagories Association Station Carp	Non-CFP Funds Edit Date: Cond-CFP Funds Edit Date: 102 Replacement Housing Factor Geant No. Total Estimated Cost Total Estimated Cost figor Work Development Housing Factor Geant No. Total Estimated Cost Total Estimated Cost figor Work Development Housing Factor Geant No. Original Revised *1 Prands Obligated figor Work Development Number Original Revised *1 Prands Obligated Prands Obligated 1460 \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$0 CEP 1460 \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$0 CEP \$\$0 CEP 1460 \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$0 CEP 1460 \$\$1,00 CEP \$\$1,00 CEP \$\$1,00 CEP \$\$0 CEP \$\$0 CEP 1460 \$\$1,00 CEP \$\$1,100 CEP \$\$1,000 CEP \$\$0 CEP \$\$0 CEP 1460 \$\$1,05,050 CEP \$\$1,000 CEP \$\$1,000 CEP \$\$0 CEP \$\$0 CEP 1460 \$\$1,400 CEP \$\$1,000 CE	Non-CFP Funds Edit Date: 9 102 Replacement Housing Eacor Grant No. Total Estimated Cost Total Estimated Cost Total Estimated Cost Total Estimated Cost State 9 102 Replacement Housing Eacor Grant No. Derelopment Quality Eacor Grant No. Total Estimated Cost Total Estimated Cost Total Estimated Cost State 9 103 Derelopment Quality Eacor Grant No. State State State 9 <	Capital Fund	Capital Fund Financing Program	e					Expires	OMB No. 257/2020 Expires 4/30/2011	0770-1/
ID2 Capital Fund Program: ND 01400000409 R Eath Date: figor Work Development Total Estimated Cost Total Estimated Cost Total Cost figor Work Development Quiginal Revised *1 Funds Obligated Finds Expended Account Number Original Revised *1 Funds Obligated Finds Expended 1460 \$7,100 CEP \$10,00 CEP \$10,00 CEP \$10,00 CEP \$2,000 CEP 1460 \$53,000 CEP \$10,00 CEP \$10,00 CEP \$10,00 CEP \$2,000 CEP 1460 \$106,325 CEF \$10,00 CEP \$10,00 CEP \$10,00 CEP \$0,00 CEP 1460 \$106,325 CEF \$10,00 CEP \$10,00 CEP \$10,00 CEP \$0,00 CEP 1460 \$1140 \$12,12,42 (\$10,857 \$10,553 (\$11,468 \$0,00 CEP \$0,00 CEP 1460 \$131,324 CEP \$10,00 CEP \$10,00 CEP \$10,00 CEP \$0,00 CEP 1460 \$1141,00 \$114,00 \$114,00 \$114,00 \$114,00 \$10,00 CEP 1460 \$1490 \$11430		Capital Fund Program: ND 01400000409 R Eaft Date: IO2 Replacement Housing Factor Grant No. Total Estimated Cost Total Estimated Cost Total Actual Cost fight Work Development Housing Factor Grant No. 0riginal Revised *1 Provide *2 fight Work Development Housing Factor Grant No. 0riginal Revised *1 Provide *2 intell 1460 \$1000 GrP \$1000 GrP \$1000 GrP \$1000 GrP \$00 GrP intell 1460 \$106,325 GrP \$81,000 GrP \$10,000 GrP \$10,000 GrP \$00 GrP intell 1460 \$106,325 GrP \$81,000 GrP \$10,000 GrP \$10,000 GrP \$10,000 GrP \$00 GrP intell 1460 \$11,000 GrP \$116,000 GrP \$116,000 GrP \$116,000 GrP \$10,000 GrP \$10,000 GrP \$20,300 GrP	Dart II. Sm	nnortino Pages	With Non-CFP Func	ls						0100100
102 Replacement Housing Eactor Grant No. fight Work Development Quality Total Estimated Cost Total Actual Cost Associationment Quality Total Estimated Cost Total Actual Cost Standa Support fight Work Associationment Ortiginal Revised *1 Fmids Expended *2 Associationment Station Corp \$1,000 CPP \$1,000 CPP \$1,000 CPP \$2,000 CPP 1460 \$1,460 \$1,600 CPP \$1,000 CPP \$1,67,700.6 \$85,041.76 CPP \$2,000 CPP 1460 \$1,665 255 CBF \$1,65,720.76 \$1,65,720.76 \$85,041.76 CPP \$0,000 CPP	IO2 Replacement Housing Factor Grant No. figlor Work Development Current Housing Factor Grant No. figlor Work Development Current Housing Factor Grant No. Account Number Original Revised *1 Finnds Obligated Finnds Dispended 1460 St.Ji00.GPP S1,000.GPP S1,000.GPP S1,000.GPP *2 1460 S1,000.GPP S1,000.GPP S1,67,20.76 S16,67,20.76 \$50,01.76 GPP 1460 S166,325.GPF S1,67,20.76 S16,67,20.76 S16,67,20.76 \$50,01.76 GPP 1400 S12,12,42 S10,857 S16,520.76 S16,572.076 S16,672.76 S16,672.77 1400 S12,12,42 S10,857 S16,520.76 S16,700.76 S16,700.76 1400 S12,12,42 S10,857 S16,520.76 S16,166.17 S0,027 1400 S12,12,42 S10,30.76 S12,210.07 S12,210.07 S0,027 1400 S12,12,42 S10,30.76 S12,210.07 S10,221.9 S0,027 1400 S14,176 <	102 Replacement Housing Factor Grant No. Total Actual Cost Total Actual Cost figlor Work Zewolepnent Current Housing Factor Grant No. Total Estimated Cost *2 figlor Work Account Number Original Revised *1 Fmuds Expended *2 indo 57,100 CFP 51,000 CFP 51,000 CFP 51,000 CFP 50,000 CFP \$0,000 CFP	Faron Honsing	r & Redevelopment	Authority	Capital Fun	d Progra	am: ND 0140000	00409 R	* -	Edit Date:	0T/TZ/6
Work Development Quantity Total Estimated Cost Total Actual Cost Account Number Original Revised *1 Funds Obligated Funds Obligated Funds Obligated 1460 \$7,100 CFP \$1,000 CFP \$1,000 CFP \$1,000 CFP \$0 CFP \$0 CFP 1465 \$5,100 CFP \$1,000 CFP \$1,000 CFP \$1,000 CFP \$0 CFP	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	Work Development Quality Total Estimated Cost Total Actual Cost Account Number Original Revised *1 Pmds Obligated Finuds Expended 1460 \$\$1,100 CFP \$\$1,000 CFP \$\$1,000 CFP \$\$0,000 CFP \$\$0,000 CFP 1460 \$\$1,100 CFP \$\$1,600 CFP \$\$1,600 CFP \$\$0,000 CFP <t< td=""><td>PO BAY 430</td><td>325 Broadway Farec</td><td>, ND 58102</td><td>Replacement Ho</td><td>ousing Fact</td><td>or Grant No.</td><td>•</td><td></td><td></td><td>• • • • • • • • • • • • • • • • • • • •</td></t<>	PO BAY 430	325 Broadway Farec	, ND 58102	Replacement Ho	ousing Fact	or Grant No.	•			• • • • • • • • • • • • • • • • • • • •
CatagoriesAccount NumberOriginalRevised *1Trunds ObligatedFunds ExpendedDacegy Star Lighting Install1460\$7,100 GPP\$1,000 GPP\$1,000 GPP\$9,000 GPP\$1,000 GPP\$	CatagoriesAcount NumberCriginalRevised 1 Punds ObligatedPunds DbygatedDergy Star Lighting Itabil1460 $51,100$ CFP $51,000$ CFP $51,000$ CFP 90 CFPDergy Star Lighting Itabil1460 $51,100$ CFP $51,000$ CFP $58,001,50$ CFP 90 CFPDergy Star Lighting Itabil1465 $51,000$ CFP $51,000$ CFP $58,001,50$ CFP 90 CFPUsedinersine intell (90 Dink)1465 $51,000$ CFP $51,000$ CFP $58,001,50$ CFP $88,001,50$ CFPUsedinersine intell (90 Dink)1465 $51,000$ CFP $51,000$ CFP $58,001,50$ CFP $88,001,50$ CFPUsedinersine intell (90 Dink)1465 $51,010,57$ $51,55,05$ $51,55,55$ <	Catagories Account Number Original Revised *1 Prands Obligated Funds Expanded Energy Star Lighting Install 1460 87,100 GEP 81,000 GEP 81,000 GEP 90 GEP *2 Energy Star Lighting Install 1465 83,000 GEP 81,000 GEP 81,000 GEP 80,001 GEP 90 GEP	Development	General Descri	iption of Major Work	Development	Quantity	Total Estim	ated Cost	Total Ac	ctual Cost	Status of Work
Diservey Start Lighting install 1460 \$1,000 CFP \$1,000 CFP \$0,07P	Phenery Star Lighting Install 1460 \$ \$7,100 CPP \$1,000 CPP \$1,000 CPP \$1,000 CPP \$1,000 CPP \$0 CPP \$ Programmable Thermostats Install 1465 \$ \$3,000 CPP \$16,6720.76 \$16,720.76	Phone S1,000 CFP S0,000 CFP </td <td>Number Name/PHA-Wide Activities</td> <td>-</td> <td>atagories</td> <td>Account Number</td> <td>.</td> <td>Original</td> <td></td> <td>Funds Obligated *2</td> <td>Funds Expended *2</td> <td></td>	Number Name/PHA-Wide Activities	-	atagories	Account Number	.	Original		Funds Obligated *2	Funds Expended *2	
Distribution 1460 \$1,190 CFP \$1,000 CFP \$1,000 CFP \$1,000 CFP \$5,000 CFP<	Disergy Star Lighting install 1460 87.100 CFP 81.0.00 CFP 81.0.00 CFP 80.00	Phenergy Start Lighting Intatil 1460 \$1,5,00 GFP \$1,00 GFP \$0,00 GFP \$1,05,23.0 GFP \$1,05,23.0 GFP \$25,000 GFP \$26,000 GFP \$25,000 GFP \$26,000 GFP \$20,000 GFP	A divition for				ľ					
Programmable Thermotatis Intell 1465 \$3,060 GEP \$\$16,720.76 \$\$16,720.76 \$\$80,01.76 GEP \$\$\$80,01.76 GEP \$\$\$80,01.76 GEP \$	Programmable Thermostrets Install 1465 83,06,735 GF \$16,720.16 \$16,720.16 \$88,041.16 GF+ \$80,041.16 GF+ \$80,041.16 GF+ \$80,041.16 GF+ \$80,041.	The programmand of Thermoential Install 1465 53,000 CEP \$116,720,16 \$116,720,16 \$186,176 CEP \$116,720,16 \$186,176 CEP \$116,720,16 \$186,176 CEP \$116,720,16 \$186,116 CEP \$116,720,16 <t< td=""><td>10T SANTA HOL</td><td>I Enerov Star Lighting Inst</td><td>all</td><td>1460</td><td></td><td>\$7,190 CFP</td><td>\$1,000 CFP</td><td>\$1,000 CFP</td><td>\$0 CHP</td><td></td></t<>	10T SANTA HOL	I Enerov Star Lighting Inst	all	1460		\$7,190 CFP	\$1,000 CFP	\$1,000 CFP	\$0 CHP	
Hubble Indicatory Gas Nameses fractal (0 Units) 1465 $$16,325$ GFP $$16,520.76$ $$16,520.76$ $$81,67.20.76$ $$83,641.76$ GFP Weatherization: (144, 14-5 & 14-7 storin & entry doors) 1460 $$121,242$ (\$10,857 \$10,5305 (\$11,4638 \$10,5305 (\$11,4638 \$10,5305 \$10,5438 \$10,5305 \$10,5438 \$10,5488	Hydromenon Huston Stack720.76 Stack720.76 Stack70.46 Stack40.46 Stack40.4	Hold Teles Stick 720.76 Stick 720.76 <t< td=""><td></td><td>Decommable Thermost</td><td>ate Install</td><td>1465</td><td></td><td>\$3,080 CFP</td><td></td><td></td><td></td><td></td></t<>		Decommable Thermost	ate Install	1465		\$3,080 CFP				
Weatherization: (14.4, 14-5 & 14.7 from & entry doors) (14.0) (12.12.12.13 (51.0355) Nor- CEP + \$11.0355) Nor- CEP + \$11.0355 Nor- CEP + \$11.0355 Nor- CEP + \$11.0355 Nor- CEP + \$11.0355 Nor- CEP + \$1.0355 Nor- CEP + \$1.219 CFP \$12.219 CFP \$0.0757 Nor- CEP + \$12.219 CFP \$0.0751 OCFP \$0.0752 OCFP	Weatherization: (144, 14-5 & 14-7 storm & entry doors) 1460 3121,242 (310,857) (316,356) (314,669) (30, GFP + \$0) Water Sever Toilest & Low Flow Showeheats (92 Units) 1460 \$ \$26300 GFP \$ \$12,210 GFP \$ \$12,210 GFP \$ \$12,210 GFP \$ \$6,771,00 GFP \$ \$ \$6,771,00 GFP \$ \$ \$6,771,00 GFP \$ \$ \$ \$6,771,00 GFP \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Weatherization: (144, 145, 8, 147) storm & entry doors storm & storm & storm & entry doors storm & storm & storm & storm & storm & storm & store &		High Efficiency Gas Furnaces	: Install (40 Units)	1465		\$166,325 CFP	\$116,720.76 (\$88,041.76 CFP + \$28.679 Non-CFP)	\$116,720.76 (\$88,041.76 CFP + \$28,679 Non-CFP)	\$88,041.76 CFP	ſ
Water Sever Toilets & Low Flow Showerheads (32 Units) 1460 \$49,300 CFP \$12,219 CFP \$12,219 CFP \$0 CFP	Water Swort Tollets & Low Flow Showrheads (92 Units) 1460 \$49,300 GFP \$12,19 GFP \$10,000 GFP \$12,100 GFP \$60,771.00 GFP \$50,771.00 GFP \$51,771.00 GFP \$51,971.00 GFP \$51,971.00 GFP	Water Siner Toilate & Low Flow Showrtheads (92 Units) 1400 \$40,300 GFP \$12,210 GFP \$10,000 GFP \$10,000 GFP \$60,731,00 GFP \$51,00 GFP \$50,000 GFP \$50,000 GFP \$50,731,00 GFP \$60,731,00 GFP \$50,731,00 GFP \$60,731,00 GFP \$50,731,00 GFP \$51,21,00 GFP \$51,21,21,00 GFP \$51,21,21,00 GFP \$51,21,21,00 GFP \$51,21,21,21,00 GFP \$51,21,21,21,00 GFP \$51,21,21,21,21,00 GFP \$51,21,21,21,21,21,21,21,21,21,21,21,21,21		Weatherization; (14-4, 1 and 14-7 energy star win	4-5 & 14-7 storm & entry doors dows)	1460		\$121,242 (\$10,857 CFP + \$110,385 Non- CFP)	\$196,395 (\$114,689 CFP + \$81,706 Non- CFP)	\$196,395 (\$114,689 CFP + \$81,706 Non- CFP)	No	
Matt start start after start windows installation (34 Units) 1460 \$133,620 CFP \$120,000 CFP \$60,731,00 CFP \$60,732,00 CFP \$60,732,00 CFP \$60,732,00 CFP \$60,732,00 CFP \$60,732,00 CFP \$60,732,00 CFP \$60,772,00 CFP \$60,772,00 CFP \$60,772,00 CFP \$60,772,00 CFP \$60,772,0	Water Sarer 1 outen & Low	Mater Stare routes at LWY Indows Installation (54 Units) 1460 \$133,620 CEP \$120,000 CEP \$60,731,00 CEP \$61,773,71 CEP \$21,773,41 CEP \$16,763,723 CEP \$16,863,777 CEP \$16,863,777 CEP \$16,863,771,40 CEP \$16,863,771,40 CEP \$16,863,717,40 CEP \$16,863,732 CEP \$16,863,232 CEP \$16,863,232 CEP \$16,863,232 CEP \$16,863,217,24 CEP \$16,863,217,24 CEP \$16,863,217,64 CEP \$16,968,833 CEP \$16,968,833 CEP \$16,968,833 CEP \$16,968,833 CEP \$16,968,833 CEP \$16,968,833 CEP \$16,908,803 CEP \$16,918,810 CEP \$16,		1 mm - 2 mm - 1 - 2 mm - 1	Trlans Charmerhoods (00 T Thite)	1460		\$49,300 CFP	\$12,219 CFP	\$12,219 CFP	\$0 CFP	
Datage of an written mean of the state	Differ S1 S22,000 CFP S21,215.71 CFP S21,215.71 CFP $A \& B.Fres$ 1430 \$0 \$52,000 CFP \$21,215.71 CFP \$11,215.71 CFP $A \& B.Fres$ 1410 \$38,461 CFP \$40,883 CFP \$16,166.17 CFP \$16,166.17 CFP Administrative 1410 \$38,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$38,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$338,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$338,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$338,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$338,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,186.17 CFP Administrative 1410 \$338,461 CFP \$40,883 CFP \$16,186.17 CFP \$16,177.14 CFP Administrative 140,882 CFP \$510,218 \$40,082 CFP \$51	Date By Old Date By Old S0 S32,000 CEP S12,171 CFP S12,171 CFP S12,175 TI CFP S14,058 TI CFP S14,048 TI CFP S1		Water Saver 1 ottels & Low	ctothetics (54 T Inits)	1460		\$133,620 CFP	\$120,000 CFP	\$120,000 CFP	\$60,731.00 CFP	50.6%
A&B Fees 1430 \$0 \$32,000 GFP \$32,000 GFP \$32,000 CFP \$21,275.71 GFP A&B Fees 1410 \$38,461 GFP \$40,883 CFP \$40,883 CFP \$16,186.17 CFP Administrative 1410 \$38,461 GFP \$40,883 CFP \$40,883 CFP \$16,186.17 CFP Administrative 1 1 1 1 1 1 Administrative 1 1 1 <		A&E Frees 1430 50 \$32,000 CFP \$22,000 CFP \$21,275.71 CFP Administrative 1410 \$33,461 CFP \$40,883 CFP \$40,883 CFP \$16,17 CFP Administrative 1410 \$33,461 CFP \$40,883 CFP \$40,883 CFP \$16,167 FP Administrative 1 1 1 1 1 1 1 Administrative 1 1 1 \$33,461 CFP \$40,883 CFP \$16,186,17 CFP \$40,883 CFP \$16,186,17 CFP Administrative 1		EIRERY DIAL WITHHAWS IN								
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I410 \$33,461 CFP \$40,833 CFP \$40,833 CFP \$16,186.17 CFP Administrative 1410 \$33,461 CFP \$40,833 CFP \$16,186.17 CFP Administrative 1410 \$33,461 CFP \$40,833 CFP \$16,186.17 CFP Administrative 1410 $510,218$ \$40,833 CFP \$16,186.17 CFP Administrative 1410 140 140 140 140 Administrative 1410 140 140 140 140 140 Administrative 140 110	Administrative 1410 $$33,461$ CFP $$40,883$ CFP $$40,883$ CFP $$16,186.17$ CFP Administrative 1 1 $$100$ $$33,461$ CFP $$540,883$ CFP $$516,186.17$ CFP $$16,176.17$ Administrative 1 1 $$100$ 1 $$100$ $$160,176$ $$16,176.17$ Administrative 1 1 $$100,176.17$ $$100$	Administrative 1410 583,461 CFP \$40,883 CFP \$16,186.17 CFP Administrative 1410 533,461 CFP \$40,883 CFP \$16,186.17 CFP Administrative 1 1 1 1 1 Administrative 1 1 1 1 1 Administrative 1 1 1 1 1 1 Administrative 1<		AWDFCCS								
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\$519,218 \$406,833 \$519,218 \$519,218 \$184,177.14 \$519,218 \$406,833 \$519,218 \$519,218 \$184,177.14 CFP \$110,335 Non-CFP) \$110,335 Non-CFP) \$110,335 Non-CFP) \$0 Non-CFP)	519,218 \$519,218 \$519,218 \$184,177.14 519,218 \$519,218 \$10,385 \$10,385 519,218 \$110,385 \$110,385 \$10,000-CFP	*1 To he completed for the Performance and Evaluation Report or a Revised Annual Statement *1 To he completed for the Performance and Evaluation Report or a Revised Annual Statement \$110,385 Non-CFP) \$110,385 Non-CFP) \$0 Non-CFP)										
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			ι υ τ τ τ			- 049 × 3 m/		\$519,218 (\$408,833 CFP + \$110,385 Non- CFP)	\$519,218 (\$408,833 CFP + \$110,385 Non-CFP)	\$519,218 (\$408,833 CFP + \$110,385 Non-CFP)	\$184,177.14 (\$184,177.14 CFP + \$0 Non-CFP)	

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Annual Statement/Performance and Evaluation Report

 $\star 2\,$ To be completed for the Performance and Evaluation Report

U.S. Department of Housing and Urban Development form HUD-50075.1 (4/2008)

Capital Fund Program Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011

vart III: Implementation Schedule for Capital	Schedule for Capit	al Fund Financing Program	rogram	•		
DHA Name.					Federal FFY of Grant:	
Fargo Housing and Redevelopment Authority	relopment Authori		PO Box 430, Fargo, ND 58102			
Development Number	All Fund	lig	All Fund	All Funds Expended	100% Obligated	
Name/PHA-Wide	(Quarter Endir	nding Date)	(Quarter E	(Quarter Ending Date)	Edit Date; 9/21/10	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Obligation Original Expenditure Actual Expenditure End End Date End Date Date		
ND06P01404	9/23/2010	9/21/2010	9/23/2012			
PHA Wide	9/23/2010	9/21/2010	9/23/2012			- 1-
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*1 Obligation and expenditure end dated can only be revised with HUD approval to Section 9] of the U.S. Housing Act of 1937, as amended.

form HUD-50075.1 (4/2008)

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PHA Name:	Vame	IA Name: Econo Louising and Dodevelonment Authority		Grant Type and Number: Capital Fund Program Grant No:	ND06P014501-08	FFY of Grant Approved:
	n an	PO Rox 430, 325 Broadway. Fargo, ND 58107		Ε	Replacement Grant No.	Revision No. 8
	Iniginal	s	Sevised Annual Statement - Revision No.	CF 2008, Rev. No. 8 ND 014	ND 014 Date: 08/09/2007	
ů	erform	Report for Period Ending:	Final Performance and Evaluation Report	Date: February 3, 2010	Activities for Year. 2009	1-1
Line No.	L	Summary by Development Account	Total Estin Original	otal Estimated Cost Revised	Obligated Obligated	ual cost Expended
-		Total Non-CFP Funds				
2		1406 Operations (may not exceed 10% of line 16)	91,569	6,000	6,000	6,000
3	_	1408 Management Improvements Soft Costs				
4	-	1410 Administration	16,500	91,569	91,569	91,569
с Г		1411 Audit				
9 0		1415 Liquidated Damages				
2	-	1430 Fees and Costs	12,000	94,000	68,536	68,536
8		1440 Site Acquisition				
6		1450 Site Improvement				
9	+	1460 Dwelling Structures	744,628	674,628	607,451	358,614
÷	+	1465.1 Dwelling Equipment-Nonexpendable	29,500	33,000	33,000	33,000
12	-	1470 Nondwelling Structures				
13		1475 Nondwelling Equipment	21,500	16,500	15,689	15,689
4		1485 Demolition				
35		1490 Replacement Reserve				
16	+	1492 Moving to Work Demolition				a da
1		1495.1 Relocation Cost				
8		1499 Development Activities				
6	-	1501 Collaterization or Debt Service				
20		1502 Contingency				
3		Amount of Annual Grant (Sum of lines 2-14)	915,697	915,697	822,245	573,408
ដ	-	Amount of line 21 Related to LBP Activities				
53	· · ·	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				
Forms	s soft	Forms software only Copyright @ 1996 HAB INC. All rights reserved	Page 1 of 47			

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CAPITAL FUND PROGRAM

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Fargo Housing and Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58107 Development Number Caeneral Description of Major Work Acc Name/HA Wide Caeneral Description of Major Work Acc Activities Activities Activities Appliances Categories 14 Activities for Year: Appliances 14	Car	Canital Fund Proc CE 2008					
General Description of Major Work Categories Hallway Rehab.	Ret	placement Housir	ctor Grant No.	ND06P014501-08 Replacement Grant No.		Revision No. 8	
General Description of Major Work Categories Hallway Rehab. : Rehab.	Development		Total Estimated Costs	ated Costs	Total Act	Total Actual Cost	Status
Categories Hallway Rehab. : Rehab.	Account	Quantity			Funds	Funds	of Work
Hallway Rehab. . Rehab.	Number		Original	Revised	Obligated	Expended	
. Rehab.	1460		6,000	30,929	30,929	30,929	
	1460		12,000	2,725	2,725	2,725	
	1465.1		4,500	4,137	4,137	4,137	
2000 Penthouse Sealing	1460		1,500	1,500	1,500	1,500	
ants	1460		40,000	5,725	5,725	5,725	
	1460		36,000	105,000	78,500	78,500	
uinment	1475		500	500	500	500	
ţ	1460		15,000	100	100	100	
	1465.1			17,205	17,205	17,205	
ND06P01402 Apartment/Haliway Rehab.	1460		4,500	15,317	15,317	15,317	
Closet Doors	1460		70,000	248,837	248,837		
ooring	1460		3,500	2,879	2,879	2,879	
· · · · ·	1465.1		4,500	6,837	6,837	6,837	
provements	1460		25,500	10,650	10,650	10,650	
	1460		40,000	40,000	40,000	40,000	
uipment	1475		1,000	1,000	1,000	1,000	
	1460		13 800	13 RND	13 800	13 800	
			000'01			001	
Appliances 140	1465.1		6,500	009	nne	nnc	
Walkway/Driveway Rehab.	1460		12,000	5,679	5,679	5,679	
	1460		1,500	200	500	500	
ents	1460		15,000	15,000	15,000	15,000	
	1460		179,660	141,801	108,333	108,333	
uipment	1475		19,500	14,500	13,689	13,689	
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Annual Statement/Performance and Evaluation Report

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

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PHA Name: Pargo Housing and Redevelopment Authority Portion 2015 Proceedings Econo ND 5540	PHA Name: Fargo Housing and Redevelopment Authority DO Do Loto 2010 2010 2010 100 100 100 100 100 100		Grant Type and Number: Capital Fund Proc CF 2008 Renlacement Housing Fac	lumber: CF 2008 sino Factor Grant No.	rant Type and Number: apital Fund Prog of 2008 measment Housion Stator Grant No. Replacement Grant No.		FFY of Grant Approved Revision No. 8	
		-		Tatal Cati	Cotod Casta	Total Actual Pact	iol Coct	Ctatue
Development Number		Development		I OLAI ESUI	I OIGI ESUIIALEU COSIS	ו חומו ערוי		Cialus
Name/HA Wide	Name/HA Wide General Description of Major Work	Account	Quantity			Funds	Funds	of Work

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

		Development		Total Estim	Total Estimated Costs	Total Actual Cost	ial Cost	Status
Development	Description of Work Items	Account	Quantity			Funds	Funds	of Work
Number		Number		Original	Revised	Obligated	Expended	
ND06P01404	Flooring	1460		2,500	1,500	892	892	
	Appliances	1465.1		4,500	2,111	2,111	2,111	
	Exterior Improvements	1460		1,000	1,600	500	500	
	Interior Improvements	1460		2,000	2,000	500	500	
	Bathroom Improvements	1460		22,000	3,000	1,000	1,000	
ND06P01405	Flooring	1460		2,500	200	200	200	
-	Appliances	1465.1		4,500	1,014	1,014	1,014	
	Exterior Improvements	1460		1,000	500	500	500	
	Interior Improvements	1460		1,000	500	. 200	500	
	Bathroom Improvements	1460		11,000	500	500	200	
		1460		2 500	1.147	1.147	1.147	
		1465 1		2 500	582	582	582	
	Appliances Etterior Imagenerate	1460		10.000	1.465	1.465	1.465	
		1460		03 418	CU0 8	8 902	8 902	
		1460		18,000	1 667	1 667	1.667	
	Mechanica			000101				
	Lawn Maintenance Equipment	1475		200	009	nne	nne	
ND06P01407	Flooring	1460		3,000	500	500	500	
	Appliances	1465.1		2,500	614	614	614	
	Exterior Improvements	1460		12,250	8,204	8,204	8,204	
	Interior Improvements	1460		18,000	2,500	500	500	
	Playground Improvements	1460		68,500				
		1406		91.569	6.000	6.000	6.000	·
	Operations A & E Fees	1430		12,000	94,000	68,536	68,536	
	Administrativa	1410	-	15.000	90.069	90'06	690'06	
	Administrative Travel	1410		1,500		1,500	1,500	
	-							
	• •		Total:	915,697	915,697	822,245	573,408	
Forms software only Cop	Forms software only Copyright © 1996 HAB INC. All rights reserved							
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It No.	Fargo Housing and Redeveld						Ľ		
Control All Funds Expended All Funds Expended All Funds Expended Descent for Rowend Tarent Ox Remt Control Con		opment Authority				Capital Fund Program Gr Replacement Housing Fac	ND06P014501-08 ctor Grant No.	ND06P014501-08 Replacement Grant No.	Revision North
AVM64 Culturer Ending Date Culturer Ending Date <th>Development</th> <th></th> <th>All Funds Obligated</th> <th></th> <th></th> <th>All Funds Expended</th> <th></th> <th></th> <th></th>	Development		All Funds Obligated			All Funds Expended			
lest Original Revised Antual Original Revised 12231/2010 12331/2010 12331/2010 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2010 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2010 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012 12331/2012 12331/2010 12331/2010 12331/2012 12331/2012	Number/HA Wide		(Quarter Ending Date)			(Quarter Ending Date)		Reasons for Revi	sed Target Dates
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1231/2010 1231/2010 1231/2010 12331/2010 12331/2010 12331/2010 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012 12331/2010 12331/2010 12331/2012	ND06P01401	12/31/2010	12/31/2010		12/31/2012	12/31/2012			
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12/31/2010 12/31/2010 12/31/2010 12/31/20120	ND06P01406	12/31/2010	12/31/2010		12/31/2012	12/31/2012			
	ND06P01407	12/31/2010	12/31/2010		12/31/2012	12/31/2012			
	PHA Wide	12/31/2010	0102/12/21		7107/10/71	7107/10/71			
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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule

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HA Name:		Locality: (City & State)			Original 5-Year Plan
Fargo Housing and Redevelopment Authority	nent Authoritv	Fargo, ND			✓ Revision No.
Development Number/Name/ HA-Wide	Year 1 CF 2008	Work Statement for Year 2 FFY Grant:2009 PHA FFY: 12/31/09	Work Statement for Year 3 FFY Grant:2010 PHA FFY:12/31/10	Work Statement for Year 4 FFY Grant:2011 PHA FFY: 12/31/11	Work Statement for Year 5 FFY Grant:2012 PHA FFY: 12/31/12
		CF 2009	CF 2010	CF 2011	CF 2012
	Acrociat	Activities for Year : 2010	Activities for Year: 2011	Activities for Year: 2012	Activities for Year: 2013
	Statement				
ND06P01401		600,000	600,000	150,500	175,000
ND06P01402		21,628	10,128	310,008	174,500
ND06P01403		142,500	154,000	221,820	212,410
ND06P01404		15,500	3,500	12,300	74,000
ND06P01405		3,500	15,500	18,000	72,800
ND06P01406		4,500	4,500	47,500	38,500
ND06P01407		4,000	4,000	32,500	42,328
ND06P01408					
PHA Wide Activities		124,069	124,069	123,069	126,159
CFP Funds Listed for 5-year planning		915,697	915,697	. 915,697	915,697
Replacement Housing Factor Funds					
Signature of Executive Director & Date:			Signature of Public Housing Directo	Signature of Public Housing Director/Office of Native American Programs Administrator & Date:	is Administrator & Date:

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ND014m01

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

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tion Plan	s for Year : CF 2009
Capital Fund Program Five-Year Action Plan Part II: Supporting Pages Work Activities	Activities for Year : CF 2009
Capital Fund Program Fiv Part II: Supporting Pages Work Activities	Activities for

CF 2008 Date: August 9, 2007 Edit Date: February 3, 2010 ND06P014501-08 C

CF 2008 Year 1		<u>CF 2009</u>		Activities for Year : EEV Grant	: <u>CF 2010</u> + i-12/34/2040	. 55-55
	FFY Grant: PHA FY:	22.5		PHA FY:	6/30/2010	-
	Development Name/Number	Major Work Categories		Davelopment Name/Number	Major Work Categories	Estimated Cost
	ND06P01401	Apartment/Hallway Rehab Flooring Appliances Interior Improvements	 Mark Alexandra Alex 	ND06P01401	Apartment/Hallway Rehab Flooring Appliances Interior Improvements	318,000.00 102,000.00 35,000.00 71,300.00
		Exterior Improvements Resurface Parking Lot New Tractor and Sweeper	33,700.00 40,000.00 26,300.00		Exterior improvements Resurface Parking Lot	40,000.00
ANTINHAR (ND06P01402	Closet Doors Flooring Appliances Service Vehicle Apartment/Hailway Rehab	1,000.00 1,000.00 1,000.00 12,000.00 2,128.00	ND06P01402	Closet Doors Flooring Appliances Appartment/Hallway Rehab Recoat Penthouse	1,000.00 1,000.00 1,000.00 2,128.00 500.00
attenden (Interior Improvements Exterior Improvements	3,500.00		Interior Improvements Exterior Improvements	3,500.00 1,000.00
	NDOBP01403	Flooting Appliances Basement Repair Interior Improvements Exterior Improvements	1,500,00 1,500,00 1,313,500,00 500,00 500,00	ND08F01403	Appliances Appliances Driveway/Sidewalk Replacem Intentor Improvements Exterior Improvements	1,500.00 1,500.00 500.00 150,000.00 500.00 500.00
	ND06P01404	Flooting Applinaces Interior Improvements Exterior Improvements Service Vehicle	1,000,00 500,00 500,00 1,500,00 12,000,00	ND06P01404	Flooring Applinaces Interior Improvements Exterior Improvements	1,000.00 500.00 500.00 1,500.00
	NDOGP01405	Flooting Applinaces Interfor/Improvements Exterior Improvements	500.00 500.00 1,000.00 1,500.00	ND06P01405	Flooring Applinaces Interior Improvements Exterior Vehicle Service Vehicle	500.00 500.00 1,500.00 1,500.00 12,000.00
	ND05P01408	Flooring Appliances Interior Improvements Exterior Improvements	500.00 1,000.00 1,000.00 2,000.00	ND06P01406	Flooring Appliances Interior Improvements Extentior Improvements	500.00 1,000.00 1,000.00 2,000.00
	ND06P01407	Flooting Appliances Interior Improvements Exterior Improvements	1,000,00 500,00 1,500,00 1,000,00	ND06P01407	Flooting Appliances Interior Improvements Exterior Improvements	1,000,00 500,00 1,000,00 1,000,00
	PHA Wide	Operations A & E Fees	91,569.00 13,000.00	PHA Wide	Operations A & E Fees	91,569.00
		Administrative Administrative Travel	18,000.00 1,500.00		Administrative Administrative Travel	15,000.00 1,500.00 1,500.00
		Subtotal of Estimated Cost	915,697.00		Subtotal of Estimated Cost	915,697.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages Work Activities	Activities for Year : CF 2011
Capital Fund Program Five Part II: Supporting Pages Work Activities	Activities for

Date: August 9, 2007 Edit Date: February 3, 2010

Identify Extended Cat Development Extended Cat Development Extended Cat Extended Cat <thextended cat<="" th=""> Extended Cat</thextended>	Jointed Jointed cost	Balance Desired cost consisting consisting Extension Desired cost consisting Desired cost consind Desired cost consisting	Activities for Activities for Year : FFY Grant CF 2008 PHA FY:	r: CE 2011 ht 12/31/2010 Y: 6/30/2010		Activities for Year : <u>CE 2012</u> FFY Grant: 1233120 PHA FY: 6/300201	<u>CF 2012</u> 12/17/2011 6/30/2011	
Automatication Financial Financia	Automateriality (name) 3 0000 Colorisity 3 0000 Colorisity Automatishue	Antionality Antiona	Development Name/Number		Estimated Cost	Development Name/Number		Estimated Cost
Totanga Antimedia Interventing Contribution Contribution Sector Sector Formation Contribution Sector Sector Formation Contribution Formation Contribution Formation Cast Contribution Contribution Contribution Contribution Contribution Contribution Cast Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Cast Contribution Contribution Contribution Contribution Contribution Contribution Contribution Cast Contribution Contribution Contribution Contribution Contribution Contribution Contribution Cast Contribution Contribution Contribution Contribution Contribution Contribution Cast Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution Contribution	Frank 5.000 Group 5.000 Group <th< td=""><td>Freedom (and form) (and form) (a</td><td>ND06P01401</td><td>Apartment/Haltway Rehab</td><td></td><td>ND06P01401</td><td>Apartment/Hallway Rehab</td><td>6,00</td></th<>	Freedom (and form) (and form) (a	ND06P01401	Apartment/Haltway Rehab		ND06P01401	Apartment/Hallway Rehab	6,00
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Catat Doors Fronting Antionity An	Card Coord Fundio Anti- Anti- Strate Anti- Strate Anti-	Cast Dong Fundio Fundio Submotive Fundio F		Interior Improvements Exterior Improvements	45,000.00 65,000.00		Interior Improvements Exterior Improvements	100,000.00 65,000.00
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Applications Interior Improvements source Vehicles 0,0000 5,0000 0,00000 5,0000 0,000010 0,00000 5,0000 0,00000 5,	Anglitudes Introductions Sovies Velicia 4,0000 3,0000	Applications between interventions source vertices 4,0000 5,0000 4,		Basement Repair	10,000.00		Appliances	3,500.00
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Operations 91,568,00 PHA Vide Operations A & E Fees 12,000.00 Administrative A & E Fees Administrative 16,000.00 Administrative Administrative Administrative Travel 1,500.00 Administrative Administrative	Operations 91,560,00 PHA Mide Operations A & E Fees 12,000,00 A Administrative A & E Fees Administrative Travel 1,500,00 Administrative Administrative	Operations 91,588.00 PHA Vide Operations A & E Fees 12,000.00 12,000.00 A & E Fees Administrative Travel 1,500.00 1,500.00 Administrative Travel			20'000'02			
14,000,00 18,000,00 15,00,00 15,00,00 Administrative Administrative	14,000.00 18,000.00 1,500.00 Administrative Administrative Travel	14,000.00 19,000.00 1,500.00 Administrative Administrative	PHA Wide	Operations		PHA Wide	Operations	91,659.00
16,000.00 1,500.00 Administrative Administrative Travel	13.000.00 1.500.00 Administrative Administrative Travel	16.00.00 1,200.00 1,200.00		Spr1 a V			Splux	nnn*e1
				Administrative Administrative Travel	18,000.00 1,500.00		Administrative Administrative Travel	20,000.00

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CA Cal	CAPITAL FUND PROGRAM Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Repl	luation Report Program Replaceme	RAM ormance and Evaluation Report and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary	FP/CFPRHF) Part I:	CF 2009 Summary
PHA Ni Far	PHA Name: Fargo Housing and Redevelopment Authority		Grant Type and Number: Capital Fund Program Grant No: ND06P014501-09 Icentacement Housing Eactor Grant Capital Fund 2009	ND06P014501-09 Capital Fund 2009	FFY of Grant Approved:
김區	ncles	Revised Annual Statement - Revision No.	CF 2009 ND 01	ND 01 Date: 09/09/2009	
	Report for Period Ending:	Final Performance and Evaluation Report	Edit Date:	Activities for Year: 2010	Tetol Active Cost
	Summon by Davidonment Acrititit	Total Estir Original	otal Estimated Cost Revised	Obligated	Expended
	Total Non-CFP				
10		17,471			
6					
4	1410	91,122			
5	1411 Audit				
9	1415 Liquidated Damages		-		
7	1430 Fees and Costs	53,000			
8	1440 Site Acquisition				
6	1450 Site Improvement				
9	1460 Dwelling Structures	657,828			
=	1465.1	63,500			
12	1470 Nondwelling Structures				•
1	_	28,300			
14	1485 Demolition				
15	1490 Replacement Reserve				
16					
4	1495.1 Relocation Cost				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
8	1502 Contingency				
21	Amount of Annual Grant (Sum of lines 2-14)	911,221			
ដ	Amount of line 21 Related to LBP Activities				
8	Amount of line 21 Related to Section 504 Compliance				
54	Amount of line 21 Related to Security - Soft Costs				
25					
26	26 Amount of line 21 Related to Energy Conservation Measures				

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Part II: Supporting Pages	Part II: Supporting Pages	,						
PHA Name: Fargo Housing and I DO Rov 430 325 Br	HA Name: . Fargo Housing and Redevelopment Authority DO Rov 430, 325 Broadwav, Farno NID, 58107		Grant Type and Number: Capital Fund Prog cF 2009 Replacement Housing Factor Grant No.	: ctor Grant No.	ND06P014501-09 Capital Fund 2009		FFY of Grant Approved:	ţ;
Development Nimher		Development		Total Estimated Costs	led Costs	Total Ac	Total Actual Cost	Status
Name/HA Wide	General Description of Major Work	Account	Quantity			Funds	Funds	of Work
Activities	Categories	Number		Original	Revised	Obligated	Expended	
ND06P01401	Apartment/Haltway Rehab.	1460		5,000				
	Parking Lot Rehab.	1460		5,500				
	Appliances	1465.1		4,500				
	Penthouse Sealing	1460		1,500				
	Exterior Improvements	1460		20,000				
	Interior Improvements	1460		36,000				
	HVAC Improvements	1465		6,500				
	Lawn Maintenance Equipment	1475		500				
	Electrical Service Improvements	1460		7,500				
NIDORP01402	Apartment/Hallway Rehab.	1460		4,500				
	Closet Doors	1460		70,000				
	Apartment Flooring	1460		3,500				
	Appliances	1465.1		4,500				
	Exterior Improvements	1460		11,000				
	Interior Improvements	1460		40,000				
	HVAC Improvements	1465		10,000				
	Lawn Maintenance Equipment	1475		1,000				
	Carpet Cleaning Equipment	1475		6,800				
ND06P01403	Flooring	1460		23,500				
	Appliances	1465.1		6,500				
	Walkwav/Drivewav Rehab.	1460		12,000				
	Basement Repairs	1460		1,500				
	Exterior Improvements	1460		45,000				
	Interior Improvements	1460		149,660				
	Lawn Maintenance Equipment	1475		19,500				

Annual Statement/Performance and Evaluation Report

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

								I
PHA Name: Fargo Housing and Re	HA Name: Fargo Housing and Redevelopment Authority DO Do 430, 356 Broadway, Farno NID, 583107		Grant Type and Number: Capital Fund Proc CF 2009 Replacement Housing Fact	stant Type and Number: Lapital Fund Proc CF 2009 NDC6F014501-09 Leptacement Housing Factor Grant No. Capital Fund 2009	ND06P014501-09 Capital Fund 2009		FFY of Grant Approved:	
F.O. DOX 4300, 323 DIOR		Development		Total Estin	Total Estimated Costs	Total Ac	Total Actual Cost	Status
Name/HA Wide	General Description of Major Work	Account	Quantity			Funds	Funds	of Work
Annual Stateme	Annual Statement/Performance and Evaluation Report							

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages

		Development		Total Estimated Costs	led Costs	Total Act	Total Actual Cost	Status
Development	Description of Work Items	Account	Quantity			Funds	Funds	of Work
Nimher	-	Number		Original	Revised	Obligated	Expended	
ND06P01404	Flooring	1460		8,500				
	Annliances	1465.1		4,500				
	Exterior Improvements	1460		8,500				
	Interior Improvements	1460		12,000				
	Bathroom Improvements	1460		40,000		-		
ND06P01405	Flooring	1460		2,500				
	Appliances	1465.1		4,500				
	Exterior Improvements	1460		1,000				
	Interior Improvements	1460		1,000				
	Bathroom Improvements	1460		11,000				
				•				
ND06P01406	Flooring	1460		12,500				
	Amliances	1465.1		2,500				
	Evterior Improvements	1460		66,668			ā.	
	Interior Improventions	1460		20.000				
		1465		16.500				
		1175		500				
	Lawn Maintenance Equipment	5		200				
		1460		3.000				
NDU0PU14U/				2 500				
	Appliances	1400.1		000.0				
	Exterior Improvements	1460		5,000				
	Interior Improvements	1460	_	10,000				
	Plavaround Improvements	1460		20,000				
PHA Wide	Onerations	1406		17,471				
	A & E Fees	1430		53,000				
	Administrative	1410		89,622				
	Administrative Travel	1410		1,500				
			Total:	911,221				
Forms software only cop	Forms software only Copynght @ 1996 HAB INC. All ngnts reserved			Dana 2 of 40				

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Part III: Implementation Schedule	ation Schedule							N
PHA Name: Earro Housing and Redevelonment Authority	onment Authority				Grant Type and Number: Capital Fund Program Grant No:	er: ant No:	ND06P014501-09	FFY of Grant AppGoved
PO Box 430, 325 Broadway, Fargo, ND 58107	Fargo, ND 58107				Replacement Housing Factor Grant No.	actor Grant No.		n01
Development		All Funds Obligated			All Funds Expended			
Number/HA Wide		(Quarter Ending Date)			(Quarter Ending Date)		Reasons for Revised Target Dates	et Dates
Activities	Original	Revised	Actual	Original	Revised	Actual		
ND06P01401	09/15/2009		09/14/2011	09/14/2013				
ND06P01402	09/15/2009		09/14/2011	09/14/2013				
ND06P01403	09/15/2009		09/14/2011	09/14/2013				
ND06P01404	09/15/2009		09/14/2011	09/14/2013				
ND06P01405	09/15/2009		09/14/2011	09/14/2013				
ND06P01406	09/15/2009		09/14/2011	09/14/2013				
ND06P01407	09/15/2009		09/14/2011	09/14/2013				
PHA Wide	09/15/2009		09/14/2011	09/14/2013				
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HA Name:		Locality: (City & State)			Criginal S-Year Plan Revision No:
Eardo Housing and Redevelopment Authority	ent Authority	Fargo, ND		Werk Statement for Vear 1	Work Statement for Year 5
Development Number/Name/	Year 1	or Year 2	t tor Year 3	5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	FFY Grant 2012
HA-Wide	CF 2008	PHA FFY: 12/31/09	PHA FFY312/31/10	11/10/7	
		CF 2010	CF 2011	CF/2012	CF 2013
		fear: 2011	Activities for Year: 2012	or Year: 2013	Activities for Year. 2014
	Statiennent			· · · · ·	<u>.</u>
		152.828	142,828	175,000	150,500
:ND06P01407		2102500	178,500	174,500	310,008
		165 500	165:500	-	178,820
ND06P01403				est a .	12,300
		36.300			18;000
		39.500		38,500	47,500
.ND06P01406		71,100			32,500
NDU0PU14U/					
PHA Wide Activities		161,493	161,593	161,593	161,593
CFP Funds Listed for		911,221	911,221	911,221	911,221
D-year plaining					
Replacement Housing					
Factor Funds Signature of Everytive Director & Date:			Signature of Public Housing Direct	Signature of Public Housing Director/Office of Native American Programs Administrator & Date:	ns Administrator & Date:

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2/3/1/2010: 5/30/2011 Major Work Major Work Categories
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Flooring: 4,500.00 ND06P01406: Flooring: Appliances: 3,000.00 5,000.00 Appliances: Appliances: 3,000.00 5,500.00 Flooring: Flooring: 2,500.00 5,500.00 Flooring: Flooring: 4,000.00 10,500.00 Hater Improvements: Appliances: 15,500.00 10,000.00 Extended improvements: Appliances: 10,000.00 2,500.00 Extended improvements: Appliances: 11,1000.000 Extended improvements: Appliances: 11,1000.000 Extended improvements: Appliances: 11,1000.000 Extended improvements: Appliances: 11,000.000 Extended improvements:			· · · · · · · · · · · · · · · · · · ·	:	170 			
Appliances: 3,00000 Appliances: 3,50000 Interior: Improvements: 15,500.00 Exterior Improvements: 15,500.00 Exterior Improvements: 15,500.00 Exterior Improvements: 15,500.00 Appliances: 2,500.00 Appliances: 4,000.00 Appliances: 19,228.00 Appliances: 19,228.00 Appliances: 19,228.00 Appliances: 19,228.00	Will winnenmannen			4.500.00	ND06P01406	Eléoring:	4,500.0	B
Interior improvements 15,500.00 Interior improvements Extension improvements 15,500.00 Extension improvements Thorning 2,500.00 Nonservit 407 Thorning 2,500.00 Nonservit 407 Therein improvements 4,000.00 10,000 Therein improvements 19,233.00 10,000 Interior improvements 19,233.00 10,000 Interior improvements 19,233.00 10,000		79()	A multiple and a mult	CS NUTION		Appliances	3,000,0	ġ
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Right 2,500,00 NoosPort407 Flooring: Theoring: 3,000,000 4,000,000 Thatefor Improvements: 3,000,000 Exterior Improvements: 19,328,000 Exterior Improvements: 5,500,000		•••	Exterior improvements	hn'nne'eL				3
Z.Son.co NDoBP01407 Flooring Appliances: 3,00,00 1,00,00 1,00,00 Antación Improvements: 19,233.00 1,00,00 1,00,00 Antación Improvements: 1,00,00 1,00,00 1,00,00				· ·				
Piconting: 2,500.00 ND06F01407 Flooring: Applitances: 3,000.00 3,000.00 Interior Improvements: Interior Improvements: 19,222.00 Exterior Pinprovements: Exterior Timprovements: 5:500.00 Service Vehicle:					· · ·	· · ·		
Atipilances: At 000.000 (Interformer and a second and a second and a second and a second a se	NICHER AUX		Sectoring: Sector	2,500.00	ND06P01407	Flooting:		8
19.222.00. 19.2222.00. 19.222.00.00.00.00.00.00.00.00.00.00.00.00			S. S	A non hor	· · · · ·	Abbliances	500,0	8
Service 1970-2010		:		JU BLE UP	· · · · · · · · · · · · · · · · · · ·	Interior Immovements	3.000.0	00
				on*ozo*s1:		Control and a control of the control		
<u>></u> : >		 	Exterior improvements	%	1. 1.		1.600.00	3 8
		•				Service Vehicles	~ 59'nnnn	3
		:* 4	7 	· · · · · · · · · · · · · · · · · · ·			20	

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Cost

Page 2 of "2

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U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011		FFY of Grant:	FFY of Grant Approval:	CF 2010		ent (revision no:)	Evaluation Report T Total Acrital Cost *1	19																												01.05.0		torm HUD-50075.1 (4/2008)	
U.S. Department			D06P014501-10	No:	2010	Revised Annual Statement (revision no:	Final Performance and Evaluation Report	Illateu Cost Daviead *7															1999												ousing Director				
		Grant Type and Number:	Capital Fund Program Grant No: ND06P014501-10	Renlacement Housing Factor Grant No:	Date of CFFP: June 29, 2010		Table T		Originat	\$21,500		\$90,410			\$95,000			\$642,495	\$39,500		\$15,200								cut, 404, 105						Signature of Public Housing Director))		
Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor Capital Fund Financing Program		λ	PHA Name: Transing & Dedevelowment Authority		Broadway	al Statement Reserve for Disasters/Emergencies	Repo	Summary of Development Account		1 00al non-CFP Funds	1400 Optiations (may not execut 2070 of model) 1400 Management [mnrovements	1410 Administration (may not exceed 10% of line 21)	1411 Audit	1415 Liquidated Damages	1430 Fees and Costs	1440 Site Acquisition	1450 Site Improvement	1460 Dwelling Structures	1465.1 Dwelling Equipment-Nonexpendable		1475 Non-dwelling Equipment	1485 Demolition	1492 Moving to Work Demonstration	1495.1 Relocation Costs	1499 Development Activities *4	1501 Collaterization or Debt Service paid by the PHA	9000 Collateralization of Debt Service paid Via System of Direct	1502 Contingency (may not exceed 8% of line 20)	Amount of Annual Grant: (sum of lines 2 – 19)	Amount of line 20 Related to LBP Activities	Amount of line 20 Related to Section 504 compliance	Amount of line 20 Related to Security - Soft Costs	Amount of Line 20 Related to Security – Hard Costs	Amount of line 20 Related to Energy Conservation Measures	ecutive Director Date		 To be completed for the Performance and Evaluation Report. To be completed for the Performance and Evaluation Report or a Revised Annual Statement. 	*3 PHAs with under 250 units in management may use 100% of FP Grants for operation. *4 RHF funds shall be included here.	
Annual Statement/Performance and J Capital Fund Program, Capital Fund Capital Fund Financing Program	D. 41. C	Part I: Summary	PHA Name:	Fargo nousing & r	PO Box 430, 323 Broadway Fargo, ND 58102	Type of Grant X Original Annual Statement		Line		- 0	7 6	4	. ~	6	4	8	6	10	11	12	13	14	15	16	17	18 a	18 b	19	20	21	22	23	24	25	Signature of Executive Director				

Office of Public and Indian Housing OMB No. 2577-022 Expires 4/30/2011

I diller. Duppor	Supporting Fages							
18	D	Grant Type and Number:	nd Number				Federal FFY of Grant: 2009	2009
Faron Housing & R	Fargo Housing & Redevelopment Authority	Capital Fund Program:	Program:					
PO Box 430. 325 B	PO Box 430, 325 Broadway, Fargo, ND 58102	Replacement Housing Factor Grant No.	sing Factor Gra	nt No.				
Development	General Description of Major Work	Development	Quantity	Total Esti	Total Estimated Cost	Total Ac	Total Actual Cost	Status of Work
Number Name/PHA-Wide Activities	Catagories	Account Number	1	Original	Revised *1	Funds Obligated *2	Funds Expended *2	
Activities for Year:								р
2009								
ND06P01401	Apartment/Hallway Rehab.	1460		\$8,000				
	Parking Lot Rehab.	1460		\$45,000				
	Appliances	1465		\$2,000				
	Penthouse Sealing	1460		\$18,000				
	Exterior Improvements	1460		\$12,000				
	Interior Improvements	1460		\$45,000				
	HVAC Immovements	1465		\$18,000				
	I aum Maintenance Eduinment	1475		\$1,200				
	Electrical Service Improvements	1460		\$1,800			ļ	
	Lucutodi Dei vice mupre remene Camire Vehicle	1475		\$10,000				
NTDAFP01402	Anartment/Hallwav Rehab.	1460		\$1,500				
	Anartment Flooring	1460		\$5,500				
	Annliances	1465		\$4,000				
	Exterior Improvements	1460		\$40,000				
	Tutorion Improvements	1460		\$30,000				
	TIRVA ("Immovements	1465		\$2,500				
	II VAC IIII PLOVATICATION I arres Maintanance Equinment	1475		\$1,500				
ND06P01403	Flooring	1460		\$5,500				
	Appliances	1465		\$2,500				
-	Walkway/Driveway Rehab.	1460		\$25,000		·		
	Basement Repairs	1460		\$11,596				
	Exterior Improvements	1460		\$25,000				
	Interior Improvements	1460		\$150,000				
,	Lawn Maintenance Equipment	1475		\$1,000				
ND06P01404	Flooring	1460		\$2,500				
	Appliances	1465		\$1,500				
	Exterior Improvements	1460		\$15,000				
	Interior Improvements	1460		\$15,000				
	Rathroom Improvements	1460		\$34,799				
	Disconside Equinment Improvements	1460		\$45,000				
						Annual contraction of the second seco		

Office of Public and Indian Housing OMB No. 2577-022

E.vnires 4/30/2011

PHA Name: PHA Name: Fargo Housing & Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58102 Development General Description o Number Name/PHA-Wide Activities ND06P01405 Flooring Catagorie Exterior Improvements	f Major Work s	Grant Type and Number: Capital Fund Program:	id Number				Federal FFY of Grant: 2009	2009
Fargo Housing & Redevelopment Autl PO Box 430, 325 Broadway, Fargo, N Development General De Number General De Number Activities Activities Appliances ND06P01405 Flooring Thterior Improven Bathcom Improven	f Major Work s	Capital Fund I						
PO Box 430, 325 Broadway, Fargo, N Development General De Number General De Name/PHA-Wide Activities Activities Activities Activities Exterior Improvei Interior Improvei Bathroom Improvei Bathroom Improvei Bathroom Improvei Bathroom Improvei Activities	f Major Work s		Program:					
DevelopmentGeneral DeNumberGeneral DeName/PHA-WideActivitiesActivitiesFlooringND06P01405FlooringExterior ImprovenInterior ImprovenBathroom Improven	Jescription of Major Work Catagories ements	Replacement Housing Factor Grant No.	sing Factor Gra	ant No.				
	Catagories	Development	Quantity	Total Esti	Total Estimated Cost	Total A	Total Actual Cost	Status of Work
	ements	Account Number	J	Original	Revised *1	Funds Obligated *2	Funds Expended *2	
	ements	1460		\$2,500				
Exterior Improver Interior Improven Rathroom Improver	ements	1465		\$1.500				
Interior Improven Bathroom Improver		1460		\$18,000				
Bathroom Improver	ments	1460		\$15,000				
	ements	1460		\$33,000				
ND06P01406 Flooring		1460		\$1,800				
		1465		\$6,000				
Exterior Improvements	ements	1460		\$5,500				
Interior Improvements	ments	1460		\$6,000				
HVAC Improvements	ments	1465		\$9,500				
Lawn Maintenance Equipment	ice Equipment	1475		\$1,500				
ND06P01407 Flooring		1460		\$2,500				
		1465		\$1,500				
Exterior Improvements	ements	1460		\$5,500				
Interior Improvements	ments	1460		\$5,500				
Playground Equipn	Playground Equipment Improvements	1460		\$1,500				
		1406		\$21.500	-			
PHA Wide Operations		0011		SQE DOD				
A & E Fees		1430		000/002				
		1410		\$88,910				
Administrative Terror	Partic	1410		\$1.500				
AUIIIIIISIIauve	LIAVU							4.2 1
Total				\$904,105				

U.S. Department of Housing and Urban Development

*2 To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report

form HUD-50075.1 (4/2008)
Capital Fund Program, Capital Fund Program Replacement Housing Factor Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 2577-0226

Expires 4/30/2011

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ND	Federal FFY of Grant:	Reasons for Revised Target Dates *1		ld														
am	ND 58102	All Funds Expended	(Quarter Ending Date)	Actual Ex	Date													
inancing Program	PO Box 430, Fargo, ND 58102	All	(Qua	Original Expenditure	End Date	7-12-1014	7-12-1014	7-12-1014	7-12-1014	7-12-1014	7-12-1014	7-12-1014	7-12-1014					
r Capital Fund F	nent Authority P	All Fund Obligated	(Quarter Ending Date)	Actual Obligation	End Date											-		
ation Schedule fo	ing and Redevelopr	All Fund	(Quarter E	Original	Obligation End Date	7/12/2010	7/12/2010	7/12/2010	7/12/2010	7/12/2010	7/12/2010	7/12/2010	7/12/2010					
Post III. Imnlementation Schedule for Capital Fund Fi	PHA Name: Fargo Housing and Redevelopment Authority	Development Number	Name/PHA-Wide Activities			ND06P01401	ND06P01402	ND06P01403	ND06P01404	ND06P01405	ND06P01406	ND06P01407	PHA Wide					

*1 Obligation and expenditure end dated can only be revised with HUD approval to Section 9] of the U.S. Housing Act of 1937, as amended.

form HUD-50075.1 (4/2008)

Capital Fund Program --- Five Year Action Plan

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

Expires 4/30/2011

Part	Part I: Summary					
PHA Na	PHA Name / Number		Locality (City/County & State)		X Original 5-Year Plan	Revision No
×	Development Number and Name	Work Statement for Year 1 FFY 2012	Work Statement for Year 2 CF 2012 FFY 2013	Work Statement for Year 3 CF 2013 FFY 2014	Work Statement for Year 4 CF 2014	Work Statement for Year 5 ⁻ CF 2015 FFY 2016
œ.	Physical Improvements Subtotal	Annual Statement	\$611,695	\$632,695	\$611,695	\$632,695
ن	Management Improvements					
- -	PHA-Wide Non-dwelling Structures and Equipment		\$62,500	\$51,000	\$62,500	\$51,000
ш	Administration		\$90,410	\$90,410	\$90,410	\$90,410
L.	Other: Dwelling Equipment		\$23,000	\$15,500	\$23,000	\$15 , 500
ن	Opertions		\$19,500	\$19,500	\$19,500	\$19,500
<u> </u> =:	A & E Fees		\$97,000	\$95,000	\$97 , 000	\$95,000
	Demolition					
-	Development					
7	Capital Fund Financing - Debt Service					
і	Total CFP Funds					
Z.	Total of Non-CFP Funds					
ż	Grand Total		\$904,105	\$904,105	\$904,105	\$904,105

form HUD-50075.2 (4/2008)

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Plan
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Capital

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

Expires 4/30/2011

Part II: Suppor	ting Pages	Supporting Pages Physical Needs Work Statement(s)	nent(s)					
1	Wor	Work Statement for Year CF 2011		FFY 2012	Work Sta	Work Statement for Year CF 2012		
Work Statement for Year FFY	Development N	Development Number/Name General Description of Major Work Catagories	Quanity or BLI	Estimated Cost	Development Number/Number/Number/Number/Number/Number/Number/Number/Number/Number/Number/Number/Number/Number/N	Development Number/Name General Description of Major Work Catagories	Quanity or BLI	Estimated Cost 10m41
	ND06P01401	Anartment/Hallway Rehab	1460	\$8,000	ND06P01401 A	Apartment/Hallway Rehab	1460	\$35,000
	TOT TO TOO THT	Annliances	1465	\$2,000		Appliances	1465	\$3,500
		Flooring	1460	\$2,000		Flooring	1460	\$2,000
		Interior Improvements	1460	\$75,828		Interior Improvements	1460	\$45,000
		Exterior Improvements	1460	\$55,000		Exterior Improvements	1460	\$65,000
		Security Improvements	1460	\$10,000				
			1 460	CE EOO		Floorino	1460	<u>\$2,000</u>
	ND06P01402	Flooring	1400		INDUOL 01402	Surroot 1 Securitury	1465	<u>\$2,500</u>
		Appliances	1 A60	275,000		Anartment/Hallway Rehah	1460	\$128,075
		Apartment/Hallway Kenao	1175	\$26,000		Interior Improvements	1460	\$40,000
-		Service Venicie	1460	\$40,000		Exterior Improvements	1460	\$40,000
		Exterior Improvements	1460	\$40,000		Security Improvements	1460	\$10,000
								000 012
	NID06P01403	Flooring	1460	\$12,000	ND06P01403	Flooring	1460	\$13,000
		Appliances	1465	\$3,500		Basement Repair	1460	\$10,000
		Walkwav/Drivewav Rehab	1460	\$25,000		Appliances	1465	\$4,000
		Interior Improvements	1460	\$100,000		Interior Improvements	1460	000,084
		Exterior Improvements	1460	\$25,000		Exterior Improvements	1460	\$69,820
						Service Vehicle	1475	\$25,000
						Security Improvements	1460	\$10,000
							1 460	62 ENN
	ND06P01404	Flooring	1460	\$2,500	ND06P01404	Flooring	1400 1465	¢ENN
		Appliances	1465	\$4,500		Appliances	1400	
		Interior Improvements	1460	\$35,000		Interior Improvements	1460	
		Exterior Improvements	1460	\$32,000		Exterior Improvements	1400	0000,44
		Flooming	1460	\$2.500	ND06P01405	Flooring	1460	\$2,500
		Annliances	1465	\$4,500		Appliances	1465	\$1,500
		Interior Improvements	1460	\$15,000		Interior Improvements	1460	Ş6,500
		Exterior Improvements	1460	\$14,300		Exterior Improvements	1460	Ş1,500
		Service Vehicle	1475	\$36,500				
							1 160	¢ 1 EOO
	ND06P01406	Flooring	1460	\$4,500	ND06P01406	Flooring	1400	74,300
		Appliances	1465	\$3,000		Appliances	1405 1100	53,UUU
		Interior Improvements	1460	\$15,500		Interior Improvements	146U	
		Exterior Improvements	1460	\$16,500		Exterior Improvements	1460	000,62¢
			1460	CE DOD		Flooring	1460	\$1.500
	ND06P01407	Flooring	T400	000'00				

5 Year Part II (Yr 2 & 3)

Part II: Sunnoi	Part II: Sunnorting Pages Physical Needs Work Statement(nent(s)				
	Work Statement for Year CF 2011		FFY 2012	Work Statement for Year CF 2012		FFY 2013
Work Statement for	Development Number/Name General Description of	Quanity or	Estimated Cost	Development Number/Name General Description of Major	Quanity or	Estimated Cost F
Year FFY	Major Work Catagories	BLI		Work Catagories	BLI	n01
	Amliances	1465	\$1,500	Appliances	1465	\$500
	Interior Improvements	1460	\$35,000	Interior Improvements	1460	\$3,000
	Exterior Improvements	1460	\$10,567	Exterior Improvements	1460	\$1,500
				Service Vehicle	1475	\$26,000
	DLIA Wide Onerations	1406	\$19,500	PHA Wide Operations	1406	\$19,500
		1430	\$97,000	A & E Fees	1430	\$95,000
						010
	Administrative	1410	\$88,910	Administrative	1410	\$88,910
	Administrative Travel	1410	\$1,500	Administrative Travel	1410	\$1,500
	Subtotal of Estimated Cost		\$904,105	Subtotal of Estimated Cost		\$904,105

form HUD-50075.2

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Expires 4/30/2011

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

Expires 4/30/2011

			Work	Work Statement for Year CE 2014	ΡĘΥ	Y 2015
Work Statement for Year CF 2013		FFY 2014	VUIN	- 1 e	Ouanity or	
Development Number/Name General Description of Maior Work Catagories	Quanity or BII	Estimated Cost		Work Catagories	BLI	
Anartment/Hallway Rehab	1460	\$8,000	ND06P01401	Apartment/Hallway Rehab	1460	\$35,000
Appliances	1465	\$2,000		Appliances	1465	\$3,500
Flooring	1460	\$2,000		Flooring	1460	\$2,000
Interior Improvements	1460	\$75,828		Interior Improvements	1460	\$45,000
Exterior Improvements	1460	\$55,000		Exterior Improvements	1460	\$65,000
Security Improvements	1460	\$10,000				
	1160	ሩち ちハハ		Flooring	1460	\$2,000
r100mg	1465	\$4,000	TOLIO TOOTHI	Amliances	1465	\$2,500
Appliatices	1460	\$25,000		Apartment/Hallway Rehab	1460	\$128,075
Comico Vehicle	1475	\$26,000		Interior Improvements	1460	\$40,000
Interior Improvements	1460	\$40,000		Exterior Improvements	1460	\$40,000
Exterior Improvements	1460	\$40,000		Security Improvements	1460	\$10,000
					1 460	613 000
Flooring	1460	\$12,000	ND06P01403	Flooring	1400	
Appliances	1465	\$3,500		Basement Repair	146U	
Walkway/Driveway Rehab	1460	\$25,000		Appliances	1405	\$4,000
Interior Improvements	1460	\$100,000		Interior Improvements	1460	550,000
Exterior Improvements	1460	\$25,000		Exterior Improvements	1460	\$69,820
		-		Service Vehicle	1475	\$25,000
				Security Improvements	1460	\$10,000
Flooring	1460	\$2,500			1 4 6 0	¢J EVU
Appliances	1465	\$4,500	ND06P01404	Flooring	1400	72,000
Interior Improvements	1460	\$35,000		Appliances	C071	
Exterior Improvements	1460	\$32,UUU		Interior Improvements	1460	54.300
Floorino	1460	\$2,500		MITATINA OLDITIT TOTIMUT		
Amliances	1465	\$4,500	ND06P01405	Flooring	1460	\$2,500
Interior Improvements	1460	\$15,000		Appliances	1465	\$1,500
Evterior Improvements	1460	\$14,300		Interior Improvements	1460	\$6,500
Service Vehicle	1475	\$36,500		Exterior Improvements	1460	\$1,500
	2					
Flooring	1460	\$4,500			1 100	
Appliances	1465	\$3,000	ND06P01406	Flooring	146U	\$4,50U
Interior Improvements	1460	\$15,500		Appliances	1465	\$3,000
Exterior Improvements	1460	\$16,500		Interior Improvements	1460	000/SIS
				Exterior Improvements	1460	000,62¢
Tication	1460	\$5,000	NID06P01407	Flooring	1460	\$1,500
FIOUTING	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		· · · · · · · · · · · · · · · · · · ·			

5 Year Part II (Yr 4 & 5)

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

Expires 4/30/2011

Part II: S	Part II: Supporting Pages Physical Needs Work Statement(s)	Statement	(s)			
Work	Work Statement for Year CF 2013		FFY 2014	Work Statement for Year CF 2014	FFΥ	FFY 2015
Statement for	Development Number/Name General Description of	Quanity or	Estimated Cost	Description of Major	Quanity or	Estimated Cost
Year FFY	Major Work Catagories	BLI		Work Catagories	BLI	
	Appliances	1465	\$1,500	Appliances	1465	Ş500
	Interior Improvements	1460	\$35,000	Interior Improvements	1460	\$3,000
	· Exterior Improvements	1460	\$10,567	Exterior Improvements	1460	\$1,500
				Service Vehicle	1475	\$26,000
				PHA Wide Operations	1406	\$19,500
	PHA Wide	1406	\$19,500	A & E Fees	1430	\$95,000
	A & F. Fees	1430	\$97,000			
				Administrative	1410	\$88,910
	Administrative	1410	\$88,910	Administrative Travel	1410	\$1,500
	Administrative Travel	1410	\$1,500			
	Subtotal of Estimated Cost		\$904,105	Subtotal of Estimated Cost		\$904,105

form HUD-50075.2

5 Year Part II (Yr 4 & 5)

ND014m01

8.2: Capital Fund Program Five-Year Action Plan, form 50075.2 Report. Years 2011 – 2015.

Annual Statement/Pe	Annual Statement/Performance and Evaluation Report		U.S. Department	U.S. Department of Housing and Urban Development	slopment	
Capital Fund Program	Capital Fund Program, Capital Fund Program Replacement Housing Factor		:	Office of Public and Indian Housing	1 Housing	
Capital Fund Financing Program	lcing Program			OMB No. 2577-0226	1-0226	
4			I	Expires 4/30/2011		ĥ
Part I: Summary						ID01
PHA Name:		Grant Type and Number:		FFY of Grant:		4nC
Fargo Housing & R	Fargo Housing & Redevelopment Authority	Capital Fund Progam Grant No: ND06P014501-11	14501-11	FFY of Grant Approval:)1
PO Box 430, 325 Broadway	roadway	Replacement Housing Factor Grant No:		5	CF 2011	
Fargo, ND 58102		Date of CFFP: June 30, 2010				
Type of Grant		Ē				<u> </u>
X Original Annual Statement Performance and Evaluation	Original Annual Statement Reserve for Disasters/Emergencies		Kevised Annual Statement (revision no: Final Performance and Evaluation Report	ť		
	Summary of Development Account	Total Estimated Cost	d Cost	Total Acutal Cost	tal Cost *1	
		Original	Revised *2	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) *3	\$21,500				
ę	1408 Management Improvements	0				l
4	1410 Administration (may not exceeo 10% of line 21)	\$90,410				
5	1411 Audit					
9	1415 Liquidated Damages					
7	1430 Fees and Costs	\$95,000				
8	1440 Site Acquisition					Τ
6	1450 Site Improvement					
10	1460 Dwelling Structures	\$632,995				
11	1465.1 Dwelling Equipment-Nonexpendable	\$49,000				
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment	\$15,200				
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities *4					
18 a	1501 Collaterization or Debt Service paid by the PHA					
18 b	9000 Collateralization of Debt Service paid Via System of Direct					
19	1502 Contingency (may not exceed 8% of line 20)	40C				
20	Amount of Annual Grant: (sum of lines 2 – 19)	5014,1U5				-
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 compliance					
23	Amount of line 20 Related to Security – Soft Costs					
24	Amount of Line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director	cutive Director Date	Signature of Public Housing Director	g Director	Date		
	*1 To be completed for the Performance and Evaluation Report.					
	*2 To be completed for the Performance and Evaluation reputi of a nevision manual manual sectors and the sector of					

torm HUD-50075.1 (4/2008)

*2 To be completed for the Performance and Evaluation Report or a Revised Amual State
*3 PHAs with under 250 units in management may use 100% of FP Grants for operation.
*4 RHF funds shalt be included here.

Capital Fund Program, and Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing

OMB No. 2577-025 Expires 4/30/2011

PHA Name: Fargo Housing & Redevelopment Authority Gar Fargo Housing & Redevelopment Authority PO Box 430, 325 Broadway, Fargo, ND 58102 Rep Development General Description of Major Work D Nume/PHA-Wide General Description of Major Work D Name/PHA-Wide Catagories D Activities for Year: Appliances D Activities for Year: Appliances D ND06P01401 Apartment/Fallway Rehab. D ND06P01402 Appliances D Appliances Service Improvements D Interior Improvements D D ND06P01402 Apartment/Fallway Rehab. D ND06P01402 Apartment/Fallway Rehab. D ND06P01402 Apartment/Fallway Rehab. D ND06P01402 Apartment Flooring D Appliances Exterior Improvements D ND06P01403 Flooring D ND06P01403 Flooring D ND06P01403 P	Grant Type and Number: Capital Fund Program: Replacement Housing Factor Grant No. Development Quantity Account Number On Number 05 1460 51 1460 51 146	nber: am: or Grant No. ity Total Esti Original \$8,000 \$12,000 \$12,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$1,200 \$1,800 \$1,800 \$1,000	Total Estimated Cost Total Estimated Cost iginal Revised *1 5,000 8,000 8,000 8,000 8,000 1,200 1,200 1,200 0,000 0,000	Total A Funds Obligated *2	Federal FFY of Grant: 2009 Total Actual Cost nds Funds ited *2 Expended *2	:: 2009 Status of Work
f Major Work s s tent tent tent	Capital Fund Progr.Replacement Housing FacReplacement Housing FacDevelopmentAccountAccountNumber1460146014601460146514651465146014601460146014601460146014601460	am: or Grant No. tity Total Estin Original \$45,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$1,200 \$1,200 \$1,8000 \$1,8000 \$1,8000 \$1,8000 \$1,80000 \$1,8000000000000000000000000000000000000		Total A Funds Obligated *2		Status of Work
f Major Work ss ent nents ent	Replacement Housing FacDevelopmentQuanAccountQuanAccount146014601460146014601460146014601465146014651460146014601460146014601460146014601460	or Grant No. ity Total Esti Original \$8,000 \$45,000 \$12,000 \$13,0000 \$13,0000 \$13,0000 \$13,0000 \$13,0000 \$13,0000 \$13,0000 \$1		Total A Funds Obligated *2		Status of Work
General Description of Major Work Catagories Catagories Catagories Catagories Apartment/Hallway Rehab. Parking Lot Rehab. Parking Lot Rehab. Parking Lot Rehab. Penthouse Sealing Exterior Improvements Interior Improvements Interior Improvements Fewn Maintenance Equipment Esterrical Service Improvements Service Vehicle Appliances Exterior Improvements Interior Improvements Interior Improvements Interior Improvements Interior Improvements Interior Improvements Repetitical Service Vehicle Appliances Exterior Improvements Interior Improvements		0 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		Total A Funds Obligated *2		Status of Work
Catagories Apartment/Hallway Rehab. Apartment/Hallway Rehab. Parking Lot Rehab. Parking Lot Rehab. Appliances Penthouse Sealing Exterior Improvements Interior Improvements Interior Improvements Interior Improvements Exterior Improvements Electrical Service Improvements Apartment/Hallway Rehab. Apartment/Hallway Rehab. Apartment Flooring Apartment Flooring Apartment Flooring Apartment Flooring Apartment Flooring Appliances Exterior Improvements Interior Improvements Malkway/Driveway Rehab. Appliances Walkway/Driveway Rehab. Basement Repairs Exterior Improvements Interior Improvements	Account Number 1460 1460 1460 1460 1460 1460 1465 1475 1460	Original \$45,000 \$45,000 \$12,000 \$12,000 \$12,000 \$13,000 \$13,000 \$1,200 \$1,800 \$1,800 \$1,800 \$1,000		Funds Obligated *2		
	1460 1460 1460 1460 1460 1460 1465 1475 1460	\$45,000 \$45,000 \$12,000 \$12,000 \$12,000 \$13,000 \$13,000 \$1,200 \$1,800 \$1,800 \$1,000				
	1460 1460 1465 1465 1460 1460 1465 1475 1460	\$3,000 \$45,000 \$2,000 \$18,000 \$18,000 \$18,000 \$18,000 \$18,000 \$13,000 \$13,000 \$13,000 \$13,000 \$13,000 \$1,800\$\$1,80				
	1460 1460 1465 1460 1460 1460 1465 1475 1460	\$45,000 \$45,000 \$2,000 \$18,000 \$12,000 \$12,000 \$12,000 \$1,200 \$1,800 \$1,800 \$1,800 \$1,800 \$1,800				
	1460 1465 1460 1460 1460 1465 1475 1460	\$45,000 \$2,000 \$18,000 \$12,000 \$12,000 \$18,000 \$1,200 \$1,800 \$1,800 \$1,000				
	1465 1460 1460 1460 1465 1475 1460	\$2,000 \$18,000 \$12,000 \$45,000 \$18,000 \$1,000 \$1,800 \$1,800 \$1,000				
	1460 1460 1460 1465 1475 1460	\$18,000 \$12,000 \$45,000 \$18,000 \$1,200 \$1,800 \$1,800 \$1,800 \$1,000				
	1460 1460 1465 1475 1460	\$12,000 \$45,000 \$18,000 \$1,200 \$1,800 \$1,000				
	1460 1465 1475 1460	\$45,000 \$18,000 \$1,200 \$1,800 \$1,800 \$1,000				
	1465 1475 1460	\$18,000 \$1,200 \$1,800 \$10,000				
	1475 1460	\$1.200 \$1.800 \$10.000				
	1460	\$1,800				
		\$10,000		_	_	
	1475	~~~~~	_			
	1460	\$1.500				
	1460	\$5,500				
	1465	\$4,000				
	1460	\$40,000				
	1460	\$30,000				
	1465	\$2,500				
	1475	\$1,500				
	1460	\$5.500				
Walkway/Driveway Rehab.Basement RepairsExterior ImprovementsInterior ImprovementsLawn Maintenance Equipment	1465	\$2,500				
Basement Repairs Exterior Improvements Interior Improvements Lawn Maintenance Equipment	1460	\$25,000				
Exterior Improvements Interior Improvements Lawn Maintenance Equipment	1460	\$18,000				
Interior Improvements Lawn Maintenance Equipment	1460	\$25,000				
Lawn Maintenance Equipment	1460	\$150,000				
	1475	\$1,000				
ND06P01404 Flooring	1460	\$2,500				
	1465	\$1,500				
Exterior Improvements	1460	\$15,000				
Interior Improvements	1460	\$15,000				
Bathroom Improvements	1460	\$28,395				
Playground Equipment Improvements	1460	\$45,000				

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Capital Fund Program, and Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing OMB No. 2577-022

Expires 4/30/2011

1	F .							
Part II: Suppoi	Supporting Pages							
PHA Name:	i	Grant Type and Number:	Id Number				Federal FFY of Grant: 2009	2009
Fargo Housing & F	Fargo Housing & Redevelopment Authority	Capital Fund Program:	Program:					
PO Box 430, 325 I	PO Box 430, 325 Broadway, Fargo, ND 58102	Replacement Housing Factor Grant No.	sing Factor Gra	nt No.				
Development	General Description of Major Work	Development	Quantity	Total Estir	Total Estimated Cost	Total A	Total Actual Cost	Status of Work
Name/PHA-Wide Activities	Catagories	Account Number		Original	Revised *1	Funds Obligated *2	Funds Expended *2	
ND06P01405	Flooring	1460		\$2,500				
	Appliances	1465		\$1,500				
	Exterior Improvements	1460		\$18,000				
	Interior Improvements	1460		\$15,000				
	Bathroom Improvements	1460		\$33,000				
			_					
ND06P01406	Flooring	1460		\$1,800				
	Appliances	1465		\$6,000				
	Exterior Improvements	1460		\$5,500				
	Interior Improvements	1460		\$6,000				
	HVAC Improvements	1465		\$9,500				
	Lawn Maintenance Equipment	1475		\$1,500				
ND06P01407	Flooring	1460		\$2,500				
	Appliances	1465		\$1,500				
	Exterior Improvements	1460		\$5,500				
	Interior Improvements	1460		\$5,500				
	Playground Equipment Improvements	1460		\$1,500				
				601 EOO				
PHA Wide	Operations	1406		00C'T7¢				-
	A & E Fees	1430		000,383				
	Administrative	1410		016,884				
	Administrative Travel	1410		\$1.500				
Total				\$904,105		-		

U.S. Department of Housing and Urban Development form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report

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

*2 To be completed for the Performance and Evaluation Report

ND014n01

Capital Fund Program, Capital Fund Program Replacement Housing Factor Capital Fund Financing Program

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Office of Public and Indian Housing OMB No. 2577-0226

Expires 4/30/2011

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*1 Obligation and expenditure end dated can only be revised with HUD approval to Section 9j of the U.S. Housing Act of 1937, as amended.

form HUD-50075.1 (4/2008)

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

Expires 4/30/2011

Part	Part I: Summary				-	ND
PHA Nai	PHA Name / Number		Locality (City/County & State)		X Original 5-Year Plan	
	Development Number and	Work Statement for Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5 $\overline{3}$
Y	Name	FFY 2012	CF 2012 FFY 2013	CF 2013 FFY 2014	CF 2014 FFY 2015	CF 2015 FFY 2016 [–]
	Physical Improvements Subtotal	Annual Statement	\$632,724	\$629,204	\$622,724	\$614,204
ن	Management Improvements					×.
	PHA-Wide Non-dwelling Structures and Equipment		\$48,971	\$22,491	\$48,971	\$37,491
i ui	Administration		\$90,410	\$90,410	\$90,410	\$90,410
L.	Other: Dwelling Equipment		\$15,500	\$45,500	\$25,500	\$45,500
ن	Opertions		\$19,500	\$21,500	\$19,500	\$21,500
Ŧ	A & E Fees		\$97,000	\$95,000	\$97,000	\$95,000
	Demolition					
-	Development					
<u>ب</u>	Capital Fund Financing - Debt Service					
Ŀ	Total CFP Funds					
ž	Total of Non-CFP Funds					
ż	Grand Total		\$904,105	\$904,105	\$904,105	\$904,105

form HUD-50075.2 (4/2008)

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

Office of Public and Indian Housing Expires 4/30/2011

Part II: Suppor	ting Pages	Supporting Pages - Physical Needs Work Statement(nent(s)					
	Work	Work Statement for Year CF 2012		FFY 2013	Wor	Work Statement for Year CF 2013		
WorkStatement for	Developm	Development Number/Name General Description of	Quanity or	Estimated Cost	Development Num	Development Number/Name General Description of Major	Quanity or	Estimated Cost 0
Year FFY	2	Major Work Catagories	BLI			Work Catagories	BLI	4n01
	ND06P01401	Apartment/Hallway Rehab	1460	\$35,000	ND06P01401	Apartment/Hallway Rehab	1460	\$6,000
		Appliances	1465	\$3,500		Flooring	1460	\$2,000
		Flooring	1460	\$2,000		Appliances	1465	\$2,000
		Interior Improvements	1460	\$45,000		Interior Improvements	1460	\$70,000
		Exterior Improvements	1460	\$65,000		Exterior Improvements	1460	Ş85,000
								000
	ND06P01402	Flooring	1460	\$2,000	ND06P01402	Apartment/Hallway Rehab		\$15,000
		Appliances	1465	\$2,500		Flooring		\$5,500
		Apartment/Hallway Rehab	1460	\$107,508		Appliances	1465	\$4,000
		Interior Improvements	1460	\$40,000		Interior Improvements	1460	\$30,000
		Exterior Improvements	1460	\$40,000		Exterior Improvements	1460	\$40,000
		Security Improvements	1460	\$10,000		HVAC Improvements	1465	\$10,000
							100	
	ND06P01403	Flooring	1460	\$13,000	ND06P01403	Flooring	1460	\$12,000
		Basement Repair	1460	\$10,000		Appliances	1465	\$3,500
		Appliances	1465	\$4,000		Walkway/Driveway Rehab	1460	\$25,000
		Interior Improvements	1460	\$98,000		Interior Improvements	1460	\$60,000
		Exterior Improvements	1460	\$18,416		Exterior Improvements	1460	\$43,486
		Service Vehicle	1475	\$25,000				
					ND06P01404	Flooring	1460	\$2,500
	ND06P01404	Flooring	1460	\$2,500		Appliances	1465	\$4,500
		Appliances	1465	\$500		Interior Improvements	1460	\$35,000
		Interior Improvements	1460	\$5,000		Exterior Improvements	1460	\$32,000
		Exterior Improvements	1460	\$4,300				001 00
					ND06P01405	Flooring	1460	\$2,500
	ND06P01405	Flooring	1460	\$2,500		Appliances	1465	\$4,500
		Appliances	1465	\$1,500		Interior Improvements	1460	\$15,000
		Interior Improvements	1460	\$6,500		Exterior Improvements	1460	\$14,300
		Exterior Improvements	1460	\$7,500		Service Vehicle	14/5	\$22,491
							4 4 6 0	
	ND06P01406	Closet Doors	1460	\$68,000	ND06P01406	Closet Doors	1460	50,000
		Flooring	1460	\$4,500		Flooring	1460	\$4,500
		Appliances	1465	\$3,000		Appliances	1465	\$3,000
		Interior Improvements	1460	\$15,000		Interior Improvements		\$15,500
		Exterior Improvements	1460	\$25,000		Exterior Improvements		\$15,500
	-36777					HVAC Improvements	1465	\$10,000
	ND06P01407	Flooring	1460	· \$1,500			0.0	CO FOO
		Appliances	1465	\$500	ND06P01407	Flooring		005,24
		Interior Improvements		\$3,000		Appliances	1465	\$4,UUU

5 Year Part II (Yr 2 & 3)

Capital Fund Program --- Five Year Action Plan u

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

Expires 4/30/2011

Part II: Suppor	Part II: Supporting Pages – Physical Needs Work Statement(s)	ment(s)				
	Work Statement for Year CF 2012		FFY 2013	Work Statement for Year CF 2013	Ľ	FFY 2014 Z
Work Statement for	Development Number/Name General Description of	Quanity or	Estimated Cost	Development Number/Name General Description of Major Quanity or	Quanity or	Estimated Cost
Year FFX	Major Work Catagories	BLI		Work Catagories	BLI	4101
	Ryterior Improvements	1460	\$1,500	Interior Improvements	1460	\$19,418
		1475	\$23,971	Exterior Improvements	1460	\$16,500
		1406	\$19.500	DHA Wide Onerations	1406	\$21,500
	PHA Wide Uperauons	0011	000/074		1120	
	A & E Fees	1430	\$97,000	A & E Fees	T420	000,000
						010
	Administrative	1410	\$88,910	Administrative	1410	\$88,910
	Admi	1410	\$1,500	Administrative Travel	1410	\$1,500
	Subtotal of Estimated Cost		\$904,105	Subtotal of Estimated Cost		\$904 , 105

form HUD-50075.2

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

Expires 4/30/2011

Part II: Su	upporting Pages	Supporting Pages Physical Needs Work Sta	c Statement(s)	t(s)				
	Work State	Work Statement for Year CF 2014		FFY 2015	Wor	Work Statement for Year CF 2015	FFΥ	•••
Statement for	Development Number/N	crip	Qua	Estimated Cost	Development Numb	Development Number/Name General Description of Major	Quanity or	Estimated Cost
Year FFY	Major Wo	Major Work Catagories	BLI	•		Work Catagories	BLI	900 J Q
	ND06P01401 Apa	Apartment/Hallway Rehab	1460	\$35,000	ND06P01401	Apartment/Hallway Rehab	1460	\$6,000
		Appliances	1465	\$3,500		Flooring	1460	\$2,000
		Flooring	1460	\$2,000		Appliances	1465	\$2,000
A CALLER AND A CONTRACT OF A C		Interior Improvements	1460	\$45,000	-	Interior Improvements	1460	\$70,000
		Exterior Improvements	1460	\$55,000		Exterior Improvements	1460	\$70,000
		HVAC Improvements	1465	\$10,000		Service Vehicle	1475	\$15,000
	ND06P01402	Flooring	1460	\$2,000	ND06P01402	Apartment/Hallway Rehab	1460	\$15,000
		Appliances	1465	\$2,500		Flooring	1460	\$5,500
		Apartment/Hallway Rehab	1460	\$107,508		Appliances	1465	\$4,000
		Interior Improvements	1460	\$40,000		Interior Improvements	1460	\$30,000
		Exterior Improvements	1460	\$40,000		Exterior Improvements	1460	\$40,000
		Security Improvements	1460	\$10,000		HVAC Improvements	1465	\$10,000
	ND06P01403	Flooring	1460	\$13,000	ND06P01403	Flooring	1460	\$12,000
		Basement Repair	1460	\$10,000		Appliances	1465	\$3,500
		Appliances	1465	\$4,000		Walkway/Driveway Rehab	1460	\$25,000
		Interior Improvements	1460	\$98,000		Interior Improvements	1460	\$60,000
		Exterior Improvements	1460	\$18,416		Exterior Improvements	1460	Ş43,486
		Service Vehicle	1475	\$25,000			()	00 1 00
					ND06P01404	Flooring	146U	005,25
	ND06P01404	Flooring	1460	\$2,500		Appliances	1465	\$4,500
		Appliances	1465	\$500		Interior Improvements	1460	\$35,000
		Interior Improvements	1460	\$5,000		Exterior Improvements	1460	\$32,000
		Exterior Improvements	1460	\$4,300				<u> </u>
					ND06P01405	Flooring	1460	\$2,500
	ND06P01405	Flooring	1460	\$2,500		Appliances	1465	\$4,500
		Appliances	1465	\$1,500		Interior Improvements	1460	\$15,000
		Interior Improvements	1460	\$6,500		Exterior Improvements	1460	\$14,300
		Exterior Improvements	1460	\$7,500		Service Vehicle	1475	\$22,491
A DECEMBER OF A								-
	ND06P01406	Closet Doors	1460	\$68,000	ND06P01406	Closet Doors	1460	\$60,000
		Flooring	1460	\$4,500		Flooring	1460	\$4,500
		Appliances	1465	\$3,000		Appliances	1465	\$3,000
		Interior Improvements	1460	\$15,000		Interior Improvements	1460	\$15,500
		Exterior Improvements	1460	\$25,000		Exterior Improvements	1460	\$15,500
						HVAC Improvements	1465	\$10,000
	ND06P01407	Flooring	1460	\$1,500				
		Appliances	1465	\$500	ND06P01407	Flooring	1460	\$2,500
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5 Year Part II (Yr 4 & 5)

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

Expires 4/30/2011

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Part II: S	Part II: Supporting Pages Physical Needs Work Statement(s)	k Statemen	t(s)			
Work	Work Statement for Year CF 2014		FFY 2015	Work Statement for Year CF 2015	FF	FFY 2016
Statement for	Development Number/Name General Description of	Quanity or	Estimated Cost	Development Number/Name General Description of Major	Quanity or	Estimated Cost
Year FFY	Major Work Catagories	BLI		Work Catagories	BLI	
	Interior Improvements	1460	\$3,000	Appliances	1465	\$4,000
	Exterior Improvements	1460	\$1,500	Interior Improvements	1460	\$19,418
		1475	\$23,971	Exterior Improvements	1460	\$16,500
	PHA Wide Operations	1406	\$19,500	PHA Wide Operations	1406	\$21,500
	A & E Fees	1430	\$97,000	A & E Fees	1430	\$95,000
	Administrative	1410	\$88,910	Administrative	1410	\$88,910
	Adm	1410	\$1,500	Administrative Travel	1410	\$1,500
	Subtotal of Estimated Cost		\$904,105	Subtotal of Estimated Cost		\$904,105

form HUD-50075.2

5 Year Part II (Yr 4 & 5)

Question #9.0 and #9.1

The City of Fargo has commissioned a housing study that will be completed by 2011. FHRA will address any issues the study names. Currently our plans address the most recent Consolidated Plan.

Consolidated Plan: Significant rehab needs in public housing must be addressed to maintain the community's inventory of subsidized units.

FHRA: Rehab or replacement of the Lashkowitz High Rise (14-1) in 2011 - 2013. Continued use of capital funds to rehab existing units in 14-2, 14-3, 14-4, 14-5, 14-6 and 14-7.

Consolidated Plan: Homeownership rate is low, with disproportionately low rates of minority homeownership.

FHRA: Sold 39 units of public housing to current tenants or local low-income families. Implemented the HCV Homeownership Program with 12 active homeowners and fifty families waiting in the pipeline. Over 50% of our New Homeowners are New Americans, disabled or minority families.

Consolidated Plan: Construction of new subsidized units (LIHTC) should target extremely low-income households as wells as families with children and seniors.

FHRA: Two elderly facilities are planned of 80 units each. Bluestem Townhomes was built for mixed income households in 2006 through Beyond Shelter, Inc., affordable for voucher holders. Youth aging out of foster care facility is planned.

Consolidated Plan: Develop additional permanent supportive housing to transition people out of homelessness.

FHRA: Cooper House opened in May 2010 for chronically homeless/chemically dependent/ dual diagnosed individuals.

Consolidated Plan: Provide support to extremely low-income families.

FHRA: Approximately 85% of the 2,000 households the FHRA houses are extremely low-income. Self Sufficiency Center is open to all community residents.

Consolidated Plan: Increase public awareness of homelessness and the needs of this population.

FHRA: Applied for additional chronic homeless Continuum of Care monies each year. Staff active in Continuum of Care and Homeless Coalition.

The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

Assigning HOME dollars yearly to the FHRA CHODO.

Pledged CDBG dollars for the rehab/replacement of 14-1 Lashkowitz High Rise and Cooper House.

Lowering Payment in Lieu of Taxes (PILOT) to half the amount for three years during the current budget crisis.

Assisting all FHRA new homeowners with down payment assistance of \$3,500.

City Planners are very active in Continuum of Care. Assisted in securing the Sisters Path Continuum of Care grant. Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

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

I, _____ Dennis Walaker _____ the ___City of Fargo Mayor _____ certify that the Five Year and Annual PHA Plan of the _____Fargo Housing and Redevelopment Authority is consistent with the Consolidated Plan of City of Fargo ______ prepared pursuant to 24 CFR Part 91.

m. R. Walak Mayon

Signed / Dated by Appropriate State or Local Official

form **HUD-50077-SL** (1/2009) OMB Approval No. 2577-0226 The Fargo Housing and Redevelopment Authority defines a significant amendment 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.

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.

FARGO HOUSING AND

REDEVELOPMENT AUTHORITY

PUBLIC HOUSING ADMISSION & CONTINUED OCCUPANCY PLAN

January 2011

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

F:\Admin\Admin&Occupancy

FARGO HOUSING AND REDEVELOPMENT AUTHORITY

PUBLIC HOUSING ADMISSION & CONTINUED OCCUPANCY PLAN

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*Approved by the FHRA Board of Commissioners on October 12, 2010.

ADMISSION & CONTINUED OCCUPANCY PLAN FOR PUBLIC HOUSING

OUR MISSION

Provide affordable and quality housing, services, and opportunities to low-income and special need families and ensure program integrity by all program participants.

PART I - DEFINITIONS

- 1. <u>Adjusted Income</u> 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. <u>Annual Income</u> 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. <u>Annual income includes, but is not limited to, the</u> <u>following</u>:
 - 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-back pay 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 sub marginal 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 re-determination at the end of 30 days or an otherwise Housing Authority-specified shorter period.

- 4. <u>Child Care Expenses</u>: 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. <u>Dependent</u>: 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. <u>Disabled Person</u>: 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. <u>Effective Date</u>: 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 re-determined Total Tenant Payment.

- 8. <u>Elderly Family</u>: 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. <u>Elderly Person</u>: A person who is at least 62 years of age.
- 10. <u>Eligibility Income</u>: 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. <u>Evidence of Citizenship or Eligible Immigration Status</u>: The documents which must be submitted to evidence citizenship or eligible immigration status (CFR 912.6(b)).
- 12. <u>Family</u>: 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. <u>Full-Time Student</u>: A person who is attending school or vocational training on a full time basis.
- 14. <u>Gross Income</u>: Means total annual income as defined in this section.
- 15. <u>Handicapped Assistance Expense</u>: 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. <u>Handicapped Person</u>: 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. <u>Head of the Household</u>: This is the person who assumes legal responsibility and for the behavior of the household.
- 18. <u>HUD</u>: The term HUD means the United States Department of Housing and Urban Development.
- 19. <u>Income</u>: 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. <u>Medical Expenses</u>: 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. <u>Near-elderly</u>: A person who is at least 50 years of age.
- 23. <u>Net Family Assets</u>: 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. <u>Rental Choice</u>: 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. <u>Spouse</u>: The legal husband or wife of the head of the household.
- 26. <u>Tenant Rent</u>: 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. <u>Utilities</u>: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewer services.
- 28. <u>Utility Allowance</u>: 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. <u>Income Limits for Admission</u>: 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. Full time college/vocational students who are head of household will be eligible with the following provisions:
 - a. The student must be of legal age.
 - b. The student must be income eligible for admission.
 - c. Each student must provide a written/signed certificate that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian and the amount of the support.
 - d. The student must have established a household separate from his/her parents/guardians for at least one year prior to applying for assistance.
 - e. The student must not be claimed as a dependent by parent/guardian or their IRS (Internal Revenue Service) tax return.
- 5. <u>Other Qualifications</u>: 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.
- 6. <u>Ineligible Applicants</u>
 - 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.

*Violent criminal activity includes but it is not limited to criminal use of physical force against person or property and threats of violence.

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 therefore 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. <u>Non-discrimination</u>

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. <u>Title VI of the Civil Rights Act of 1964</u>, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. <u>Title VIII of the Civil Rights Act of 1968</u>, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- C. <u>Section 504 of the Rehabilitation Act of 1973</u>, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. <u>The Age Discrimination Act of 1975</u>, which prohibits discrimination based on age in programs receiving federal assistance; and;
- E. <u>Executive Order 11063</u>, 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. <u>NDCC 14-02.4</u>, 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. <u>The Fair Housing Act (42 U.S.C. 3601-3619)</u> and the implementing regulations at 24 CFR parts 100, 108, 109 and 110;
- H. <u>The Americans with Disabilities Act (42 U.S.C. 12101-12213)</u> to the extent applicable.
- 2. <u>Tenant Selection and Waiting List Procedures</u>

- 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 preferences cumulatively for:
 - 1. A family whose head or spouse or sole member is an elderly person or a disabled person in units intended for their use (1 Point);
 - 2. A family needing an accessible unit will take priority for an accessible unit over a non-handicapped family(1 Point);
 - 3. Families with minor children will take priority for a scattered site family unit (1 Point).
 - 4. 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 (8 Points).
 - 5. AmeriCorps Vista members and their households serving a term of service in the Fargo area with a non-profit agency or public agency (5 Points).
 - 6. A household member who has US Veteran status (1 Point).
 - 7. A current resident of Cass County (2 Points).

30%	Two Preference Points
30%	One Preference Point
10%	Non-Preference

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. Extenuating 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. <u>Reassignment or Transfers to Other Dwelling Units</u> 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 <u>over-occupied</u> units shall be offered a larger unit at the first opportunity.
- E. Families in <u>under-occupied</u> 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. <u>Additional Selection Criteria</u>

- 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. <u>Choice of Rent</u>

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 back payment for minimum rent from time of suspension. If FHRA determines that the hardship is temporary, the minimum rent also is imposed, including back payment 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. <u>Rent Collection Policy</u>

- 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 \$25.00 late charge, plus \$2.00 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. <u>Security Deposit</u>

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

1 BR	\$175.00
2 BR	\$275.00
3 BR	\$325.00
4 BR	\$375.00

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 rents 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 30 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 <u>ALL</u> 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 reexamination 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 <u>will not</u> 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. <u>Occupancy Standards</u>

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:

	Number of Persons		
Number of Bedrooms	<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. <u>Changes in family composition.</u>

- 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. <u>Shared Housing</u>
 - 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. <u>When the Lease May be Terminated</u>
 - A. The tenant may terminate the lease by providing the Housing Authority with thirty (30) days written notice to be given by the first of the month 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. <u>Grounds for Termination of the Lease</u>

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. Violent criminal activity includes but is not limited to criminal use of physical force against person or property and threats of violence.
- 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). For under reporting income/overstating deductions, the FHRA may offer a repayment agreement once to the household. (See Appendix G). The second case of falsification income/deductions will be grounds for termination.

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

- 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 dependents 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. <u>Definitions</u>
 - 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. <u>Complaints Excluded from the Grievance Procedure</u>

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. <u>Procedures Prior to a Hearing</u>
 - 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. <u>Right to a Hearing</u>

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. <u>Procedures to Obtain a Hearing</u>
 - 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 whey 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. <u>Procedure Governing the Hearing</u>

- 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. <u>Decisions of the Hearing Official</u>

- 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
Appendix D	VAWA Policy
Appendix E	Furthering Fair Housing
Appendix F	Community Service
Appendix G	Repayment Agreement Policy
Appendix H	Maint. Chg./Req. for Vacating

Date Board Approved: August 10, 1999 Revised: October 12, 2010

APPENDIX A

Income Limits

Federal guidelines mandate that 40% of our clients must be eligible under extremely low guidelines, 60% may be eligible under the "very low/ low" guidelines.

Effective: 03/2009 - 2010

NUMBER OF PEOPLE	EXTREMELY LOW	VERY LOW/ LOW
1	\$14,300	\$38,200
2	\$16,350	\$43,650
3	\$18,400	\$49,100
4	\$20,450	\$54,550
5	\$22,100	\$58,900
6	\$23,700	\$63,300
7	\$25,350	\$67,650
8	\$27,000	\$72,000

INCOME LIMITS

*Includes ALL income from ALL sources.

APPENDIX B: UTILITY ALLOWANCES

14-3	2 bedroom 3 bedroom 4 bedroom	134 171 193
14-4	2 bedroom 3 bedroom	144 177
14-5	2 bedroom 3 bedroom	144 177
14-6	1 bedroom	47
14-7	2 bedroom 3 bedroom	144 163

*To be calculated at each annual recertification

FLAT RENTS

2009-2011

14-1	\$ 285	1-2 bedroom				
14-2	\$ 395	1 bedroom	\$ 500	2 bedroom		
14-3	\$ 450	2 bedroom	\$ 550	3 bedroom	\$ 625	4 bedroom
14-4	\$ 405	2 bedroom	\$ 450	3 bedroom		
14-5	\$ 405	2 bedroom	\$ 450	3 bedroom		
14-6	\$ 325	1 bedroom				
14-7	\$ 425	2 bedroom	\$ 475	3 bedroom		

Approved by the FHRA Board on 10/12/10.

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

AGE

TYPE OF PET

ADDRESS

VET

TELEPHONE

WEIGHT

HEIGHT

CITY LICENSE NO.

PET DESCRIPTION

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 (FHRA) 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.

The FHRA shall retain the right to deny admittance for vicious and/or intimidating animals. Certain breeds of dogs generally considered vicious are prohibited.

If the animal is a puppy, the FHRA will need a veterinarian certification that the full grown adult weight of dog will be less than thirty (30) pounds.

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
- -- Adult weight of animal cannot exceed thirty (30) pounds

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. <u>Dogs shall have certificates of appropriate inoculations for heartworm, parvo, and rabies</u>. <u>Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian</u>. Both Service/Companion Animals must be wearing dog tags for immunization information. <u>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</u>.

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 <u>must be on a leash outside of the building</u>.

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

Witness Signature

Date

Date

Appendix C

ADDENDUM TO LEASE

Request for a Reasonable Accommodation

Name:		Phone:
Addres	s:	
1.	(A ph	ollowing member of my household has a disability as defined below: ysical or mental impairment that substantially limits one or more major life activities; a l of having such an impairment; or being regarded as having such an impairment.)
	Name	:
2.		esult of his/her disability the following change or changes so that (the person listed) can ere 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 <u>how</u> 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 n	nay verify that I have a disability and my need for this request by contacting:
	Name	
	Addre	2SS
	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:_____

Appendix D

VAWA POLICY

Public Housing – Admissions and Occupancy Plan Section 8 – Administrative Plan

POLICY ON PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE ("VAWA POLICY")

Approved by FHRA Board of Commissioners: October 9, 2007

I. <u>Purpose</u>

The Fargo Housing and Redevelopment Authority (FHRA) has adopted this policy in compliance with the "Violence Against Women and Justice Department Reauthorization Act of 2005" ("VAWA" or "the Act", P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. The PHA will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The PHA notes and supports the statements of Congressional purpose set forth in VAWA including those listed below (paraphrased from the statute).

The purpose of this subtitle (Title VI, Housing Opportunities and Safety for Battered Women and Children) is to

- Reduce domestic violence, dating violence, sexual assault and stalking; and protect victims of such criminal acts;
- Prevent homelessness caused by domestic violence;
- Create long-term housing solutions for victims of domestic violence;
- Build collaborations among victim service providers, homeless service providers, housing providers and housing agencies to address the housing needs of victims of domestic violence; and
- Enable public and assisted housing agencies, private landlords, private management companies and other housing providers and agencies to respond appropriately to domestic violence, while maintaining a safe environment for all housing residents.

II. <u>Protection of Victims</u>

- A. For the purpose of this policy, the term "domestic violence" encompasses acts or threats of domestic violence, dating violence, sexual assault and stalking, as those terms are defined in VAWA.
- B. VAWA protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence shall not be considered "serious or repeated lease violations" by the victim or "criminal activity" by the victim that is grounds for termination of the lease or of housing assistance.
- C. VAWA protections are available to both applicants for and recipients of housing assistance through the Public Housing program and Section 8 rent assistance programs, including tenant-based Housing Choice Vouchers (HCV) and Project-Based Vouchers (PBV).
- D. VAWA protects both women and men who are victims of domestic violence.
- E. The protections provided by VAWA and this policy are to be observed and enforced by all PHA staff, individuals and agencies contracting with the PHA, and property owners participating in the Section 8 Housing Choice Voucher or Project-Based Voucher programs.
- F. VAWA does not limit the authority of the PHA or a property owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

III. <u>Certification</u>

- A. <u>PHA May Request Certification</u>. If an applicant, public housing resident or voucher participant claims protection under VAWA against denial of an application, termination of tenancy or assistance, or other adverse action, the PHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time allowed, he or she will lose the legal protections under VAWA.
- B. <u>Acceptable Forms of Certification</u>. There are three ways to comply with a certification request by the PHA:
 - i. Complete a certification form approved by HUD (Form HUD-50066 or other approved form);
 - ii. Provide a police report or court record;
 - iii. Provide a document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking.

- C. <u>Self-Certification; Request for Additional Information</u>. The PHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If the PHA has reason to believe the information provided in the certification is inaccurate or incomplete in material respects, the PHA may request additional information, also certified or attested.
- D. <u>Perjury.</u> The certification must state that the victim and any other person signing it or providing documentation are doing so under penalty of perjury (28 U.S.C. 1746).
- E. <u>Time limit.</u> The applicant, public housing resident or voucher participant must deliver the certification in one of these three ways within 14 business days after receiving the housing authority's request for certification.

IV. <u>Confidentiality</u>

Information provided by an applicant, resident or participant about an incident or incidents of domestic violence, dating violence or stalking involving that person or a member of the household will be held by the PHA in confidence and not shared without the consent of the person who provided the information, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

- V. <u>Notices.</u> The PHA will provide notices explaining the VAWA protections to applicants for housing assistance (both Section 8 Housing Choice Vouchers and Public Housing), to public housing residents and Section 8 voucher participants, and to property owners participating in the voucher program.
- VI. Leases; Bifurcation of Leases: As required by VAWA, the public housing lease and the Section 8 lease addendum shall provide that the PHA or a property owner may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

The PHA will revise the public housing lease to include provisions required by VAWA. For the interim period before the new lease can be signed by all tenants, the PHA will provide a lease addendum applicable to all leases. In the Section 8 HCV and PBV programs the PHA will require a new lease addendum, provided by HUD.

VII. Rights of PHA and Property Owners to Evict or Terminate Assistance

- A. Eviction for reasons other than domestic violence. VAWA specifically preserves the rights of the PHA and property owners to deny or terminate housing assistance to a victim of domestic violence for reasons other than the criminal activity related to the domestic violence, provided that no higher standard is applied.
- B. Failure to Submit Certification After Request by PHA. If the person claiming to be a victim within the protection of VAWA fails to deliver the certification or other documentation within 14 business days after receiving the PHA's request, that person loses the legal protections under VAWA.

C. **Imminent and Actual Threat.** VAWA specifically preserves the rights of the PHA and property owners to evict or terminate from assistance any tenant or household member if the PHA or the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

VIII. <u>POLICY DISTRIBUTION AND TRAINING</u>

This Policy will be included in the Admissions and Occupancy Plan for the Public Housing Program and in the Administrative Plan for the Section 8 Housing Choice Voucher Program. It will also be:

- 1. Distributed to all PHA supervisors.
- 2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
- 3. Posted on PHA's website, <u>www.fargohousing.org</u>
- 4. Explained in orientation and training sessions for supervisors and other staff who have regular contact with applicants, public housing residents or Section 8 voucher participants.

Appendix E

FARGO HOUSING & REDEVELOPMENT AUTHORITY ND014 AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY

i. STEPS TO OVERCOME IMPEDIMENTS TO FAIR HOUSING CHOICE

The Fargo Housing & Redevelopment Authority (FHRA), is committed to furthering fair housing. The FHRA works closely with its participants, partner agencies and local governments to further the interests of fair housing.

The primary impediments to fair housing choice identified by the City of Fargo, ND, in its most recent Analysis of Impediments to Fair Housing are the following:

- A. Access to Homeownership Opportunity;
- B. Availability of Accessible Housing for Persons with Disabilities;
- C. Discrimination;
- D. Education;
- E. Historic Isolation
- F. Language Barriers.
- G. NIMBY (Not in My Back Yard)

The Fargo HRA will engage in the following specific steps to overcome these barriers.

A. Access to Homeownership Opportunity.

Fargo Housing & Redevelopment Authority is committed to expanding homeownership opportunities for those who have been traditionally underrepresented in the homeownership market. Although the Analysis to Impediments to Fair Housing (AIFH) found that homeownership rates overall are lower for nearly all households within racial minority categories and households with mobility of self-care limitations than White Non-Hispanic households (66% homeownership rate overall), this disparity was primarily due to differences in those households whose incomes are under 80% of area median income (AMI).

Native Americans households have the lowest homeownership rate overall. The overall homeownership rates for Native American (28%), Hispanic (39%) and Asian (39%) households are all significantly below the rate for White Non-Hispanic households. However,

for Hispanic and Asian households over 80% over AMI, the homeownership rates increase to 81% and 89% respectively. The rate for Native American households over 80% over AMI is still significantly lower at 60%. The AIFH determined there are not significant impediments to fair housing choice at moderate income or above, but there is a greater variance when controlled for income.

The Fargo Housing & Redevelopment Authority (FHRA) will take the following steps to address this impediment:

- 1. Operate a Housing Choice Voucher (HCV) Homeownership Program targeted at individuals under 50% of AMI.
- 2. Operate a Public Housing 5h program.
- 3. Annually distribute information regarding both the HCV Homeownership and Family Self-Sufficiency (FSS) Programs to organizations in the county serving persons of protected classes.
- 4. Annually conduct at least one homeownership event targeted to persons of protected classes.
- 5. Conduct strategic outreach activities to Native American, Hispanic, New Americans and Asian households participating in the HCV program but not enrolled in FSS.
- 6. Continue to develop projects similar to the FHRA's Bluestem homes where Rent-to-Own is augmented with rent refunds towards equity development, etc.

B. Availability of Accessible Housing for Persons with Disabilities

The FHRA will take the following steps to address this impediment:

- 1. Actively encourage property owners owning accessible rental units to participate in the HCV program.
- 2. Provide information and post information on accessible units when they become available to rent.
- 3. Maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- 4. Provide appropriate reasonable accommodations to applicants and participants in order for them to take full advantage of the FHRA housing programs and related services.
- 5. Appropriately maintain the current stock of accessible units owned by the FHRA and actively market these units to those in need of accessible housing.
- 6. Include new accessible units in any future housing development conducted by the FHRA.
- 7. Continue to develop projects such as New Horizons a fully accessible building, one of seven in the nation.

C. Discrimination

1. Provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any

recourse available to them if they believe they may be victims of discrimination.

- 2. Assist any household that believes they have suffered illegal discrimination by providing copies of the housing discrimination form and the address and telephone number of the HUD Denver Office of Fair Housing and Equal Opportunity.
- 3. Include in the admissions briefings for all FHRA programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- 4. Refer households to the local non-profit legal services organization, Legal Services of North Dakota, for legal advice if they believe that discrimination has occurred.
- 5. Encourage tenant education about rights and responsibilities by holding Tenant Education classes monthly.
- 6. Educate landlords about rights and responsibilities both through classes and relationship with landlord associations.

D. Education

As is often the case with government services and resources, a significant limitation upon their use is the fact that much of the population is unaware of the resources available to them. To amend this situation the FHRA will take the following steps:

- 1. Maintain and expand current tenant and landlord education programs that expose applicants and residents to further services and how they can access them.
- 2. Landlord training where Fair Housing guidelines and requirements are a central component.
- 3. Advertise prolifically so as to reach eligible populations.
- 4. Expand partnerships with other agencies (current partnerships number 25) who will refer eligible applicants to FHRA services.
- 5. Continue to provide notifications of FHRA resources in neighborhoods where eligible populations are prevalent.

E. Historic Isolation

It is evident from many older and larger cities that affordable housing tends to find itself isolated from the rest of the community. Often this can result in degraded conditions and discrimination. To prevent such isolation and ensure a healthy and diverse community the FHRA will take the following steps:

- 1. Continue placement of affordable housing within high and middle income areas. In the last three years the FHRA has constructed 84 units in mid to high income areas.
- 2. Continue to provide aesthetically pleasing and integrated units so as to avoid misconception held by many regarding what affordable housing looks like.
3. Plan for FHRA developments in parts of the metro area that are growing rapidly and where housing values would normally preclude affordable housing.

F. Language Barriers

There are numerous individuals with limited English proficiency (LEP) in the Fargo, ND / Moorhead, MN Metropolitan Statistical Area. The primary languages with which the FHRA deals are English, Bosnian, Arabic and Somali and the community has numerous refugee/immigrant populations. The FHRA will take the following steps to address this impediment.

- 1. Actively recruit bilingual staff.
- 2. Provide interpreters to all LEP households requesting them.
- 3. Translate required forms, documents and publications into languages other than English, as needed when there is a significant population in need of materials in a particular language.
- 4. Encourage local homebuyer and tenants' rights programs to continue to offer their programs in languages other than English.
- 5. Market homebuyer and tenants' rights classes that are scheduled to be offered in languages other than English.
- 6. Make available a professional telephone interpreter service that can operate in every language the FHRA is likely to encounter.

G. NIMBY (Not in My Back Yard)

As with many other communities the Fargo area often experiences resistance from neighbors and activists when planning a new affordable housing or supportive housing development. To overcome this resistance so as to provide much-needed housing assistance the FHRA will take the following steps:

- 1. Active and open participation in City Council meetings where grievances and concerns are discussed and can be addressed.
- 2. Full disclosure of plans and developments with neighbors with the intent of dispelling myths and unfounded fears.
- 3. Construction of facilities that blend with neighborhood's character.
- 4. Meet often with landlord and homeowner organizations to discuss issues and attempt to reach an amicable solution.

ii. STEPS TO REMEDY DISCRIMINATION IN HOUSING

It is the policy of the Fargo Housing & Redevelopment Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Fargo Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national

origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Fargo Housing & Redevelopment Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap, or national origin:

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different from that provided others.
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
- E. Treat a person differently in determining eligibility or other requirements for admission.
- F. Deny a person access to the same level of services.
- G. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing or tenant-based housing programs.

iii. STEPS TO PROMOTE FAIR HOUSING RIGHTS & CHOICES

To further its commitment to further fair housing, the Fargo Housing & Redevelopment Authority will engage in the following activities to promote fair housing rights and choices:

- A. Prominently display a Fair Housing Poster in every development office owned by the FHRA and in the FHRA's main office.
- B. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Fargo Housing & Redevelopment Authority
- C. Publicize the availability and nature of the HCV Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.
- D. Be conscious of the use of human models used in its publications to avoid signaling any sense of discrimination.
- E. Conduct special outreaches to minorities, persons with disabilities and very lowincome families.
- F. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.

- G. Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.
- H. Work with the Legal Services of North Dakota to further fair housing in the community.
- I. Hold briefings, which include information on fair housing, for owners who participate in or who request information about the HCV Program.
- J. Actively encourage owners of suitable units located outside of low-income or minority concentration to participate in the HCV Program.
- K. Provide family choice through portability and allowing families to find suitable and eligible housing in the private market not only in Cass County but also through our cooperative agreements with Fargo, ND and Clay County, MN.
- L. Assist applicants and participants with housing and neighborhood choices by maintaining a list of available rental properties and by informing applicants about other housing programs we offer for which they qualify.

Appendix F

COMMUNITY SERVICE REQUIREMENT

As of January 1, 2001, public housing tenants will be expected to complete 8 hours of community service each month with the following exemptions:

- 1. Adults who are 62 years of age or older
- 2. Persons with disabilities unable to comply with the community service requirement
- 3. Persons engaged in work activities
- 4. Persons participating in Welfare to Work programs
- 5. Persons receiving assistance from and in compliance with a State program funded under Part A Title IV of the Social Security Act

The FHRA will verify an adult's exemption status annually at annual reviews or if family circumstances change. Verifications accepted for exemptions include, but are not limited to

- 1. Verification of employment
- 2. High school, college, tech school, ESL, adult education, or other class registration
- 3. Training, education, employment, management (TEEM) participation verification
- 4. Entrepreneurship for Single Parents and Minorities program participation
- 5. Disability that precludes community service

Possible ways to accrue community service hours include, but are not limited to:

Neighborhood watches, safe houses, headstart, churches, daycares, Charism Center, schools, Clearing Bureau, and the United Way. If you have questions whether or not a certain activity would qualify, please call the office.

More information regarding community service will be available at your next annual review. If you are currently doing some volunteer work, keep track of the dates, hours, type of work done, name of agency or individual, and have an authorized person sign and put their phone number on it and send it in to be put in your file or bring it to your next annual review.

Failure to comply with the community service requirement may result in the eviction of the entire family.

Community Services and Self-Sufficiency Requirement Certification For Non-Exempt Individuals Entrance Acknowledgement

Date:

Name:_____

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature:	

Date of Signature:_____

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COMMUNITY SERVICE VERIFICATION

DATE	
TENANT NAME	-
VOLUNTEER NAME	_
NAME OF AGENCY/INDIVIDUAL RECEIVING SERVICES	-
DESCRIPTION OF VOLUNTEER WORK	-
DATES AND HOURS WORKED	-
	-
I VERIFY THAT THE INDIVIDUAL NAMED ABOVE HAS COMP ABOVE LISTED VOLUNTEER SERVICES.	LETED THE
AUTHORIZED SIGNATURE/TITLE/PHONE NUMBER	DATE
TENANT SIGNATURE	DATE

PROGRAM MANAGER

Appendix G

REPAYMENT AGREEMENT POLICY

It is the policy of the Fargo Housing and Redevelopment Authority that we will not provide Rental Assistance, nor Public Housing to a family who has an indebtedness to any Federally Assisted Housing program until either the balance has been paid in full, or a Repayment Agreement has been executed.

A monthly payment amount will be established after a review of all relevant family income information. The Applicant/Participant will remain in good standing with the Housing Authority as long as all payments are received in a prompt, timely manner.

Repayment Schedule

\$1 - \$1,000	1/4 FIRST PAYMENT	\$50.00 each month until paid in full
\$1,001 - \$2,999	¹ ⁄4 FIRST PAYMENT	\$100.00 EACH MONTH UNTIL PAID IN FULL
\$3,000 – over	¹ ⁄4 FIRST PAYMENT	\$150.00 EACH MONTH UNTIL PAID IN FULL

ALL REPAYMENT AGREEMENTS WILL STATE THAT THE MONTHLY PAYMENT IS DUE ON THE FIRST OF THE MONTH.

All Repayment Agreements regardless of debt amount (even 1. - 1,000) must have a 50.00 minimum monthly payment.

If a payment is not received in the given month a participant will be notified on their monthly statement that this payment along with the next month's payment will both be due by the 20^{TH} of that month. If this payment is not received by that date termination/eviction will proceed.

If the 20^{TH} falls on a holiday or weekend the due date will be moved to the next working day.

EXAMPLE: TENANT OWES \$50.00 PER MONTH. IN APRIL THE PAYMENT WAS NOT RECEIVED. ON THE END OF THAT MONTH STATEMENT WHICH GOES OUT THE LAST WEEK OF APRIL WILL HAVE A NOTE ON IT SUCH AS:

Your April payment in the amount of \$50.00 has not been received by this date. Now your May payment (\$50.00) is also due. Please be sure that \$100.00 is paid by May 20^{TH} to avoid termination/eviction.

Failure to abide by this Repayment Agreement may result in one or more of the following actions:

- A. Applicant's name will be removed from all waiting lists. If the applicant should wish to receive assistance from this agency at a future date, they will have to: a) pay their debt in full and b) complete a new application.
- B. Participants who have materially misrepresented their income or family composition will have their assistance terminated with this agency providing proper notice to the landlord.
- C. Participants who have unpaid damage claims will not be allowed to move to another unit, with assistance from our agency, until this balance is paid in full.
- D. Participants will have their accounts referred to a collection agency.
- E. Participants will be referred to a credit bureau and other appropriate clearinghouses that maintain debt information.
- F. Participant names(s) will be placed on a delinquency listing, which will be distributed to other Federally Assisted Housing Programs.

It should be noted that this Agreement would be in default when **ONE (1)** payment is delinquent. When the Repayment Agreement is in default, <u>NO FUTURE</u> <u>AGREEMENT WILL BE MADE WITH THE SAME HOUSEHOLD AND ALL MONIES BECOME DUE IN</u> <u>FULL.</u>

Appendix H

MAINTENANCE CHARGES / REQUIRMENTS FOR VACATING

If you need to place a work order, contact our office Monday - Friday between 8:00am-4:30pm at 293-6262. Any calls that are made after our business hours or on weekends **MUST** be an emergency.

If the maintenance repair is a tenant-caused damage or a non-emergency call made after business hours you will be billed the following:

<u>Labor</u>

% hr. minimum labor \$30.00/hr. during work hours

1 hr. minimum labor \$45.00/hr. after hours and weekends

Lock-Out

\$25.00/hr. work day \$50.00/hr. after hours and weekends

Change Locks

\$30.00/hr. work day \$50.00/hr. after hours and weekends

Toilet Plugged

\$30.00/hr. work day \$50.00/hr. after hours and weekends

Toilet New

Cost of toilet + related parts + labor

<u>Unplug Drain</u>

\$30.00/hr. work day \$50.00/hr. after hours and weekends

Smoke Detectors

Cost of detector + labor In-house battery = \$2.00

Rescreening Windows

\$25.00 for first screen + labor \$10.00 per screen after

Other Tenant-Caused Damages Labor + Materials

<u>Keys</u>

\$5.00/Machine Cut \$10.00/Graver FOB \$10.00/Highrise Security Card \$15.00/New Horizons Security Card

> Please call in a work order for no heat, plugged drain/toilet, or no hot water as soon as you become aware that there is a problem.

REQUIREMENTS FOR VACATING

Resid	lent(s) Name(s):	
Resid	ent 1 Resident 2	
Unit A	Address	
	will acknowledge your vacating notice received on	
You h	nave been given notice to vacate by	
	checkout appointment is am/pm at your unit.	20
	e unit is not empty and cleaned by this date, full market rent will be charged for the carry over days.	
If you	need to reschedule, please call 478-2557 or management will complete move-out inspection if you are not at scheduled app	ointment.
We ha back. unit m	Resident, ave enclosed some helpful hints to assist you in vacating your apartment so it will assist you in receiving your security/damage Please review and complete the following items. At the time of the check out, you must be present to review the unit; at this nust be 100% clean and empty. If the following items are done and there is no damage, unpaid charges, or delinquent re ity/damage deposit will be forwarded to your forwarding address.	s time the
1	Bathroom: Floors and fixtures should be immaculate. Rinse thoroughly and dry all fixtures. Clean wall til	e around
	bathtub and toilet. Exhaust fan must be clean. Sink must be clean and polished.	
2	Basement: (If Applicable) Sweep and scrub floors. Remove all debris and belongings.	
3	Carpet Shampooing: (If Applicable) Please make arrangements with a professional carpet cleaner to clean ye	our carpet
	the day you move-out and leave your receipt on the counter or drop it off at the office. Otherwise, the cost of the cleaning	ıg will be
	taken directly from your Security Deposit. If the condition of carpet warrants excessive damage, then the resident will b	e charged
	an additional charge.	
4	Closets: Wash interior and exterior of walls and doors. Please remove any marks on walls from luggage, et	c. Door
	tracks and bi-fold doors should also be washed and wiped clean.	
5	Electrical Fixtures: Fan blades and light fixtures should be washed clean. All non-working bulbs must be	replaced
	or you will be charged \$1.00 per bulb. Wipe outlet/switch covers. There will be a \$1.00/per cover charge to resident	for any
	broken covers.	
6	Floors: Must be absolutely clean. Vacuum, sweep and scrub floors.	
7	Garage Stall: (If Applicable) Sweep and clean. Remove all debris and belongings.	
8	Heat Registers/Air Conditioners/Cold Air Returns: Clean and vacuum. A/C Panel: Take off and wash.	
9. <u> </u>	Keys: ALL keys should be turned into the office, and also your forwarding address. There will be a \$5.00 c	harge
	for each key that is not returned.	
10	Kitchen Sink: Must be clean and polished. Must have sink and disposal stoppers. Missing stoppers will be	2

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charged to resident.

- 11. Kitchen Cabinets: Clean inside and out.
- 12. **Lawn Care:** (**If Applicable**) Depending on Season; mow your lawn, weed flower beds/gardens, or shovel your driveway and sidewalk. Yards not maintained will be charged to resident.
- 13._____Refrigerator: Must be absolutely clean inside and out. Make sure the refrigerator and freezer are defrosted, <u>then</u> <u>set to #2 setting</u>. Refrigerator must be pulled out (use a rug or cardboard underneath refrigerator to protect linoleum), and clean behind, underneath, and on sides. Leave the 2 empty ice trays in freezer. Missing ice trays will be charged to resident.
- 14. _____Smoke Detectors: Wipe down and REPLACE ALL BATTERIES. Damaged or nonworking smoke detectors will be charged to resident.

15._____Storage Areas: Vacuum or sweep. Remove all debris and belongings.

- 16. Stove: Must be clean, and all parts free from grease and splash. The vent hood above the stove must be cleaned and the filter washed out. The stovetop must be lifted up and the area by the burners must be cleaned and must be pulled out, and cleaned behind and underneath. Clean or replace all drip pans can be purchased for a minimal amount at Walmart, Kmart, etc.
- 17. **Trash:** All unwanted items should be placed in containers and deposited in dumpsters. **DO NOT** place furniture in the dumpsters or in the alley, as there will be an additional charge. All furniture must be taken with you. For a special pick-up please contact the Solid Waste Department at 241-1449.
- 18. Utilities: You are responsible for utilities until the end of the lease. (See below for telephone numbers)
- 19. **Walls:** Must be **WASHED** absolutely clean. Use a mild solution to remove ordinary dirt and marks. (Mr. Clean's Magic Eraser works great!) Large holes in walls and ceilings will be charged to resident.
- 20. **Windows:** Should be washed on the insides and outsides. Window wells, sliding tracks and sills should be cleaned out. Any damaged windows, screens or frames will be charged to resident.
- 21. Window Blinds: Any broken or heavily stained blinds will be charged to resident.

IF YOU MOVE DURING THE WINTER MONTHS, MAKE SURE YOUR HEAT IS SET AT 60 DEGREES - IF YOUR WATER PIPES FREEZE AND BREAK, YOU COULD BE CHARGED FOR DAMAGES.

MAKE SURE TO DISCONNECT YOUR UTILITIES AFTER YOU HAVE MOVED OUT:

 XCEL ENERGY:
 1-800-895-4999

 WATER/SEWER/GARBAGE:
 241-1327

 CASS COUNTY ELECTRIC:
 356-4400

Please call 478-2557 if you have any questions. Thank you.

Meliha Project Manager

FARGO HOUSING AND

REDEVELOPMENT AUTHORITY



Section 8 Housing Choice Vouchers Shelter Plus Care Certificates

January 2011

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

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F. Repayment Agreement Policy *APPROVED BY THE FHRA BOARD OF COMMISSIONERS ON OCTOBER 12th, 2010

OUR MISSION

It is the mission of the Fargo Housing and Redevelopment Authority to provide affordable and quality housing, services, and opportunities to low-income and special need families and ensure program integrity by all program participants.

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 loocal law and will abide by the following:

- A. <u>Title VI of the Civil Rights Act of 1964</u>, which prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance;
- B. <u>NDCC 14-02.4</u>. 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. <u>Section 504 of the Rehabilitation Act of 1973</u>, which prohibits discrimination based on handicap in programs receiving federal financial assistance;
- D. <u>The Age Discrimination Act of 1975</u>, which prohibits discrimination based on age in programs receiving federal assistance;
- E. <u>Executive Order 11063</u>, 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. <u>The Fair Housing Act</u> at 42 U.S.C. 3610-3619 and the implementing regulation at CFR 24 parts 100, 108, 109 and 110;
- G. <u>Title II of the American with Disabilities Act</u> (42 U.S.C. 12101-12213) to the extent possible.

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

<u>Single Person Family</u> - 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.

<u>**Continuously-assisted Family</u>** - 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:</u>

- 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 nonapplicable, 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 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.
- 9. College/vocational students who are head of household will be eligible for Section 8 assistance if, the student is:
 - a. Over 23; or
 - b. Married; or
 - c. Has dependent child; or
 - d. Is a veteran; or
 - e. Disabled and was receiving assistance as of 11/30/05.

If a student does meet one of the five criteria and is otherwise eligible, then the student would be eligible.

However, if the student does not meet any of these 5 criteria, then the student must meet an additional two part test to be Section 8 eligible:

- a. the student must be eligible for Section 8 assistance, and
- b. The student's parents, individually or jointly, must be eligible for Section 8 assistance unless the student can demonstrate his or her independence from parents.

When calculating income eligibility, all public and private sources of financial assistance less tuition would be counted as income unless the student is over 23 with a dependent child or living with his/her parents or guardian.

10. The FHRA will select families for participation in the voucher program in accordance with the following local preference:

LOCAL PREFERENCE FOR SELECTION

The FHRA will select families for participation in the voucher program in accordance with the following local preferences. Preferences will be assigned a point value and ranked cumulatively. 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 (10 Points). 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 has completed the Rape & Abuse Counseling Center (RACC) Domestic Violence Awareness Group.

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.

A participant 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.

A participant who qualifies for domestic preference must continue attending counseling through the local Rape and Abuse Counseling Center or an accredited counseling center of their choice may 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 (8 Points). 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 (5 Points).
- D. Persons moving into the Graver Inn (4 Points).
- E. Persons moving into Sisters Path Treatment Center (1 Point).
- F. Near-elderly person whose head of household is 50 years of age or older (1 Point).
- G. Persons with disabilities as defined by 42 U.S.C. 423 (1 Point).
- H. Families with minor children (1 Point).
- I. Household member with US Veteran status (1 Point).
- J. A current resident of Cass County (2 Points).
- K. Money Follows the Person preference for qualified participants of the Money Follows the Person vouchers.

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. * *A family with multiple generations will be issued one additional bedroom if needed*. Families will be issued a Voucher based on the smallest size appropriate for their needs based upon the following:

Cert./Voucher Size	<u>Minimum</u>	<u>Maximum</u>
0-Bedroom	1	1
1-Bedroom	1	4
2-Bedroom	2	6
3-Bedroom	5	8
4-Bedroom	7	10
5-Bedroom	9	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 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
- <u>"A Good Place to Live"</u> booklet
- Lead-based paint brochure
- <u>Housing discrimination information</u> 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.

ND014r01 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 until amount is paid in full. A second repayment due to a families material representation will be cause for termination from the program); 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, *violent 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.

*Violent criminal activity includes but it is not limited to criminal use of physical force against person or property and threats of violence.

- a) <u>Ineligibility if evicted or terminated for drug related activity</u> 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) <u>Ineligibility for abuse of alcohol</u> 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) <u>Screening out or terminating illegal drug users and alcohol abusers</u> 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

ND014r01 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 a substantiated need to access critical medical care available only in a particular location.

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 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 <u>ALL</u> 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. A second repayment due to a families material representation will be cause for termination from the program. 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.

9. Utility allowances will be based on documented proof of actual usage for the unit under lease or the Section 8 matrix, whichever is least.

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 reexaminations 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 <u>will not</u> 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.

Full-time student status:

Independence from parents; verifications include:

The student must have established a household separate from his/her parent(s)/guardian(s) for at least one year prior to applying for assistance.

The student must not be claimed as a dependent by parent/guardian on their Internal Revenue Service tax return.

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.

HOUSING CHOICE VOUCHER & VASH PORTABILITY

1. General Policies of the FHRA Housing Authority for Housing Choice Vouchers and Veterans Affairs Supportive Housing (VASH)

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. Under extraordinary circumstances the FHRA may consider allowing more than one move in a 12-month period. In compliance with the Violence Against Women Act (VAWA) the FHRA may permit a family to move under portability "if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit." Before permitting such a move, the FHRA will ask the family to "provide the HUD-approved certification form (HUD-50066) or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit."

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:

- The FHRA does not have sufficient funding for continued assistance and,
- 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 PHA 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. <u>Participants</u>

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) <u>Unreported Income</u> 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) <u>Fraud</u> 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. <u>Fraud Recovery</u>

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 (Shelter Plus Care Certificates)

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 52580 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

- 1. The voucher payment standard will become effective January 1, each year after the new Fair Market Rents are published by HUD and will reflect the local market.
- 2. As of 01/01/11, the payment standard shall be:

\$440	0 Bedroom
\$525	1 Bedroom
\$650	2 Bedroom
\$910	3 Bedroom
	35

\$1050 4 Bedroom \$1200 5 Bedroom

- 3. The payment standard for mobile home pads is set at 110 percent of Fair Market Rent due to high rents locally.
- 4. Exception payment standard ensures that a family with a person with disabilities can rent a unit that meets the disabled person's need specific to the disability.

....

- Case by case approval by Deputy Director as a reasonable accommodation.
- Family must request an exception rent in writing.

	2011
0 Bedroom subsidy rate	\$445
1 Bedroom subsidy rate	\$529
2 Bedroom subsidy rate	\$673
3 Bedroom subsidy rate	\$971
4 Bedroom subsidy rate	\$1123
5 Bedroom subsidy rate	\$1320

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.

<u>Common Space</u> 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 prorate 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.

PROJECT BASED SECTION 8 UNITS

The Fargo Housing & Redevelopment Authority may reserve up to 10 percent of their voucher allocation for project based assistance (PBA). Income targeting will be maintained on a program wide basis.

A separate waiting list for PBA will be maintained by date and time of application. The waiting list and all related operating procedures will be the same as the tenant based program.

Transfer of assistance from PBA to TBA: The Housing Authority will issue a tenant based voucher to a participant who wishes to move from the PBA program only when a tenant based voucher is available. A project based participant will be given priority for the first voucher when it becomes available.

> S-8 Admin Plan 7-99 Rev. 10-07 Rev. 10-09 Rev. 10-10

APPENDIX A

INCOME GUIDELINES

Effective: 05/2010 – 2011

Federal Guidelines mandate at least 75% of our clients must be eligible under Extremely Low guidelines, 25% may be eligible under Very Low guidelines.

Income includes ALL income the household receives from ALL sources.

NUMBER OF PEOPLE	EXTREMELY LOW	VERY LOW
1	\$14,350	\$23,850
2	\$16,400	\$27,250
3	\$18,450	\$30,650
4	\$20,450	\$34,050
5	\$22,100	\$36,800
6	\$23,750	\$39,500
7	\$25,400	\$42,250
8	\$27,000	\$44,950

APPENDIX A FARGO HOUSING & REDEVELOPMENT AUTHORITY Rental Assistance - Voucher Program

Effective 1-1-2011

\$ 9.00

\$ 3.00

<u>\$12.00</u>

\$13.00

<u>\$43.00*</u>

\$ 9.00

\$ 9.00

\$ 3.00

\$12.00

\$13.00

\$43.00*

\$ 9.00

2011 Payment Standard

Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$81.00	\$73.00	\$64.00
Propane	\$212.00	\$178.00	\$151.00
Fuel Oil	\$29600	\$257.00	\$219.00
Excel Electric	\$84.00	\$75.00	\$66.00
Cass County Electric	\$68.00	\$60.00	\$53.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add::

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$525.00 Rent plus utilities 1 Bedroom Utility			1 Bedroom Utility Rate
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$81.00	\$73.00	\$64.00
Propane	\$212.00	\$178.00	\$151.00
Fuel Oil	\$296.00	\$257.00	\$219.00
Excel Electric	\$84.00	\$75.00	\$66.00
Cass County Electric	\$68.00	\$60.00	\$53.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add .:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$650.00 Rent plus utilities 2 Bedroom Utili			2 Bedroom Utility Rate
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$104.00	\$92.00	\$80.00
Propane	\$280.00	\$237.00	\$202.00
Fuel Oil	\$394.00	\$343.00	\$292.00
Excel Electric	\$107.00	\$95.00	\$84.00
Cass County Electric	\$85.00	\$75.00	\$65.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add::

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

* \$4.00 for each additional person in household

\$11.00
\$ 4.00
\$14.00
<u>\$17.00</u>
\$43.00
\$ 9.00

Payment Standard - \$910.00 Rent plus utilities 3 Bedroom Utility			
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$125.00	\$111.00	\$92.00
Propane	\$344.00	\$293.00	\$249.00
Fuel Oil	\$487.00	\$424.00	\$360.00
Excel Electric	\$128.00	\$113.00	\$98.00
Cass County Electric	\$101.00	\$89.00	\$76.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$1,050.00 Rent plus utilities 4 Bedroom Utility Rate				
-	Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas		\$151.00	\$133.00	\$115.00
Propane		\$421.00	\$359.00	\$306.00
Fuel Oil		\$598.00	\$520.00	\$442.00
Excel Electric		\$152.00	\$134.00	\$117.00
Cass County Electric	c	\$119.00	\$104.00	\$89.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$1,200 Rent plus utilities			5 Bedroom Utility Rate
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$175.00	\$154.00	\$133.00
Propane	\$493.00	\$423.00	\$359.00
Fuel Oil	\$703.00	\$611.00	\$520.00
Excel Electric	\$181.00	\$161.00	\$140.00
Cass County Electric	\$138.00	\$121.00	\$103.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

* \$4.00 for each additional person in household

<u>\$17.00</u>
\$7.00
\$19.00
\$24.00
\$43.00*
\$9.00

\$20.00

<u>\$8.00</u>

\$22.00

\$28.00

\$43.00*

<u>\$9.00</u>



<u>\$16.00</u> \$21.00

\$9.00

APPENDIX A FARGO HOUSING & REDEVELOPMENT AUTHORITY Rental Assistance - Voucher Program

Effective 1-1-2011

\$ 9.00

\$ 3.00

<u>\$12.00</u>

\$13.00

<u>\$43.00*</u>

\$ 9.00

\$ 9.00

\$ 3.00

\$12.00

\$13.00

\$43.00*

\$ 9.00

\$11.00

\$ 4.00

\$14.00

<u>\$17.00</u>

<u>\$43.00*</u>

\$ 9.00

2011 Exception Payment Standard

Payment Standard - \$445.00 Rent plus utilities Efficiency Utility Ra				
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)	
Natural Gas	\$81.00	\$73.00	\$64.00	
Propane	\$212.00	\$178.00	\$151.00	
Fuel Oil	\$29600	\$257.00	\$219.00	
Excel Electric	\$84.00	\$75.00	\$66.00	
Cass County Electric	\$68.00	\$60.00	\$53.00	

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add::

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$529.00 Rent plus utilities 1 Bedroom Utility Rate			
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$81.00	\$73.00	\$64.00
Propane	\$212.00	\$178.00	\$151.00
Fuel Oil	\$296.00	\$257.00	\$219.00
Excel Electric	\$84.00	\$75.00	\$66.00
Cass County Electric	\$68.00	\$60.00	\$53.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add .:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$673.00 Rent	plus utilities		2 Bedroom Utility Rate
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$104.00	\$92.00	\$80.00
Propane	\$280.00	\$237.00	\$202.00
Fuel Oil	\$394.00	\$343.00	\$292.00
Excel Electric	\$107.00	\$95.00	\$84.00
Cass County Electric	\$ 85.00	\$75.00	\$65.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add .:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

* \$4.00 for each additional person in household

Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas	\$125.00	\$111.00	\$92.00
Propane	\$344.00	\$293.00	\$249.00
Fuel Oil	\$487.00	\$424.00	\$360.00
Excel Electric	\$128.00	\$113.00	\$98.00
Cass County Electric	\$101.00	\$89.00	\$76.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$1,123.00 Rent plus utilities 4 Bedroom Utilities			4 Bedroom Utility Rat	
יַד	ype of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)
Natural Gas		\$151.00	\$133.00	\$115.00
Propane		\$421.00	\$359.00	\$306.00
Fuel Oil		\$598.00	\$520.00	\$442.00
Excel Electric		\$152.00	\$134.00	\$117.00
Cass County Electric		\$119.00	\$104.00	\$89.00

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

Payment Standard - \$1,320 Rent plus	utilities	-	5 Bedroom Utility Rate		
Type of Heating	Single Family House or Mobile Home	Duplex	Apartment Building (3+ Units)		
Natural Gas	\$175.00	\$154.00	\$133.00		
Propane	\$493.00	\$423.00	\$359.00		
Fuel Oil	\$703.00	\$611.00	\$520.00		
Excel Electric	\$181.00	\$161.00	\$140.00		
Cass County Electric	\$138.00	\$121.00	\$103.00		

If you have to pay lights, add:

If you have to pay to heat an electric cooking stove, add:

If you have to pay for heating a gas hot water heater, add:

If you have to pay for heating an electric hot water heater, add:

If you have to pay for the water, sewer, and garbage, add:

If you have to pay for electricity to run an air conditioner, add:

\$20.00 \$8.00 \$22.00 \$28.00 \$43.00* \$9.00

<u>\$12.00</u>

\$16.00

\$21.00

\$43.00*

<u>\$9.00</u>

<u>\$17.00</u>

\$7.00

\$19.00

<u>\$24.00</u>

\$43.00*

<u>\$9.00</u>

\$6.00

* \$4.00 for each additional person in household

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10-2010

APPENDIX B

FARGO HOUSING AND REDEVELOPMENT AUTHORITY

325 Broadway, Fargo, ND 58102 PHONE: 701-293-6262, FAX: 701-293-6269

SECTION 8 HOMEOWNERSHIP PROGRAM



FARGO HOUSING AND REDEVELOPMENT AUTHORITY AN EQUAL HOUSING OPPORTUNITY PROVIDER

SECTION 8 HOMEOWNERSHIP ADMINISTRATIVE PLAN

The Fargo Housing and Redevelopment Authority will administer the Section 8 Home Ownership Program in compliance with the regulations established by the Department of Housing and Urban Development in 24 CFR Parts 5, 903 and 982. This program is in keeping with the mission of The Fargo Housing and Redevelopment Authority to assist low-income families to obtain safe decent and affordable housing, and to assist families in their efforts to become self-sufficient. This Program is designed to promote and support homeownership by first-time homeowners.

POLICY OF NONDISCRIMINATION

The Fargo Housing and Redevelopment Authority will administer the Section 8 Homeownership Program in a manner that will ensure consistent and fair treatment to all persons interested in participation.

The Fargo Housing and Redevelopment Authority will not discriminate at any stage of the application/participation process based on race, color, religion, sex, handicap, familial status, national origin, or political affiliation. The requirements of Federal, State and local law will be met. The Fargo Housing and Redevelopment Authority will abide by the nondiscrimination requirements of:

- 1. 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;
- 2. Fair Housing Amendments Act of 1988, which prohibits discrimination based on race, color, religion, nation origin, sex, handicap or familial status in the sale, rental, or advertising of housing;
- 3. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- 4. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving Federal financial assistance; and
- 5. 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.

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 the applicant's residence or the location of the home selected by the applicant.

ELIGIBILITY REQUIREMENTS

A family must complete a Section 8 Homeownership eligibility interview. The family will be informed of the requirements for participation and given written information to review. The family will be advised of their eligibility status. The family must meet the requirements as established by HUD in 24 CFR Parts 5, 903 and 982, and those established in this Plan.

In order for a family to be eligible to participate in the Section 8 Homeownership Program the family must meet

each of the following criteria, 1. The family must be eligible to participate in the Housing Choice Voucher Program, and have completed an initial 12-month Lease term. 2. The family must qualify as a first time homebuyer. 3. The family must meet the minimum income requirements. 4. One or more adults of the family must meet the minimum employment requirement. 5. The family may not have previously defaulted on a mortgage obtained through the Section 8 Homeownership Program or been terminated from the Housing Choice Voucher Program.

Eligible Participant of Housing Choice Voucher Program:

The family must meet the requirements for admission to the Section 8 Housing Choice Voucher Program as set forth in The Fargo Housing and Redevelopment Authority Administrative Plan. The family shall be ineligible to participate in the Section 8 Homeownership Program until completion of an initial Section 8 12-month Lease term, and completion of the Participant's first annual recertification. The applicant shall be ineligible if the family has any debt to The Fargo Housing and Redevelopment Authority or any other Housing Authority. An applicant may be ineligible if any person of the household was terminated from a federally assisted Housing Program for noncompliance with participant's obligations. The Participant must be in compliance with the tenants' obligations to the Voucher Program, and must meet the other eligibility criteria set forth in this Plan.

First Time Home Buyer:

The family must qualify as a first-time home buyer, or a family that owns or is acquiring shares in a cooperative. To qualify as a "first-time homeowner" the family may not have owned title to a principal residence in the last three years. The right to purchase title under a lease-purchase agreement does not constitute a prohibited "present ownership interest." The family may to include any person who owned an interest in a residence of any family member during the three years before the commencement of homeownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with his or her spouse (or resided in a home owned by his/her spouse) is considered a "first-time homeowner."

Minimum Income Requirements:

- At the time the family initiated homeownership assistance, in the case of non-disabled families, the adult family members who will own the home must have a gross annual income of at least equal to the Federal minimum hourly wage multiplied by 2000 hours. In the case of disabled families, the qualified monthly income of the adult family members who will own the home must not be less than the monthly Federal Supplemental Security Income (SSI) benefit for an in individual living alone multiplied by 12.
- Exclusion of Welfare Assistance income: With the exception of elderly and disabled families, welfare assistance income will be disregarded when determining if a family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps, General Assistance or other welfare assistance specified by HUD. The disregard of welfare assistance income affects the determination of minimum monthly income used to determine initial qualification for the Program. Welfare assistance income is included in determining income-eligibility for admission to the Housing Choice Voucher Program, calculation of the family's total tenant payment, and calculation of the amount of homeownership assistance payments.
- Inclusion of Welfare Assistance Income: In determining whether elderly and disabled families meet the minimum income requirement, welfare assistance shall be included only for those adult elderly or disabled family members who will own the home.

Employment History:

Each family must demonstrate that one or more adult members of the household who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for at least the 12-month period prior to execution of the sales agreement. Elderly and disabled households are exempt from this requirement.

To reasonably accommodate a family's participation in the Program, the Deputy Director of The Fargo Housing and Redevelopment Authority may consider whether and to what extent a brief employment interruption is considered permissible in satisfying the employment requirement. The Director may also consider successive employment during the 12-month period and self-employment in a business.

If a family, other than an elderly family or a disabled family, includes a person with disabilities, The Fargo Housing and Redevelopment Authority will grant an exemption from the employment requirements if it is determined that an exemption is needed as a reasonable accommodation so that the Program is accessible to and usable by persons with disabilities.

Prior Mortgage Defaults and/or Termination of Participation in the Housing Choice Voucher Program:

If any adult member of the household who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the Section 8 Homeownership Program, the family will be ineligible to participate in the Homeownership Program. The family may be ineligible if any adult member of the household who will execute the contract of sale, mortgage and loan documents has previously been terminated from a federally assisted Housing Program.

Additional Eligibility Factors:

- A) Applicants for the Section 8 Homeownership Program are not required to participate in the FSS Program in order to participate; however, in the event that applicants for the Program exceed the number 40, The Fargo Housing and Redevelopment Authority will give preference for participation to Participants in the Family Self-Sufficiency Program.
- B) The Fargo Housing and Redevelopment Authority will give preference to applicants for the Homeownership Program who are current residents of Cass County.

HOMEOWNERSHIP OPTIONS

The Fargo Housing and Redevelopment Authority offers an eligible family a choice between one of two forms of homeownership assistance. The family must identify which option they select prior to approval of the financing. The two options are:

A monthly homeownership assistance payment, or

A single downpayment assistance grant.

The two options must not be combined. The family has the option of one or the other type of homeownership assistance and can not combine forms of assistance. A family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any Housing Authority.

Monthly Homeownership Payment Option.

The family may select the monthly homeownership payment option and receive monthly assistance payments for the term allowable by HUD regulations. The family must meet the eligibility and participation requirements as defined in the Homeownership Plan and HUD regulations. The process to initiate monthly homeownership assistance and

the family's obligations are described in the Homeownership Plan.

Single Downpayment Assistance Grant.

The family may choose the option of a single downpayment assistance grant which must be applied toward the downpayment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with purchase of the home.

The family must meet the eligibility and participation requirements as defined in the Homeownership Plan and HUD regulations. A family may be denied Downpayment Assistance Grant, if the family does not meet the eligibility requirements and/or the family's obligations. The family will not be required to meet the conditions regarding continued assistance and will not be required to sign the Statement of Homeownership Obligations.

If the family chooses the one lump sum Downpayment Assistance Grant option, participation in the Housing Choice Voucher Program and Homeownership Program will terminate at the closing of the family's purchase of the home. Upon payment of the downpayment grant, the family will not have the option to move with continued assistance. After receipt of the downpayment grant, the family will not have the option to revert to the monthly assistance payment option.

The Fargo Housing and Redevelopment Authority will administer the Downpayment Assistance Grant in compliance with CFR 982.643. After completing the Homeownership Counseling Program, obtaining pre-approval from a financial institution, and locating a home, the family will submit the sales agreement to The Fargo Housing and Redevelopment Authority for approval. The home must meet the inspection requirements and The Fargo Housing and Redevelopment Authority must approve the financing as described in this Plan.

A family that has received a Downpayment Assistance Grant may apply for and receive tenant based rental assistance, in accordance with program requirements and The Fargo Housing and Redevelopment Authority policy. However, rental assistance will not be approved so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, a minimum of eighteen months must have passed since the family's receipt of the Downpayment Assistance Grant.

FAMILY PARTICIPATION REQUIREMENTS

Once a family is determined eligible to participate in the Program, the family will be issued a Certification of Eligibility in the Section 8 Homeownership Program, and must comply with the following requirements or forfeit their participation in the Program:

- All adult members of the household must successfully complete a Homeownership Counseling Program approved by The Fargo Housing and Redevelopment Authority prior to commencement of homeownership assistance.
- The family will seek pre-approval from a financial institution.
- The family will have 180 days from the date the Certification of Eligibility is issued to locate a home and submit a proposed sales agreement to The Fargo Housing and Redevelopment Authority for approval. The sales agreement must comply with the requirements established by HUD and The Fargo Housing and Redevelopment Authority.
- The Fargo Housing and Redevelopment Authority must be allowed to conduct a Housing Quality Standards Inspection, and the family must provide for an independent inspection of the proposed unit before approval of the Contract for Sale.

- The family must obtain financing which meets the requirements of the Section 8 Homeownership Program, and those established by The Fargo Housing and Redevelopment Authority.
- A family, which has selected the monthly assistance option, must enter a written agreement with The Fargo Housing and Redevelopment Authority to comply with all of the obligations under the Section 8 Homeownership Program. This document is the Statement of Homeownership Obligations.

1. Homeownership Counseling Program:

A family's participation in the Homeownership Program is conditional upon the successful completion of a HUD approved Homeownership Counseling Program. Counseling Programs provided by Village Family Services and SENDCAA are approved HUD and accepted by The Fargo Housing and Redevelopment Authority. All adult members of the household who will have interest in the contract for sale, mortgage or loan must attend and successfully complete the Counseling sessions.

The counseling session will include at a minimum:

- a) Credit counseling: If the family has poor credit that would prevent approval of financing, the family will be referred to an agency for assistance in re-establishing a good credit record. The family will be ineligible to participate in the Section 8 Homeownership Program until a good credit rating has been re-established.
- b) Budgeting and money management: The session will include discussion of the expenses of owning a home, and the need for savings to cover repairs and replacement expenses.
- c) How to obtain financing and loan pre-approval: The session will explain various types of financing and the pros and cons of each. The Fargo Housing and Redevelopment Authority will provide the family with information on types of financing that will not be approved.
- d) How to find a home to purchase: The session will identify items to be considered in the selection of a home to purchase including location, condition and size. How real estate companies operate will be explained.
- e) How to negotiate a purchase price: Methods of making an offer to buy a home and what to consider when agreeing on a price.
- f) Home Maintenance: Basic maintenance functions required in the upkeep of the house and grounds.
- g) Information and fair housing laws: The session will provide information on fair housing lending and the names of local fair housing enforcement agencies.
- h) Real Estate Settlement Procedures Act: Explanation of the RESPA, State and Federal Truth in Lending Laws, and how to avoid loans with oppressive terms and conditions.

The family will be encouraged to participate in post-purchase counseling sessions offered by a HUD approved agency. This counseling should include moving expenses, utility hook-up, change of address and good-neighbor advice. Post Purchase Early Delinquency Counseling as described in Fannie Mae's Selling and Service Guide is required of all borrowers whose loan will be purchased by Fannie Mae.

2. Pre-Approval from Financial Institution:

The family will seek pre-approval from the financial institution of their choice. The pre-approval will assist the family in their search for a home priced within their means. The FHRA will not approve a monthly mortgage loan payment that exceeds 48% of the family's monthly income. The Fargo Housing and Redevelopment Authority will provide the family with an estimate of the Homeownership assistance monthly payment based on the family's income at the time.

3. Locating a home:

Upon approval for the Section 8 Homeownership Program, the family will be issued a Certification of Section 8 Homeownership Eligibility, and the family shall have one hundred eighty (180) days from that date to locate a home to purchase, and to submit a sales agreement to The Fargo Housing and Redevelopment Authority for approval. The family must remain in compliance with the family's obligations to the Housing Choice Voucher Program. Failure to comply with the obligations to the Voucher Program will result in forfeiture of the Homeownership Certification of Eligibility.

A home shall be considered located when the family submits the proposed sales agreement with the requisite components to The Fargo Housing and Redevelopment Authority. If a family is unable to locate a home within 180 days, the family may request an extension in writing. An extension may be granted if there is good cause for failure to find a home within the allotted time, and a realistic cause to believe that the family may find a home with additional time. The maximum total extension that may be approved is 180 days.

A Voucher Participant may continue to receive housing assistance while searching for a home. If the Participant is unable to locate a home within the allotted time, housing assistance payments through the Housing Choice Voucher Program shall continue.

The family may search for a unit within Cass or Clay County, which is eligible according to HUD requirements, and those established by The Fargo Housing and Redevelopment Authority (at least 51% of homes must be located in Fargo as of 2010). The home must be either existing or under construction at the time the family enters into the Contract for Sale. The home must be either a single-family unit, or a single dwelling unit in a cooperative or condominium. A home located on real property, to which the family will not own fee title, may be approved if the family has the right to occupy the site for at least forty years, and the home must have a permanent foundation.

The Fargo Housing and Redevelopment Authority will not commence homeownership assistance for occupancy of a home if the seller of the home is debarred, suspended, been denied as a rental landlord under the Voucher Program by The Fargo Housing and Redevelopment Authority, or is subject to a limited denial of participation of Part 24 of the Code of Federal Regulations.

4. The Sales Agreement:

The sales agreement must be submitted to The Fargo Housing and Redevelopment Authority for approval prior to execution. The Agreement must provide for the initial Housing Quality Standards inspection, the independent inspection, and must state that the buyer is not obligated to purchase the home unless such inspections are satisfactory to The Fargo Housing and Redevelopment Authority. The Agreement must state that the buyer is not obligated to pay for any required repairs without the approval of The Fargo Housing and Redevelopment Authority. The Sales Agreements must provide that the buyer is not obligated to purchase if the mortgage financing terms are not approved by The Fargo Housing and Redevelopment Authority. The Agreement must also contain a seller certification that the seller in not debarred, suspended, denied as an owner by The Fargo Housing and Redevelopment Authority, or subject to a limited denial of participation under 24 CFR Part 24.

The family must pay a minimum of 3% of the purchase price as the downpayment, and at least 1% of that downpayment must come from the family's personal resources.

Once The Fargo Housing and Redevelopment Authority has approved the sales agreement, the family will have 90 days from the date of approval to complete the purchase of the home. If there are exceptional circumstances, the family may request an extension in writing prior to the expiration date. The Director will determine whether to approve the extension. The maximum extension shall be 60 days. If the family is unable to complete the purchase

within the time allowed, The Fargo Housing and Redevelopment Authority shall continue the family's participation in the Section 8 Voucher Program. The family may not reapply for the Section 8 Homeownership Program until they have completed an additional 12 months of participation in the Section 8 Voucher Program following the expiration of the sales agreement.

5. Lease-Purchase Agreement:

Families may enter a lease-purchase agreement while receiving Section 8 rental assistance with prior approval from The Fargo Housing and Redevelopment Authority. This option does not constitute a prohibited "present ownership interest." An eligible family that holds an option to purchase may exercise that option and receive Section 8 Homeownership assistance. The family will be subject to the homeownership regulatory requirements at the time the family is ready to exercise the homeownership option. The family with a lease-purchase option must be determined eligible according to the criteria established in this plan. When determined eligible, the family must attend Homeownership Counseling Program, seek pre-approval of financing, arrange for initial Housing Quality Standards inspection and private inspection. Homeownership assistance will begin after all requirements of the Homeownership Program are met and when the family purchases the home.

INSPECTION REQUIREMENTS

Before financing is approved, The Fargo Housing and Redevelopment Authority must conduct a Housing Quality Standards Inspection of the proposed home. The home must meet Housing Quality Standards. The home must also comply with lead-based paint restrictions and requirements as identified by the Housing Quality Standards and the loan/mortgage regulations. In addition, the family must provide for an inspection of the unit to be completed by an independent home building inspector approved by The Fargo Housing and Redevelopment Authority. A copy of the independent inspector's report must be provided to The Fargo Housing and Redevelopment Authority before approval of financing. The Fargo Housing and Redevelopment Authority will discuss the inspection report with the family, and determine whether any work or repairs are necessary before the purchase is approved to assure that the home is in a safe, decent and sanitary condition. The purchase may be disapproved if the unit has any major physical problems and/or the cost of corrections is prohibitive.

A family, which has selected the monthly assistance option, will agree to permit The Fargo Housing and Redevelopment Authority Inspector to conduct an inspection after reasonable notice for the purpose of confirming that the home is being maintained in accordance with Housing Quality Standards. The inspections may be conducted annually or as needed, and may be discontinued if the family remains in compliance with the Standards. The family must complete any repairs required to meet Housing Quality Standards, and may be referred for post purchase counseling if issues of non-compliance with these standards continue.

FINANCING REQUIREMENTS

Once a sales agreement is approved by The Fargo Housing and Redevelopment Authority, and the inspections have been completed, the family shall have ninety (90) days to secure financing which meets the requirements of the Section 8 Homeownership Program, and The Fargo Housing and Redevelopment Authority. The financing package may be disapproved if it is determined that the debt is unaffordable for the family, or does not meet the requirements established by The Fargo Housing and Redevelopment Authority.

The Director of The Fargo Housing and Redevelopment Authority or his/her designee must review and approve the financial package before it is executed. The Director will execute a written approval or disapproval of the financial package.

The family must secure its own financing. All regular lender underwriting and property inspection requirements apply. Mortgages with balloon payments are prohibited. Seller financing is prohibited unless the seller is an approved nonprofit agency.

Financing packages must meet the following criteria:

- 1. The family must provide a minimum downpayment of no less than 3% of the selling price. No less than 1% of the selling price going towards the downpayment minimum must come from the family's personal assets; the other 2% may come from other sources.
- 2. The financing must comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards. Loan terms must comply with the secondary market's community or affordable lending guidelines.

Term Limits:

Term limits apply to families who have selected the monthly assistance payment option.

The maximum term of homeownership assistance will be in accordance with HUD regulations, and begins with the initial mortgage. Fifteen years is the maximum term if the initial mortgage term is twenty years or longer. Ten years will be the maximum term in all other cases. The maximum term applies to any member of the household who has an ownership interest in the unit during any time that homeownership payments are made, or is the spouse of any member of the household who has an ownership interest in the unit at the time homeownership payments are made.

Term limits do not apply if the family qualifies as elderly at the start of homeownership assistance, or if the family qualifies as disabled at any time during homeownership assistance. In the case of a disabled family, this exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. Such a family shall be provided at least 6 months of homeownership assistance after the maximum term becomes applicable, provided the family otherwise eligible.

The Fargo Housing and Redevelopment Authority shall determine the affordability of the family's proposed financing. In making such a determination, The Fargo Housing and Redevelopment Authority may take into account such family expenses including but not limited to child care, unreimbursed medical expenses, and education costs. Other factors that will be considered include credit and loan debts, and the family's discretionary expenses. The Fargo Housing and Redevelopment Authority may disapprove financing if it is determined it is not affordable for the family.

AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP PAYMENTS

This section applies only to families, which select the monthly assistance payments option.

While the family is residing in the home, The Fargo Housing and Redevelopment Authority will make the homeownership assistance payment to the financial institution. If the assistance payment exceeds the amount due to

the lender, the excess will be placed in dedicated account to be used for needed repairs and/or upkeep expenses.

The Homeownership Program will terminate automatically 180 calendar days after the last housing assistance payment on behalf of the family is made. If this would cause extreme hardship for the family, the family may request a waiver in writing. The request must be received prior to the 180th day, and the Housing Authority Directory or his designee will determine whether the request will be approved.

The Fargo Housing and Redevelopment Authority will calculate the monthly homeownership payment in accordance with the regulations CFR 24 982.635.

Monthly assistance payments on behalf of the family will equal the lesser of:

- 1. The payment standard minus the total tenant payment; or
- 2. The family's monthly homeownership expenses minus the total tenant payment.
- The payment standard for the family is the smaller of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the size of the home.

The Fargo Housing and Redevelopment Authority will use the same payments standard schedule, subsidy standards and utility allowances as it applies to the Section 8 Voucher program. The payment standard will be adjusted annually as the regulations specify.

The Fargo Housing and Redevelopment Authority will include the following when determining homeownership expenses (other than for a cooperative member):

- 1. Principal and interest on the initial mortgage debt, and refinancing of such debt, and any mortgage insurance premium incurred to finance the purchase of the home.
- 2. Real estate taxes and public assessments on the home.
- 3. Home insurance.
- 4. Utility allowance based upon The Fargo Housing and Redevelopment Authority utility allowance schedule used for the Section 8 Voucher Program.
- 5. Allowance for annual maintenance, repair, and replacement expenses will be based on .5% of the purchase price of the home.
- 6. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements of the home, or to make it accessible if a family member is disabled.
- 7. The land lease payment if the family will not own fee title to the real property on which the home is located

Homeownership expenses for a cooperative member may only include the following:

- 1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home.
- 2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt.
- 3. Home insurance.
- 4. Allowance for maintenance expenses.
- 5. Allowance for costs of major repairs and replacements.
- 6. Allowance for utility expenses.
- 7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements of the home, or to make it accessible if a family member is disabled.

If the home is a cooperative or a condominium, the operating changes or maintenance fees assessed by the association will also be considered as a homeownership expense.

AMOUNT AND DISTRIBUTION OF THE DOWNPAYMENT ASSISTANCE GRANT

The maximum downpayment grant may not exceed twelve times the difference between the Payment Standard and the Total Tenant Payment. The maximum grant will be the lesser of twelve times the difference between the Payment Standard and the Total Tenant Payment or the total of the downpayment and/or the acceptable closing costs defined in this plan. The Fargo Housing and Redevelopment Authority shall pay the grant directly to the financial institution at the closing of the purchase of the home. At that time, the family's participation in the rental voucher and the homeownership voucher programs will terminate.

The Fargo Housing and Redevelopment Authority will permit the downpayment grant to be applied to either the downpayment and/or the closing costs. The family must pay a minimum of 3% of the purchase price as the downpayment, and at least 1% of that downpayment must come from the family's personal resources.

Closing Costs:

The Fargo Housing and Redevelopment Authority will include items listed on Settlement Statement Form HUD-1 (Handbook 4305.2) when determining what are reasonable and customary closing costs. Other items may also be considered if it is determined that they are reasonable and customary charges. The Fargo Housing and Redevelopment Authority may disapprove the distribution of a Downpayment Assistance Grant if the closing costs are determined to be unreasonable and/or unusual.

The following items may be considered as reasonable and customary closing cost charges:

- 1. Items payable in connection with loan.
- 2. Items required by lender to be paid in advance.
- 3. Reserves deposited with lender.
- 4. Title charges.
- 5. Government recording and transfer charges.

If the purchase of the home is financed with FHA Mortgage insurance, and FHA requirements concerning closing costs will apply.

FAMILY'S HOMEOWNERSHIP OBLIGATIONS

This section applies only to families who select the monthly homeownership payment option.

When The Fargo Housing and Redevelopment Authority has approved the financing, and before commencement of homeownership assistance payments, the family must meet with the Section 8 Administrator to execute a Statement of Homeownership Obligations. The Statement will specify the family's continuing obligations to the Homeownership Program.

All adult members of the household, who will execute the contract of sale, mortgage and loan documents must sign the Statement of Homeownership Obligations. This is an agreement between those members and The Fargo Housing and Redevelopment Authority. By signing the document, the signatories certify that they have successfully met the eligibility requirements, and have completed the steps required to participate in the Homeownership

Program. The signatories must also agree to meet the requirements of continuing participation in the Homeownership Program.

The signatories must understand that, failure to have successfully completed the eligibility requirements and/or failure to meet the continuing obligations of the Homewonership program is cause for termination of Homeownership Assistance Payments. A family terminated from the Homeownership Program for non-compliance with these obligations will not be eligible for the Section 8 Rental Assistance Program or the Homeownership Program.

The Fargo Housing and Redevelopment Authority will make regular monthly assistance payments to the approved lending institution for no more than the maximum term allowed by the Homeownership regulations. The continuation of assistance payments is dependent upon the family's successful completion of all eligibility requirements, and conditions of participation in the Section 8 Homeownership Program. All applicants who qualified by working 30 hours per week are required to maintain employment of 30 hours a week. If a homeowner voluntarily quits their employment, the FHRA will not do an interim adjustment for the mortgage payment. "Voluntarily quit" may include being absent for more than two weeks for travel purposes. Extenuating circumstances will be considered for an exception to this rule.

The amount of assistance payments may be adjusted, and will be calculated in accordance with the regulations established by the Department of Housing and Urban Development and the policies of The Fargo Housing and Redevelopment Authority.

APPENDIX C

REQUEST FOR A REASONABLE ACCOMMODATION

Name:_____

Phone:_____

Address:_____

 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 are requested 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 unit or other part of the housing complex.
- [] A change in the following rule, policy or procedure. (Note: You may ask for changes in <u>how</u> 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:
- 3. You may verify that I have a disability and my need for this request by contacting:

Name:	Telephone	
Title:		
Address:		

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 and accommodation.

Head of Household

Fargo	Ηοι	ising	Man	ager
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Date

Date

Oct. 2002

APPENDIX C

MINIMUM RENT HARDSHIP EXEMPTION REQUEST

Head of Househould:

Address:

I. CONDITIONS FOR HARDSHIP EXEMPTION

Department of Housing and Urban Development (HUD) regulations normally require that all households pay at least \$50 minimum rent. But HUD permits certain households that pay minimum rent to apply for exemptions from paying it. We have listed below the circumstances that can qualify for these exemptions. If you believe your household qualifies for an exemption, please check the qualifying circumstances that apply to you.

Also please indicate whether you believe your need for an exemption will be short-term or long-term. Generally, circumstances that are expected to continue for 90 days or less are considered short-term, and those that are expected to continue for more than

90 days are considered long-term.

Only households that can verify that they need long-term exemptions will be allowed to have their minimum rent waived. If your need for an exemption is short-term, we will temporarily suspend your minimum rent obligation for up to 90 days. However, you must repay the total amount of suspended rent at the end of the short-term exemption period. We will work out a reasonable repayment schedule with you.

We will suspend your minimum rent obligation while we process your request and verify your need for an exemption. We expect this will take about one to two weeks. If we determine that you are not eligible for an exemption, you must pay any rent payments you missed. Here again, we can work with you on a reasonable repayment schedule.

II. CIRCUMSTANCES THAT QUALIFY HOUSEHOLDS FOR EXEMPTION

I am requesting an exemption from paying the minimum rent because (*check all that apply*):

□ My household would be evicted if the minimum rent requirement was imposed.

□ My household lost eligibility for a federal, state, or local assistance program in the past 60 days.

□ My household is awaiting an eligibility determination for a federal, state, or local assistance program.

□ My household's income decreased in the past 60 days because of changed circumstances, including the loss of employment.

 \Box An income contributor to the household died in the past 60 days.

 \Box Other circumstances (*please specify*)

My household's need for an exemption is: \Box short-term (1-3 months) \Box long-term (longer than 3 months)

III. AGREEMENT TO REPAY

I agree that, if I do not qualify for a long-term exemption, I will repay all the suspended rent. I understand that I must work with you if necessary to come up with a reasonable written repayment agreement and schedule based on the amount due and my household's circumstances at that time. I agree to repay the suspended rent based on that schedule.

	Head of Household signature:	Date:	
IV.	TO BE COMPLETED BY MANAGER Household: qualifies for a short-term exemption does not qualify for an exemption	□ qualifies for a long-term exemption	

Manager's signature: _____ Date:

APPENDIX D

Public Housing - Admissions and Occupancy Plan Section 8 – Administrative Plan

POLICY ON PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE ("VAWA POLICY")

Approved by FHRA Board of Commissioners: October 9, 2007

ND014r01 I. Purpose

The Fargo Housing and Redevelopment Authority (FHRA) has adopted this policy in compliance with the "Violence Against Women and Justice Department Reauthorization Act of 2005" ("VAWA" or "the Act", P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. The PHA will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The PHA notes and supports the statements of Congressional purpose set forth in VAWA including those listed below (paraphrased from the statute).

The purpose of this subtitle (Title VI, Housing Opportunities and Safety for Battered Women and Children) is to

- Reduce domestic violence, dating violence, sexual assault and stalking; and protect victims of such criminal acts;
- Prevent homelessness caused by domestic violence;
- Create long-term housing solutions for victims of domestic violence;
- Build collaborations among victim service providers, homeless service providers, housing providers and housing agencies to address the housing needs of victims of domestic violence; and
- Enable public and assisted housing agencies, private landlords, private management companies and other housing providers and agencies to respond appropriately to domestic violence, while maintaining a safe environment for all housing residents.

II. Protection of Victims

- A. For the purpose of this policy, the term "domestic violence" encompasses acts or threats of domestic violence, dating violence, sexual assault and stalking, as those terms are defined in VAWA.
- B. VAWA protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence shall not be considered "serious or repeated lease violations" by the victim or "criminal activity" by the victim that is grounds for termination of the lease or of housing assistance.
- C. VAWA protections are available to both applicants for and recipients of housing assistance through the Public Housing program and Section 8 rent assistance programs, including tenant-based Housing Choice Vouchers (HCV) and Project-Based Vouchers (PBV).
- D. VAWA protects both women and men who are victims of domestic violence.
- E. The protections provided by VAWA and this policy are to be observed and enforced by all PHA staff, individuals and agencies contracting with the PHA, and property owners participating in the Section 8 Housing Choice Voucher or Project-Based Voucher programs.

F. VAWA does not limit the authority of the PHA or a property owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

III. Certification

- A. <u>PHA May Request Certification</u>. If an applicant, public housing resident or voucher participant claims protection under VAWA against denial of an application, termination of tenancy or assistance, or other adverse action, the PHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time allowed, he or she will lose the legal protections under VAWA.
- B. <u>Acceptable Forms of Certification</u>. There are three ways to comply with a certification request by the PHA:
 - i. Complete a certification form approved by HUD (Form HUD-50066 or other approved form);
 - ii. Provide a police report or court record;
 - iii. Provide a document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking.
- C. <u>Self-Certification; Request for Additional Information</u>. The PHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If the PHA has reason to believe the information provided in the certification is inaccurate or incomplete in material respects, the PHA may request additional information, also certified or attested.
- D. <u>Perjury.</u> The certification must state that the victim and any other person signing it or providing documentation are doing so under penalty of perjury (28 U.S.C. 1746).
- E. <u>Time limit.</u> The applicant, public housing resident or voucher participant must deliver the certification in one of these three ways within 14 business days after receiving the housing authority's request for certification.

IV. Confidentiality

Information provided by an applicant, resident or participant about an incident or incidents of domestic violence, dating violence or stalking involving that person or a member of the household will be held by the PHA in confidence and not shared without the consent of the person who provided the information, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

V. Notices. The PHA will provide notices explaining the VAWA protections to applicants for housing assistance (both Section 8 Housing Choice Vouchers and Public Housing), to public housing residents and Section 8 voucher participants, and to property owners participating in the voucher program.

VI. Leases; Bifurcation of Leases: As required by VAWA, the public housing lease and the Section 8 lease addendum shall provide that the PHA or a property owner may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

The PHA will revise the public housing lease to include provisions required by VAWA. For the interim period before the new lease can be signed by all tenants, the PHA will provide a lease addendum applicable to all leases. In the Section 8 HCV and PBV programs the PHA will require a new lease addendum, provided by HUD.

VII. Rights of PHA and Property Owners to Evict or Terminate Assistance

- A. Eviction for reasons other than domestic violence. VAWA specifically preserves the rights of the PHA and property owners to deny or terminate housing assistance to a victim of domestic violence for reasons other than the criminal activity related to the domestic violence, provided that no higher standard is applied.
- B. **Failure to Submit Certification After Request by PHA.** If the person claiming to be a victim within the protection of VAWA fails to deliver the certification or other documentation within 14 business days after receiving the PHA's request, that person loses the legal protections under VAWA.
- C. **Imminent and Actual Threat.** VAWA specifically preserves the rights of the PHA and property owners to evict or terminate from assistance any tenant or household member if the PHA or the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

VIII. POLICY DISTRIBUTION AND TRAINING

This Policy will be included in the Admissions and Occupancy Plan for the Public Housing Program and in the Administrative Plan for the Section 8 Housing Choice Voucher Program. It will also be:

- 1. Distributed to all PHA supervisors.
- 2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
- 3. Posted on PHA's website, <u>www.fargohousing.org</u>
- 4. Explained in orientation and training sessions for supervisors and other staff who have regular contact with applicants, public housing residents or Section 8 voucher participants.

APPENDIX E

FARGO HOUSING & REDEVELOPMENT AUTHORITY ND014 AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY

i. STEPS TO OVERCOME IMPEDIMENTS TO FAIR HOUSING CHOICE

The Fargo Housing & Redevelopment Authority (FHRA), is committed to furthering fair housing. The FHRA works closely with its participants, partner agencies and local governments to further the interests of fair housing.

The primary impediments to fair housing choice identified by the City of Fargo, ND, in its most recent Analysis of Impediments to Fair Housing are the following:

- A. Access to Homeownership Opportunity;
- B. Availability of Accessible Housing for Persons with Disabilities;
- C. Discrimination;
- D. Education;
- E. Historic Isolation
- F. Language Barriers.
- G. NIMBY

The Fargo HRA will engage in the following specific steps to overcome these barriers.

A. Access to Homeownership Opportunity.

Fargo Housing & Redevelopment Authority is committed to expanding homeownership opportunities for those who have been traditionally underrepresented in the homeownership market. Although the Analysis to Impediments to Fair Housing (AIFH) found that homeownership rates overall are lower for nearly all households within racial minority categories and households with mobility of self-care limitations than White Non-Hispanic households (66% homeownership rate overall), this disparity was primarily due to differences in those households whose incomes are under 80% of area median income (AMI).

Native Americans households have the lowest homeownership rate overall. The overall homeownership rates for Native American (28%), Hispanic (39%) and Asian (39%) households are all significantly below the rate for White Non-Hispanic households. However, for Hispanic and Asian households over 80% over AMI, the homeownership rates increase to 81% and 89% respectively. The rate for Native American households over 80% over AMI is still significantly lower at 60%. The AIFH determined there are not significant impediments to fair housing choice at moderate income or above, but there is a greater variance when controlled for income.

The Fargo Housing & Redevelopment Authority (FHRA) will take the following steps to address this impediment:

- 1. Operate a Housing Choice Voucher (HCV) Homeownership Program targeted at individuals under 50% of AMI.
- 2. Operate a Public Housing 5h program.
- 3. Annually distribute information regarding both the HCV Homeownership and Family Self-Sufficiency (FSS) Programs to organizations in the county serving persons of protected classes.
- 4. Annually conduct at least one homeownership event targeted to persons of protected classes.

- 5. Conduct strategic outreach activities to Native American, Hispanic, New Americans and Asian households participating in the HCV program but not enrolled in FSS.
- 6. Continue to develop projects similar to the FHRA's Bluestem homes where Rentto-Own is augmented with rent refunds towards equity development, etc.

B. Availability of Accessible Housing for Persons with Disabilities

The FHRA will take the following steps to address this impediment:

- 1. Actively encourage property owners owning accessible rental units to participate in the HCV program.
- 2. Provide information and post information on accessible units when they become available to rent.
- 3. Maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- 4. Provide appropriate reasonable accommodations to applicants and participants in order for them to take full advantage of the FHRA housing programs and related services.
- 5. Appropriately maintain the current stock of accessible units owned by the FHRA and actively market these units to those in need of accessible housing.
- 6. Include new accessible units in any future housing development conducted by the FHRA.
- 7. Continue to develop projects such as New Horizons a fully accessible building, one of seven in the nation.

C. Discrimination

- 1. Provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.
- 2. Assist any household that believes they have suffered illegal discrimination by providing copies of the housing discrimination form and the address and telephone number of the HUD Denver Office of Fair Housing and Equal Opportunity.
- 3. Include in the admissions briefings for all FHRA programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- 4. Refer households to the local non-profit legal services organization, Legal Services of North Dakota, for legal advice if they believe that discrimination has occurred.
- 5. Encourage tenant education about rights and responsibilities by holding Tenant Education classes monthly.
- 6. Educate landlords about rights and responsibilities both through classes and relationship with landlord associations.

D. Education

As is often the case with government services and resources, a significant limitation upon their use is the fact that much of the population is unaware of the resources available to them. To amend this situation the FHRA will take the following steps:

- 1. Maintain and expand current tenant and landlord education programs that expose applicants and residents to further services and how they can access them.
- 2. Landlord training where Fair Housing guidelines and requirements are a central component.
- 3. Advertise prolifically so as to reach eligible populations.
- 4. Expand partnerships with other agencies (current partnerships number 25) who will refer eligible applicants to FHRA services.
- 5. Continue to provide notifications of FHRA resources in neighborhoods where eligible populations are prevalent.

E. Historic Isolation

It is evident from many older and larger cities that affordable housing tends to find itself isolated from the rest of the community. Often this can result in degraded conditions and discrimination. To prevent such isolation and ensure a healthy and diverse community the FHRA will take the following steps:

- 1. Continue placement of affordable housing within high and middle income areas. In the last three years the FHRA has constructed 84 units in mid to high income areas.
- 2. Continue to provide aesthetically pleasing and integrated units so as to avoid misconception held by many regarding what affordable housing looks like.
- 3. Plan for FHRA developments in parts of the metro area that are growing rapidly and where housing values would normally preclude affordable housing.

F. Language Barriers

There are numerous individuals with limited English proficiency (LEP) in the Fargo, ND / Moorhead, MN Metropolitan Statistical Area. The primary languages with which the FHRA deals are English, Bosnian, Arabic and Somali and the community has numerous refugee/immigrant populations. The FHRA will take the following steps to address this impediment.

- 1. Actively recruit bilingual staff.
- 2. Provide interpreters to all LEP households requesting them.
- 3. Translate required forms, documents and publications into languages other than English, as needed when there is a significant population in need of materials in a particular language.
- 4. Encourage local homebuyer and tenants' rights programs to continue to offer their programs in languages other than English.

- 5. Market homebuyer and tenants' rights classes that are scheduled to be offered in languages other than English.
- 6. Make available a professional telephone interpreter service that can operate in every language the FHRA is likely to encounter.

G. NIMBY (Not in My Back Yard)

As with many other communities the Fargo area often experiences resistance from neighbors and activists when planning a new affordable housing or supportive housing development. To overcome this resistance so as to provide much-needed housing assistance the FHRA will take the following steps:

- 1. Active and open participation in City Council meetings where grievances and concerns are discussed and can be addressed.
- 2. Full disclosure of plans and developments with neighbors with the intent of dispelling myths and unfounded fears.
- 3. Construction of facilities that blend with neighborhood's character.
- 4. Meet often with landlord and homeowner organizations to discuss issues and attempt to reach an amicable solution.

ii. Steps to Remedy Discrimination in Housing

It is the policy of the Fargo Housing & Redevelopment Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Fargo Housing & Redevelopment Authority shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Fargo Housing & Redevelopment Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap, or national origin:

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different from that provided others.
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
- E. Treat a person differently in determining eligibility or other requirements for admission.

- F. Deny a person access to the same level of services.
- G. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing or tenant-based housing programs.

iii. Steps to Promote Fair Housing Rights and Choices

To further its commitment to further fair housing, the Fargo Housing & Redevelopment Authority will engage in the following activities to promote fair housing rights and choices:

- A. Prominently display a Fair Housing Poster in every development office owned by the FHRA and in the FHRA's main office.
- B. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Fargo Housing & Redevelopment Authority
- C. Publicize the availability and nature of the HCV Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.
- D. Be conscious of the use of human models used in its publications to avoid signaling any sense of discrimination.
- E. Conduct special outreaches to minorities, persons with disabilities and very low-income families.
- F. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.
- G. Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.
- H. Work with the Legal Services of North Dakota to further fair housing in the community.
- I. Hold briefings, which include information on fair housing, for owners who participate in or who request information about the HCV Program.
- J. Actively encourage owners of suitable units located outside of low-income or minority concentration to participate in the HCV Program.
- K. Provide family choice through portability and allowing families to find suitable and eligible housing in the private market not only in Cass County but also through our cooperative agreements with Fargo, ND and Clay County, MN.

L. Assist applicants and participants with housing and neighborhood choices by maintaining a list of available rental properties and by informing applicants about other housing programs we offer for which they qualify.

APPENDIX F

REPAYMENT AGREEMENT POLICY

It is the policy of the Fargo Housing and Redevelopment Authority that we will not provide Rental Assistance, nor Public Housing to a family who has an indebtedness to any Federally Assisted Housing program until either the balance has been paid in full, or a Repayment Agreement has been executed.

A monthly payment amount will be established after a review of all relevant family income information. The Applicant/Participant will remain in good standing with the Housing Authority as long as all payments are received in a prompt, timely manner.

Repayment Schedule

\$1 - \$1,000	¹ / ₄ FIRST PAYMENT	\$50.00 EACH MONTH UNTIL PAID IN FULL
\$1,001 - \$2,999	¹ / ₄ FIRST PAYMENT	\$100.00 EACH MONTH UNTIL PAID IN FULL
\$3,000 - OVER	¹ / ₄ FIRST PAYMENT	\$150.00 EACH MONTH UNTIL PAID IN FULL

ALL REPAYMENT AGREEMENTS WILL STATE THAT THE MONTHLY PAYMENT IS DUE ON THE FIRST OF THE MONTH.

All Repayment Agreements regardless of debt amount (even \$1. - \$1,000) must have a \$50.00 minimum monthly payment.

If a payment is not received in the given month a participant will be notified on their monthly statement that this payment along with the next month's payment will both be due by the 20^{TH} of that month. If this payment is not received by that date termination/eviction will proceed.

If the 20^{TH} falls on a holiday or weekend the due date will be moved to the next working day.

EXAMPLE: TENANT OWES \$50.00 PER MONTH. IN APRIL THE PAYMENT WAS NOT RECEIVED. ON THE END OF THAT MONTH STATEMENT WHICH GOES OUT THE LAST WEEK OF APRIL WILL HAVE A NOTE ON IT SUCH AS:

Your April payment in the amount of \$50.00 has not been received by this date. Now your May payment (\$50.00) is also due. Please be sure that \$100.00 is paid by May 20^{TH} to avoid termination/eviction.

Failure to abide by this Repayment Agreement may result in one or more of the following actions:

- A. Applicant's name will be removed from all waiting lists. If the applicant should wish to receive assistance from this agency at a future date, they will have to: a) pay their debt in full and b) complete a new application.
- B. Participants who have materially misrepresented their income or family composition will have their assistance terminated with this agency providing proper notice to the landlord.
- C. Participants who have unpaid damage claims will not be allowed to move to another unit, with assistance from our agency, until this balance is paid in full.
- D. Participants will have their accounts referred to a collection agency.
- E. Participants will be referred to a credit bureau and other appropriate clearinghouses that maintain debt information.
- F. Participant names(s) will be placed on a delinquency listing, which will be distributed to other Federally Assisted Housing Programs.

It should be noted that this Agreement would be in default when **ONE** (1) payment is delinquent. When the Repayment Agreement is in default, <u>NO FUTURE AGREEMENT WILL BE MADE WITH THE SAME</u> HOUSEHOLD AND ALL MONIES BECOME DUE IN FULL.