# Housing Authority of the County of Merced

# Public Housing Agency Annual Plan for Fiscal Year: 10/01/2012 - 09/30/2013

PHA Code: CA023 U.S. Department of Housing and Urban Development Office of Public and Indian Housing

PHA 5-Year and	U.S. Department of Housing and	OMB No. 2577-0226
Annual Plan	Urban Development	<b>Expires 4/30/11</b>
	Office of Public and Indian Housing	

	T = =					
1.0	PHA Information PHA Name: Housing Authority of The County of Merced PHA Code: CA023					
	PHA Type: ☐ Small ☑	High Performin	g □ Standard □ HCV (Section 8	3)		
	PHA Fiscal Year Beginning	g: (MM/YYYY): <b>1</b>	0/2012			
2.0	Inventory (based on ACC)	inits at the time of	FY beginning in 1.0 above)			
	Number of PH units: 415	ants at the time of	Number of HCV units: 2,705			
3.0	Submission Type ☐ 5-Year and Annual Plan	⊠Annual Pla	<b>on Only</b> 5-Year Plan Only			
4.0	PHA Consortia		a: (Check box if submitting a joint P	lan and complete table be	low.)	
		DVV.			No of I	Units in
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	Each P	rogram
	PHA 1:				PH	HCV
	PHA 2:					
	PHA 3:					
5.0	<b>5-Year Plan.</b> Complete iter	ns 5.1 and 5.2 only	y at 5-Year Plan update.			
5.1			g the needs of low-income, very low-	-income, and extremely lo	w-incom	e families
	in the PHA's jurisdiction fo	r the next five year	rs.			
	The Housing Authority of	the County of M	erced offers affordable housing op	portunities in our comm	nunity, fr	ee from
	discrimination, to enhance	the quality of lif	e for those we serve.	•	• •	
5.2			uantified goals and objectives that w			
			ow-income families for the next five	e years. Include a report the	nat PHA h	as make
	in meeting the goals and ob		n the previous five years. licable: Only required on 5-yr Pla	n undate		
6.0	PHA Plan Update	тог прр	neable. Only required on 3-yr Tra	ii upuate		
	o) Identify all DIIA D	lan alamanta that h	acre has revised by the DIIA since	ita laat Ammual Dlan Culon	ission.	
	a) Identify all PHA P	ian elements that i	nave been revised by the PHA since	its fast Affiliaaf Plaff Subfi	IISSIOII:	
	• Financial	Resources - (Att	fachment A)			
	• Commun	ity Service and S	elf-Sufficiency – FSS Program Acti	on Plan for the Housing C	Choice Vo	ucher
	Program	(Attachment B)				
			pter 5: Subsidy Standards for the Ho	ousing Choice Voucher Pr	ogram	
	Administrative Plan (Attachment C)					
	<ul> <li>Operation and Management – Chapter 23: Project Based Vouchers to the Housing Choice Voucher Program Administrative Plan (Attachment D)</li> </ul>					ier
	b) Identify the specific location(s) where the public may obtain copies of the 5-Year Plan and Annual PHA Plan. For a				n. For a	
			see Section 6.0 of the instructions.			
	All items required on the agency wel		r 24 CFR 903.7 are available upon	request and may be vie	wed and	attained
	www.merced-pha	a.com and at the f	following office locations:			
			5 U Street, Merced, CA 95341			
			e, Suite B – Merced, CA 95341			
			d – Atwater, CA 95301			
	• Livingston: 1005 8 <sup>th</sup> Street – Livingston, CA 95334					
	<ul> <li>Dos Palos: 21918 Lexington Avenue – Dos Palos, CA 93620</li> <li>Los Banos: 88 7<sup>th</sup> Street – Los Banos, CA 93635</li> </ul>					
	• Los Banos: 88 / Street – Los Banos, CA 95055					

7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statement related to these programs as applicable.  (a) Hope VI or Mixed Finance Modernization or Development: N/A				
	(b) Demolition and/or Disposition: Amendment to disposition approval of Gateway Homes. (Attachment E)				
(c) Conversion of Public Housing: N/A  (d) Homeownership: Expand existing low income housing opportunities and Homeownership opportunit purchasing properties utilizing Housing Replacement Funds.					
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>Capitol Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.				
	(Attachment F)				
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 Plan.				
	(Attachment G)				
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 occurred to finance capital improvements.  • Not applicable at this time				
9.0	<b>Housing Needs:</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.				
	The Housing Authority of the County of Merced is a High Performer Agency and therefore is required to complete this section only for the Annual Plan submitted with the 5-yr Plan.				
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.				
	The Housing Authority of the County of Merced is a High Performer Agency, therefore not required to submit this information this year.				
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	1				

**10.0** Additional Information. Describe the following, as well as any additional information HUD has requested.

(a) **Progress in Meeting Mission and Goals.** Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5 -Year Plan.

The Housing Authority of the County of Merced has been successful in achieving goals established in the 201-2014 5-year Plan.

#### • Public Housing:

HACM received "High Performer" status under HUD's Public Housing Assessment System (PHAS). HACM will continue to work to maintain High Performer status by ensuring that all properties continue to be managed to the highest possible standards, including timely and accurate reporting of financial information, timely turn over (lease up) of units, maximum occupancy, fair lease enforcement, uniform applicant eligibility determination, timely response and completion of work orders, and regular preventative maintenance. HACM will continue to actively advocate for program reform and funding.

#### • Housing Choice Voucher:

HACM received "High Performer" status under HUD's Section Eight Management Assessment Program (SEMAP). HACM will work to maintain High Performer status by maintaining high utilization and budget without exceeding authorized limits.

- ➤ Received 25 VASH Vouchers. HACM will successfully implement the HUD Veterans Affairs Supportive Housing Program (VASH) vouchers; work with community agencies for necessary referrals.
- > Received funding/vouchers for Shelter Plus Care. HACM will successfully implement program.
- ➤ HACM has chosen to adopt and implement a Project Based Voucher Program. HACM will administer agreements for the Project Based Voucher program.

HACM has successfully applied for special purpose vouchers offered by HUD. The HACM will continue to apply for special purpose vouchers as they are offered by HUD.

#### • Capital Improvements:

HACM will continue to renovate public housing properties and making capital improvements that promote health and safety and preserve the assets. HACM will maintain high quality and timely bidding and construction, promoting and utilizing "green and sustainable" practices to conserve energy and water and protect the environment to the greatest extent feasible. HACM will continue to actively involve residents, and staff in planning capital improvements. HACM will promptly obligate and spend Capital Funds.

- **(b) Significant Amendment and Substantial Deviation/Modification.** Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"
  - Substantial deviations, significant amendments, and/or modifications are considered discretionary changes in the plan or policies of the Housing Authority that fundamentally change the mission, goals, objectives, and/or plans or the Agency. This manner of change requires formal approval from the Board of Commissioners in order to implement items such as: change to tenant/resident admissions policy, changes to organization of waiting list, substantial change in goals and objectives.
- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance:

N/A

**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.

- a) Form HUD-50077, PHA *Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) *Attachment H*
- b) Form HUD-50070, Certification for a Drug-Free Workplace (PHAs receiving CFP grants only) Attachment I
- c) Form HUD-50071, Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)
  Attachment J
- d) Form SF-LLL, Disclosure of Lobbying Activities (PHAs receiving CFP grants only) N/A
- e) Form SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only) N/A
- f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.

  \*\*Attachment K\*\*
- g) Challenged Elements : Attachments A D
- h) Form HUD 50075.1, Capital Fund Program Annual Statement/Performance and Evaluation Report (PHAs receiving CFP grants only)

  \*\*Attachment F\*\*
- i) Form HUD 50075.2, Capital Fund Program Five Year Plan (PHAs receiving CFP grants only) Attachment G
- j) Demolition and/or Disposition: (Amendment to disposition approval of Gateway Homes) Attachment E

#### <u>Attachment A</u>

Financial Resources: Planned Sources and Uses			
Sources	Planned \$	Planned Uses	
1. Federal Grants (FY 2011 grants)	7	1 1011111111111111111111111111111111111	
a) Public Housing Operating Fund	\$ 0	Public Housing	
b) Public Housing Capital Fund:	·	CFP Details "Attachment F"	
CA39P023501-11			
		Exterior Paint, Parking Lot Repair	
	662,523	Roofs, Development Activities	
c) HOPE VI Revitalization			
d) HOPE VI Demolition			
e) Annual Contributions for Section 8	19,491,200	Housing Choice Voucher	
Tenant-Based Assistance	, ,		
f) Resident Opportunity and Self-Sufficiency			
Grants			
g) Community Development Block Grant h) HOME			
i) Youthbuild		<del>-</del>	
i) Toutiibuliu			
2. Prior Year Federal Grants (unobligated funds only as of May 2010) (list below)			
j) Resident Opportunity and Self-Sufficiency:		Bringing Resources to Elderly &	
CA00REL028A007 ROSS-007 \$59,782		Disabled (BREAD) Self Sufficiency	
CA023RPS023A008 ROSS-008 \$195,000	254,782	Activities	
k) Public Housing Capital Fund:	234,782		
CA39P023501-10		CFP Details "Attachment F"	
	802,961		
3. Public Housing Dwelling Rental Income	1,519,500	Operations	
4. Other Income (see heless)			
4. Other Income (see below) Interest, Work Orders, Late Charges	51,600		
interest, work orders, tate enarges	31,000		
5. Non-Federal Sources (list below)			
State Programs	1,122,330	State Migrant Housing	
Local:	1,122,330	Operations	
O'Banion \$186,000		operations -	
Valley View \$406,760			
Oak Terrace \$445,960			
Merced Commons I & I \$1,227,789			
Felix Torres Year Round \$501,660			
	2,768,169		
Total Resources	\$26,673,065		

#### Attachment B

Housing Authority of the County of Merced

# Family Self-Sufficiency Program ACTION PLAN

Approved by Family Self-Sufficiency **P**rogram **C**oordinating **C**ommittee on March 8, 2012

Approved by HACM Board of Commissioners April 17, 2012

#### **OVERVIEW**

The Family Self-Sufficiency Program was created by Section 554 of the Cranston-Gonzales National Affordable Housing Act. Section 554 was approved in November, 1990 and amended Title I of the United States Housing Act of 1937 by adding a new Section 23 which creates the Family Self-Sufficiency Program.

The objective of the Program is to provide support systems through available services which will create opportunities for motivated families to achieve economic independence and become self-sufficient members of our society. The Program remained a voluntary program in 1991 and 1992, but became mandatory in 1993 for any new increments of funding issued to Public Housing Authorities (PHAs).

#### **PROGRAM OBJECTIVES**

The Family Self-Sufficiency (FSS) Program enables low-income families to become economically self-sufficient. Specific objectives include:

Developing local strategies that coordinate local resources to deliver effective services that support low-income families in achieving economic independence.

Integrating HUD's housing assistance programs with other benefit programs to assure that families are provided appropriate assistance and opportunities to achieve financial independence.

Stabilizing housing assistance and providing escrow accounts for participating families to make the transition to unsubsidized housing.

It is the final goal of the Housing Authority of the County of Merced (HACM) to gather data from each case study to understand the reasons for homelessness and poverty. This valuable information will enable us to treat the malady and not just the symptoms.

#### **DEMOGRAPHICS**

From 2000 to 2010 Merced County grew in population from 210,554 to 255,793. <sup>1</sup> According to the 2010 U.S. Census, the Profile of General Demographics, the total population is 255,793.

Not only has the population of the City of Merced grown, but it has also increased in diversity. In 2010, White represented 31.9% of the city's population, and the Hispanic population increased from 45% in 2000 to 54.9% in 2010. The increased population has had a major impact on the city's housing market. Low-income residents are primarily concentrated in the South Merced area, where rental prices are lower.

The table below illustrated Merced County Housing Occupancy:

Table 1 HOUSING OCCUPANCY

Subject	<u>Number</u>	<u>Percent</u>
Total Housing Units	83,698	100%
Occupied Housing Units	75,642	90.37%
Vacant Housing Units	8,056	9.63%
Seasonal, Recreational, or Occasional Use	612	0.73%

In addition to the ethnic and racial mix of the city's population, the installation of the UC Merced Campus has attracted many commuters and nearby residents to this area. Many of the commuters are employed in the Bay area, in cities such as San Jose, San Francisco and Oakland.

Families who rely on TANF, SSI, Food Stamps, and Medi-Cal are considered to be low-income families. Hispanic, African-American, Hmong, and a mixture of the Caucasian population fall into the moderate,

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<sup>&</sup>lt;sup>1</sup> Compiled by the 2010 U.S. Census.

low and very low-income categories. Table 1 simplifies the composition of racial mix in city growth. These low-income families have an impact in Merced County. Due to escalating rents, housing assistance is required or these families will become homeless. Overcrowding is a widespread problem due to large family sizes. In addition, there is a lack of rentals available to accommodate large families. Still, the HACM is working towards recruiting new property management companies and new property owners to lease to our Housing Choice Voucher (HCV) families. Currently in Merced County there are over **2,600** families receiving rental assistance through the HCV Program.

#### **DESCRIPTION OF PARTICIPATING FAMILIES**

The Family Self-Sufficiency Program is comprised solely of Housing Choice Voucher (HCV) Program participants. The agency will continue recruitment and outreach efforts to those who have not enrolled in the FSS program.

#### FAMILY SELF - SUFFICIENCY SELECTION PROCEDURES

A mass mail out to all HCV clients will be conducted as needed. The Family Self-Sufficiency Program will continue to enroll those participants who have a desire and are willing to enter a 5-year contractual period with the FSS Program.

The Family Self-Sufficiency Program is optional for HCV participants. It does not discriminate in regard to race, color, sex, disability, familial status, or national origin.

Persons who will benefit most from the Family Self-Sufficiency Program are persons who are motivated and determined to improve their present and future economic condition and are willing to accept the responsibility for their own success within the program.

To be considered for participation in the Family Self-Sufficiency Program the applicant must meet the following eligibility criteria:

- 1. Be a Housing Choice Voucher participant.
- 2. Be a resident within the jurisdiction of the Housing Authority of the County of Merced.
- 3. Be a person who is willing to pursue the goals of the Family Self-Sufficiency Program and willing to enter into a 5-year contractual agreement with the Housing Authority.
- 4. Be 18 years of age or older, unless legally emancipated.
- 5. Have an annual income below or equal to HCV income limits, including income-targeting requirements.

The Housing Authority's Housing Choice Voucher participants will be evaluated to identify prospective FSS participants. Mailings will be sent to those residing in our community who are receiving Housing Choice Voucher subsidy, who choose to benefit from the FSS option, as outlined in an easy-to-read letter. Those responding favorably will be interviewed and assessed by the Family Self-Sufficiency Coordinators, and placed on the program as applicable. Those who do not respond will be invited to participate again at a later date.

- 1. After the responses have been received from the mail outs outlining the Family Self-Sufficiency Program to prospective participants, the Family Self-Sufficiency Coordinators will review the affirmative responses and conduct informal orientation briefings and subsequent personal interviews. At the time of the first Family Self-Sufficiency interview, the applicant will fill out a Family Self-Sufficiency Application. An appointment will be made to complete an assessment of the applicant's situation. Within a reasonable amount of time of the assessment, the Individual Training and Services Plan will be provided for the applicant to review and sign, as well as the Contract of Participation.
- 2. Assessment includes: extensive information-gathering of participant needs, information which includes "barrier", career, and personal needs assessments. When the Individual Training and Services Plan is prepared, based upon the assessments and

subsequent visits, the participant will begin his/her quest toward self-sufficiency.

- 3. FSS participants are required to provide a quarterly FSS Progress Report. FSS participants are also required to meet with an FSS Coordinator once every 3 months, equal to 4 times a year. More meetings are strongly encouraged and advised.
- 4. Continual monitoring, case management, counseling and referral are vital components of the Family Self-Sufficiency Coordinator's duties.

#### **INCENTIVES**

HCV participants are offered a myriad of incentives through their FSS participation. In addition to the HUD mandated Escrow Account Program, the Housing Authority Family Self-Sufficiency Program provides information and or referrals on the following resources:

Home Buyers Education
Escrow Information
Support Groups
College & Career Counseling

Credit Counseling Life Skills Workshops Job Readiness Workshops

#### ASSURANCE OF NON-INTERFERENCE

The Family Self-Sufficiency Program is an extracurricular program that is designed for qualifying HCV participants. It is the family's head of household who has the sole option to take this step or not. A "NO" answer will not affect their obligation to their voucher. The Family Self-Sufficiency Program will continue to enroll those individuals who wish to be part of this program as long as funding permits.

#### **TIMETABLE FOR IMPLEMENTATION**

As of the QHWRA Act of 1998, housing authorities are no longer required to expand the Family Self-Sufficiency Program. The size of the program

will decrease as each participant fulfills his or her obligations under the Contract of Participation.

The Housing Authority of the County of Merced is responsible to maintain a program size of 168 FSS. The following steps are considered to be an effective means to fill the available slots.

- 1. Written notifications
- 2. Attend Housing Choice Voucher briefings
- 3. Brochures/Letters of Interest
- 4. Family Self-Sufficiency Orientations
- 5. Newsletters

#### PROGRAM COORDINATING COMMITTEE

In accordance with HUD regulations, a Program Coordinating Committee (PCC) has been established.

#### MEMBERSHIP OF THE COMMITTEE

Required membership in the PCC must include:

- A Housing Choice Voucher (HCV) participant in a HCV FSS program
- A Representative of the Public Housing Authority (PHA)

#### Recommended Membership Includes:

Representation from the CalWorks Department, Department of Workforce Investment, Human Services Agency, Employment Development Department, Merced County Community Action Agency, Merced College,

Merced Adult School, Regional Occupational Program, a City of Merced Elected Official, or representative, local lenders, realtors, and organizations providing first-time homebuyers assistance.

#### RESPONSIBILITIES AND ROLE OF THE COMMITTEE

- The PCC has an Advisory Role to the FSS program and its function
- The members of the committee do not have to be the head of the agency, department, or business, but can be staff who are assigned to act as a resource.
- The PCC members should be willing to assist in coordinating agreements between the PHA and potential service providers
- The PCC members should be willing to participate with FSS social activities
- The PCC is the key to the development of the FSS Action Plan
- The PHA has the final decision on the FSS Action Plan

HACM's Family Self-Sufficiency Coordinators are responsible for the day-to-day operations of the program.

#### **OUTREACH EFFORTS**

At the initial Housing Choice Voucher briefing, applicants will be informed of the Family Self-Sufficiency Program requirements, allowing new HCV participants the opportunity to sign up for the Family Self-Sufficiency Program.

The HACM will take action to ensure that minority and non-minority groups are informed of the program.

#### INDIVIDUAL TRAINING AND SERVICES PLAN (ITSP)

Each Family Self-Sufficiency participant shall sign an FSS Contract of Participation and complete an Individual Training and Services Plan (ITSP) within 30 days of acceptance into the Family Self-Sufficiency Program.

The FSS Coordinators will assist each FSS participant to develop an Individual Training and Services Plan to help the participant determine the necessary steps to become self-sufficient. The ITSP is a component of the participant's Contract of Participation that includes interim goal(s) of the

participant. Also, with HA approval, other adult family members who wish to receive services must have an Individual Training and Service Plan.

#### **CONTRACT OF PARTICIPATION**

A contract outlines the legal obligations to the person/persons who sign it; the FSS Contract of Participation is no different. This Contract may only be modified, as stated in the contract itself, regarding the Individual Training and Services Plan, the contract term (for very specific reasons) and to change the family head of household (participant), with mutual consent of the family and the Family Self-Sufficiency Coordinators.

The Contract may be terminated by mutual consent of the parties: for failure of the family or a member of the family to honor the terms of the contract; for any act on the part of the participating family member(s) deemed inconsistent with the Family Self-Sufficiency Program, or by operation of law. THE CONTRACT IS CONSIDERED COMPLETE UPON THE ACHIEVEMENT OF SELF-SUFFICIENCY BY THE FAMILY.

The terms of the contract are fulfilled when all members of the family are free from TANF for 12 consecutive months and;

The individual who signed the Family Self-Sufficiency Program contract accomplishes his/her goal(s) stated in their Individual Training and Services Plan, and/or;

30% of the family's monthly adjusted income equals or exceeds the existing housing FMR for the Voucher size issued by the Housing Choice Voucher Program.

If the HCV participant is terminated from the Housing Choice Voucher Program, or opts to end their HCV participation, the Family Self-Sufficiency Contract automatically terminates and the escrow is forfeited. The escrow is also forfeited under the following conditions:

If the stipulations of the Family Self-Sufficiency Contract and/or the Individual Training and Services Plan are violated by the participant (violations not constituted by unavoidable circumstances), the Family Self-Sufficiency Coordinators will make every reasonable effort to assist the family through extensive counseling or referring the family to

applicable participating resources for counseling. If the head of household (participant) is not in compliance with the FSS Program, the HACM has the authority to terminate the participants from the Family Self-Sufficiency Program. Contractual failure will also result in forfeiture of any accrued monies in the escrow account.

#### **CONTRACT EXTENSIONS**

The initial Contract term is five years. However, a participant in the FSS program may request an extension up to two additional years if the family is unable to complete its goals within the five-year period. The Contract may be extended, in writing, and at the family's request, for **good** cause.

Good cause means circumstances beyond the control of the FSS family, as determined by the HA such as:

- Serious illness
- Involuntary loss of employment

Any family denied contract extensions may request an Informal Hearing to determine whether the decision was made accordance with HUD regulations. The hearing procedures are the same as the HCV Program, stated in the HCV Administrative Plan.

#### FAMILY RESPONSIBILITIES:

Family responsibilities under the Contract of Participation include, but are not limited to, the following requirements:

- Head of Household (HOH) must seek and maintain suitable employment throughout the term of the contract.
- Complete the activities within the dates listed in their ITSP.
- Provide the HACM with information about the family's participation in the FSS program upon request, including information regarding employment, job interviews, training, educational attendance, and other FSS services and activities.

#### All family members must:

- Comply with the lease of the HACM and rental agreement.
- Live in the jurisdiction of the FSS program at least 12 consecutive months from the effective date of the contract.
- Comply with the family obligations under the Housing Choice Voucher Program.

#### FSS CONTRACT COMPLETION

The amount in an FSS account, in excess of any amount owed to the HACM by the FSS family, is paid to the head of household of the FSS family. Completion of the FSS contract is determined by the following:

- When the Contract of Participation has been completed (even if the Contract term has not expired), or
- Whenever 30% of the family's monthly adjusted income equals or exceeds the existing housing FMR for the Voucher size of the family (even if the five years is not up), and
- When, at contract completion, the head of household of the family certifies that, to the best of his/her knowledge and belief, no family member receives Federal or state welfare assistance for 12 consecutive months – TANF. Welfare assistance does not include Medicaid, Food Stamps, Transitional Medicaid, Childcare, and SSI payments to disabled children or adults.
- If the family does not receive welfare assistance, but the family has not met its FSS obligations on or before completion of the FSS Contract of Participation term, the family is not eligible for the escrow.

The Contract can be completed before the five years. The family does not have to be free of housing assistance to have completed the Contract.

#### **FSS PROGRAM TERMINATION**

Self-Sufficiency participants who breach their FSS contract and fail to work toward the goals and objectives of their Individual Training and Services Plan may be terminated from further participation in the Family Self-Sufficiency Program. In the case of Family Self-Sufficiency Program termination, the family's voucher will not be terminated as long as they are eligible for the Housing Choice Voucher Program.

If an FSS participant violates FSS guidelines as set forth in the FSS Contract of Participation and is terminated from the Family Self-Sufficiency Program, grievance procedures for informal hearings as outlined in the Administration Plan apply.

#### **ACTIVITIES AND SUPPORTIVE SERVICES**

The following items are identified needs of FSS clients and the local agencies that are able to provide services required to fulfill those needs.

- Employment skills: Job leads, job interview techniques, resumes, etc.
- Personal Career Counseling: Basic skills training that enhance the participant's ability to find and retain employment.
- Basic education training such as GED and literacy programs.
- Motivational, Self-esteem, and Support Workshops are offered on a continual basis.
- Preventative Health Care Training, Financial Counseling, and Entrepreneurial Training.

#### **IDENTIFICATION OF SUPPORT NEEDS**

#### HOUSING

There are many types of critical housing needs: emergency shelter for the homeless, as well as transitional housing for persons coming out of treatment programs and who are unable to return to their home environment.

Merced County Housing Authority is seeking to address the problem of housing by partnering with local non-profit agencies.

#### **EMPLOYMENT**

Educational opportunities exist through Central Valley Opportunity Center (CVOC), Department of Workforce Investment (DWI), Merced College (MC), Merced County Regional Occupational Program (ROP), Merced Adult School, and Kingsview Employment. The CalWORKs Program is available to all TANF families. The DWI and Employment Resource Center known as WorkNet provide employment skills and provide consultation to individual needs. FSS participants will be instructed on how to access these learning facilities to gain knowledge for long-term employment. Some fields of employment include, but are not limited to, the following:

Bilingual Teachers Radiology Technicians
Registered Nurses Lab Technicians

Ventra ditional Corpora

Automative Mech

Nontraditional Careers
Auto Body Repair and Painting
Automotive Mechanics
Physician Assistants

Housing Maintenance Drafters
Construction Trades Welders
Accountants/Bookkeepers Paralegal

Office Assistants Medical Assistants

Bus/Truck Drivers Retail

These fields not only show a propensity for longevity, but also allow a pay range adequate for self-sufficiency.

#### **TRAINING**

The Family Self-Sufficiency Program is focused on training and the education necessary to provide an FSS participant with marketable skills to attain and keep a position above the minimum wage level - i.e. to become self-sufficient. Referrals will be used to place FSS clients in training and educational programs.

We provide Job Readiness workshops and classes such as: resume writing, the employment application process, computer literacy, and interviewing skills. These classes will help the participants establish a firm foundation of skills when seeking employment. The workshops will vary in scheduling to accommodate our FSS participants' schedules. Remaining flexible is one of the FSS Programs main goals so that the participants can utilize our workshops more effectively and in a timely manner.

#### **TRANSPORTATION**

The FSS program is working toward limiting the transportation barrier for our clients by providing information on local transportation services such as Bus Schedules, Taxi Services and Dial-A-Ride.

#### **CHILDCARE**

Merced County Office of Education (MCOE) has both Child Development and Head Start Programs. CalWORKs will subsidize childcare expenses for those families who are in compliance with their CalWORKS Plans. Participants will be encouraged to utilize these services and to look for innovative ways of obtaining childcare. Other childcare sources include A Child Care & Education Service System (ACCESS) for resource and referral services. Low-income families are strongly encouraged to apply through ACCESS.

#### MEDICAL AND DENTAL SERVICES

Medical services are not a large concern in the immediate area of Merced City due to the efforts of Mercy Hospital and Golden Valley Health Centers. Golden Valley Health Center clinics have been beneficial in providing medical services on a sliding scale fee to those who cannot afford, or are unable to obtain, medical and dental insurance.

#### LEGAL SERVICES/FAIR HOUSING

The Central Valley Coalition for Affordable Housing (CVCAH) is a local Fair Housing official. They have a 24 hour Fair Housing Hotline available.

#### **UTILITY ASSISTANCE**

The Pacific Gas and Electric (PG&E) Reach Program is administered through the Salvation Army. In addition, Merced County Community Action Agency (MCCAA) and Merced Lao Family Community, Inc. assist with utility payments through the LIHEAP Program. More funding is needed for additional utility assistance programs.

#### **COORDINATION OF SERVICES**

The FSS Coordinator coordinates services with the following local agencies. These local agencies can be an asset to the FSS Program. Services and Resources are observed in the following agencies: Central Valley Opportunity Center, Human Services Agency, Department of Workforce Investment, Merced Lao Community, Inc., Merced College, Merced County Office of Education, EDD, Merced County Transit, Mental Health Department, Children's Services Network, Merced Adult School, and Merced County Community Action Agency. These county agencies can be most helpful when it comes to making referrals, education, job search, and training opportunities. In addition, the Worknet Center is where most of the non-profit agencies are found. The center offers free job training classes and related services to the community.

#### **ESCROW ACCOUNTS**

A Family Self-Sufficiency participant's income may increase during the term of the Contract of Participation. The HACM shall establish interest-bearing escrow accounts for participating families based on 50% of the median income limit and less than 80% of median income. The HACM will credit to an escrow account a portion of the increase of rent that would otherwise result from increases in earned income during the Contract of Participation. For example, a resident's normal portion of rent is \$100, and their income increases such that their rent would increase to \$150. The

portion of rent increase due to earned income is calculated and this amount is added monthly to an escrow account managed by the HACM.

The amount deposited into the escrow account varies depending on the income of the family and is only based on increases in earned income that occur after the execution of the Contract of Participation. For Very-Low-Income families, the amount of the monthly escrow credit is the lesser of: (1) 30% of the current monthly adjusted income increases since execution of the Contract of Participation, or (2) current family contribution when the Contract of Participation was executed. For Low-Income families, the amount is one-half of the amount calculated according to the escrow formula used for Very-Low-Income families. There is no escrow credit for families who exceed 80% of median income.

The escrow contribution is based on an increase of **earned** income. Earned income includes:

- The full amount before payroll deductions of wages and salaries, overtime pay, commissions, tips, bonuses, fees, and other compensation for personal services;
- Net income from the operation of a business or profession, and
- Military pay that is normally included in the Annual Income definition.

Earned income **does not** include pensions or annuities, transfer payments, or any cash or in-kind benefits. It does not include income from children under 18 (as long as they are not head of household or spouse.) If an adult is added or a child turns 18 year of age after the Contract of Participation is executed, their earned income is counted.

#### MAINTENANCE OF ESCROW ACCOUNTS

Internal reporting procedures will assure communication between the FSS Program Coordinators, Housing Choice Voucher Director, and Financial

Officer. Without exception, all FSS participants must report all changes of income and/or family composition within 10 days.

The reporting requirements and the handling of the escrow accounts are outlined below:

- 1. When a new participant enters into a Contract of Participation, the FSS Coordinators will forward applicable information to the assigned FSS Eligibility Specialist (ES)
- 2. The FSS Coordinators will complete the Contract of Participation with the income information and copies are to be made for the Eligibility Specialist.
- 3. The Board of Commissioners' Resolution #93-42 specifically states that at least once annually the FSS participants will receive a report of their escrow account balances. The Finance Department will be responsible for verification of escrow account amounts, and on a quarterly basis a report of escrow account balances will be provided to the FSS Coordinators, and mailed to each FSS participant annually. At a minimum, the report will include:
  - The balance at the beginning of the reporting period;
  - The amount of the family's rent payment that was credited to the FSS account during the reporting period;
  - Any deductions made from the account for amounts due the HACM before interest is distributed;

•

- The amount of interest earned on the account during the year; and
- The total in the account at the end of the reporting period

#### **ESCROW DISBURSEMENT**

The Board of Commissioners' Resolution #93-43 states that the escrow account may not be accessed by the FSS participant until the Contract of Participation is completed and the individual has successfully completed the FSS Program. In accordance with HUD regulations, the participant and family

members must be TANF free for a minimum of 6 months (with zero HAP Payment and accomplished goals/objectives) or 12 consecutive months independent of welfare assistance (with goals/objectives accomplished) in order to receive their escrow balance, including contract extension.

Escrow account calculations are based on earned income increases from the effective date of the Contract of Participation. Escrow credit for low, but not very low income, families is based upon 50% of median income limit and less than 80% of median income.

#### FORFEITURE OF ESCROW FUNDS

- A participant has no right to any funds from its FSS escrow account if the
  participant's Contract of Participation is terminated, declared null and
  void, or the HACM determines the participant did not successfully meet
  the FSS graduate requirements from the FSS program.
- At any time if the escrow account is closed and forfeited, the funds will be credited to the HACM Recovery Fund Account. The escrow account will be treated as a support service to the FSS program.

#### **PORTABILITY**

#### **INCOMING PORTABLES**

Any program participants selected for the Family Self-Sufficiency Program, as an incoming portable shall be absorbed by the HACM.

Current participants in the Family Self-Sufficiency Program may utilize the HCV portability feature only if the family has been a participant of the Family Self-Sufficiency Program for at least 12 months.

Family Self-Sufficiency participants requesting to utilize the portability feature of the Housing Choice Voucher Program shall be advised of the following options available to both the program participant and the receiving Housing Authority:

- The receiving Housing Authority can elect to absorb the FSS participant into their program, if such a program is available in the receiving Housing Authority's jurisdiction.
- The Family Self-Sufficiency Program participant can request to be released from the FSS Contract of Participation and relinquish all funds accumulated in the participant's escrow account.

#### PORTING DURING FSS CONTRACT

Any FSS client porting out before the first 12 months will result in termination from the FSS Program and forfeiting of their escrow. Exceptions to this rule are stated below:

- Serious Illness (immediate family members)
- Jobs Relocation (only if the job is offered to the individual)
- Medical Reasons

#### **OUTGOING PORTABLES**

The HACM will make a good faith effort to locate and contact an FSS family that exercises portability to another jurisdiction. The initial Housing Authority will notify the receiving Housing Authority of the family progress and escrow account, if applicable.

#### 1. Absorbed

The family's voucher is considered absorbed if accepted by the receiving Housing Authority and absorbed into their HCV Program. The family's contract and escrow account will then be forwarded to the

receiving Housing Authority. The initial Housing Authority shall promptly terminate the case and transfer any necessary information to the receiving Housing Authority as in needed for enrollment.

#### 2. Not Absorbed

If the family's voucher is not absorbed by the receiving Housing Authority, and if the initial Housing Authority determines the new location would not hinder the participant's ability to meet their contractual obligations under the FSS program, then HACM may allow the family to continue in the HACM's FSS program.

#### 3. Voucher Expired

At anytime, if the family's voucher is expired under portability and not absorbed, the family's contract with the initial Housing Authority is terminated from the FSS program. If applicable, the participant's escrow account is also forfeited.

#### **MONITORING**

In order to ensure our program objectives are being met, a commitment will be made to implement an on-going reporting system that will provide statistical data with which the HACM can measure success. This monitoring process will also be used to make revisions regarding program approach and to make modifications as necessary. Coordination of this monitoring process will be the responsibility of the Family Self-Sufficiency Coordinators, which will include the developing and adopting of a tracking system and establishing separate files for each FSS participant.

#### **SUMMARY**

Historically, short-term programs have addressed the issue of poverty in all its varying forms. Although the intent has been good, it has served as only a band-aid approach that increases dependency upon government subsidized programs. The Family Self-Sufficiency Program is employing long-term case management and providing supportive services to participants in areas where it is most needed.

The Family Self-Sufficiency Program offers a financial incentive to families through the establishment of an escrow account, which becomes available to the family upon successful completion of their Contract of Participation. Statistical data will be kept on those families who have completed their Contract of Participation.

The FSS Coordinators will maintain a database that records statistics on the FSS program progress and its participants. In addition, accordance with SEMAP requirements, the HACM will further maintain the mandatory

number of FSS slots filled and the percentage of FSS participants with escrow balances.

The system will also include a coordination process to monitor service providers in an effort to make sure client needs are being met at all levels possible. The needs assessment form will play an integral role in identifying service agencies needed. The Program Coordinating Committee (PCC) will then actively involve itself in contracting and coordinating the services as necessary.

The Program Coordinating Committee will work directly with the FSS Coordinators to make sure the overall monitoring system is meeting program needs as a tool for evaluation.

#### Attachment C

#### Chapter 5

#### **SUBSIDY STANDARDS**

[24 CFR 982.402]

#### **PURPOSE:**

HUD guidelines require that the HACM to establish subsidy standards for the determination of voucher bedroom size, and that such standard provides for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the voucher size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards and the HACM's subsidy standards. This Chapter explains the subsidy standards which will be used to determine the subsidy/voucher size for families of different sizes when they are first determined eligible for the HCV Program; as well as the HACM's procedures when a family's size changes or a family selects a unit size that is different from the voucher.

#### A. SUBSIDY/VOUCHER SIZE [24 CFR 982.402]

The HACM does not determine who shares a living/sleeping room. The HACM's subsidy standards for determining the family unit size shall be applied in a manner consistent with Fair Housing guidelines. All standards in this section relate to the size of the subsidy, not the family's actual living arrangements.

The family unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

#### **HUD regulations stipulate the following about the HACM's subsidy standards:**

- The subsidy standards must provide for the smallest number of bedrooms (referring here to the subsidy) needed to house a family without overcrowding.
- The subsidy standards must be consistent with the space requirements under the Housing Quality Standards which require at least one living/sleeping room for every two persons.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the HACM to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size. The HACM will not approve an unidentified live-in aide; nor a larger unit than the family qualifies for under the HACM subsidy standards, for unidentified aide.

The HACM assigns one living/sleeping room to each two people with the following guidelines:

- Foster children will be included in determining unit size only if they will be in the unit for more than six months.
- Live-in attendants will be provided a separate bedroom if the assisted unit is the attendant's principle residence. No additional bedrooms are provided for the attendant's family. A single person will be allocated a studio subsidy. However, a single person who is elderly or disabled may be allocated a one bedroom subsidy

These general guidelines are used in determining Voucher size

Voucher Size	Persons in Household	
	(Minimum #)	(Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	3	4
3 Bedrooms	5	6
4 Bedrooms	7	8
5 Bedrooms	9	10
6 Bedrooms	11	12

#### **B. EXCEPTIONS TO SUBSIDY STANDARDS** (24 CFR 982.402(b)(8)

In determining family unit size for a particular family, the HACM may grant an exception to its established subsidy standards if the HACM determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The HACM may grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom due to a documented need, such as:

- A verified medical or health reason;
- Elderly persons or persons with disabilities who may require a live-in attendant;

Cases are determined on a case-by-case basis. The submission of an accommodation does not automatically entitle a family to a larger subsidy.

If a reasonable accommodation request is approved which requires a larger subsidy, the subsidy size will be increased at an interim recertification, effective the first day of the month following the date of the decision, or the date that the live-in aide passes the background check, whichever comes later.

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The HACM will not issue a larger subsidy/voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health-related reasons must be verified by a doctor, medical professional, or social service professional.

#### **CHANGES IN SUBSIDY/VOUCHER SIZE**

#### **Changes for Applicants**

The subsidy/voucher size is determined prior to the briefing by comparing the family composition to the HACM subsidy standards. If an applicant requires a change in the subsidy/voucher size,

#### **Changes for Participants**

The members of the family residing in the unit must have prior approval by the HACM. The family must obtain prior approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HACM within 10 business days.

#### **Under-Housed Families (Unit Too Small Size of Family)**

If a unit does not meet HQS space standards due to an increase in family size, (unit is too small), the HACM will issue a new voucher. The family and the HACM will try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the HACM will terminate the HAP contract in accordance with its terms.

Over-Housed Families (Unit Too Large Size of Family)

If a participant has a decrease in the family size, the family has the option to be issued a new voucher or remain in the unit they are renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination.

If the family chooses to move, the voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent cannot exceed 40% of their adjusted income at the time of lease-up (24 CFR 982.508). The approved rent will be based on the payment standard for the voucher size the family eligible for, or the actual number of bedrooms in the unit, whichever is less.

#### C. UNIT SIZE SELECTED [24 CFR 982.402]

The family may lease an otherwise acceptable dwelling unit with <u>fewer</u> bedrooms than the voucher size, provided the dwelling unit meets the applicable Housing Quality Standards space requirements.

The family may lease an otherwise acceptable dwelling unit with <u>more</u> bedrooms than the family voucher size, provided it meets the initial affordability test, where the family does not pay more than 40% of their income towards rent and utilities.

#### HQS GUIDELINES FOR UNIT SIZE SELECTED

The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS Guidelines for Unit Size Selection		
Unit Bedroom Size	Maximum # in Household	
0	2	
1	4	
2	6	
3	8	
4	10	
5	12	
6	14	

#### Attachment D

## CHAPTER 23 Project-Based Vouchers

**INTRODUCTION** This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

**Part I: General Requirements.** This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

**Part II: PBV Owner Proposals.** This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

**Part III: Dwelling Units.** This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

**Part V: Housing Assistance Payments Contract.** This part discusses HAP Contract requirements and policies including the execution, term, and termination of the HAP Contract. In addition, it describes how the HAP Contract may be amended and identifies provisions that may be added to the HAP Contract at the PHA's discretion.

**Part VI: Selection of PBV Program Participants.** This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

**Part VII: Occupancy.** This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to twenty-five percent (25%) of the units in any project) are also discussed.

**Part VIII: Determining Rent to Owner.** This part describes how the initial rent to owner is determined, and how rent will be re-determined throughout the life of the HAP Contract. Rent reasonableness requirements are also discussed.

**Part IX: Payments to Owner.** This part describes the types of payments owners may receive under this program.

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#### **PART I: GENERAL REQUIREMENTS**

**23-I.A. OVERVIEW [24 CFR 983.5]** The project-based voucher (PBV) program allows HACM, which already administers a tenant-based voucher program under an annual contributions contract (ACC) with HUD, to operate a PBV program using up to twenty percent (20%) of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6].

HACM will only operate a PBV program consistent with its Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an "Agreement to Enter into HAP Contract" (AHAP) or a HAP Contract, HACM is not required to reduce the number of these units under HAP Contract if the amount of budget authority is subsequently reduced. It is noted that while the number of units does not need to be reduced, HAP Contracts cannot be renewed if more than twenty percent (20%) of the base allocation is utilized for PBV. HACM, however, is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

### 23-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, HACM policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

#### 23-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program will be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. HACM will not use voucher program funds to cover relocation costs, except that HACM may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the

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relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes also will be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of HACM to ensure the owner and any representatives of the owner, such as a property manager, comply with these requirements.

#### 23-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

HACM, owners, and property managers must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, HACM will comply with HACM Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

### PART II: PBV OWNER PROPOSALS 23-II.A. OVERVIEW

In this document, HACM will;

- Describe the procedures for owner or owner's designee for submission of PBV proposals:
- Describe HACM selection of PBV proposals:
- Explain how HACM will determine that PBV proposals comply with HUD program regulations and requirements:
- Describe how proposals comply with the cap on the number of PBV units per project:
- Describe how units meet site selection standards.

# **23-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]** HACM will select PBV proposals in accordance with the selection procedures in this HACM Administrative Plan. HACM will select PBV proposals by either of the following two methods.

- <u>HACM request for PBV Proposals</u>. HACM may solicit proposals by using a Request For Proposals (RFP) to select proposals on a competitive basis in response to HACM request. HACM may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- HACM selection of Proposal previously selected based on a competition.
   This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was Adopted by Board of Commissioners on July 19, 2011

subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTC's have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date.

**Solicitation and Selection of PBV Proposals [24 CFR 983.51(b) and (c)]** HACM procedures for selecting PBV proposals are designed and operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by HACM.

HACM Request for Proposals for Rehabilitated and Newly Constructed Units. HACM will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in one of the following newspapers:

- Merced Sun Star
- Modesto Bee

In addition, HACM will post the RFP and proposal submission and selection procedures on its website (http://www.merced-pha.com). HACM will publish its notice at least once in the newspapers and trade journals mentioned above. The notice will specify the number of units HACM estimates that it will be able to assist under the funding HACM is making available. Proposals will be due in HACM office by close of business no less than two weeks from the date of publication. In order for the proposal to be considered, the owner or owner's designee (hereinafter referred to as "owner") must submit the proposal to HACM by the published deadline date and time, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed. HACM will rate and rank proposals for **rehabilitated** and **newly constructed** housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP:
- Extent to which the project furthers HACM goal of deconcentrating poverty and expanding housing and economic opportunities;
- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

#### **HACM Requests for Proposals for Existing Housing Units**

HACM will advertise its request for proposals (RFP) for existing housing in at least one of the following newspapers:

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- Merced Sun Star
- Modesto Bee

In addition, HACM will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site (www.merced-pha.com). The notice will specify the number of units HACM estimates that it will be able to assist under the funding HACM is making available.

The proposals will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program:
- Extent to which the project furthers HACM goal of de-concentrating poverty and expanding housing and economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property;
   and
- Extent to which units are occupied by families that are eligible to participate in the PBV program.

## HACM Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

HACM will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits (LIHTC) on an ongoing basis.

HACM may periodically advertise that it is accepting proposals, specifying the number of vouchers available for this purpose in one of the following newspapers:

- Merced Sun Star
- Modesto Bee

Proposals will be reviewed on a first-come first-served basis. HACM will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers HACM goal of de-concentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, Mental Health program, other

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development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

**HACM-owned Units [24 CFR 983.51(e) and 983.59]** If HACM submits a proposal for project-based housing that is owned or controlled by HACM, HACM will:

- Use an independent entity which meets HUD approval to perform Housing Quality Standards (HQS) inspections.
- Use an independent entity which meets HUD approval to determine rents and rent reasonableness.
- Obtain HUD approval for the services of these entities prior to selecting the proposal for HACM-owned housing. HACM will only compensate the independent entity, which is responsible for obtaining the services of an appraiser, from HACM ongoing administrative fee income (including amounts credited to the administrative fee reserve). HACM will not use other program receipts to compensate the independent entity and appraiser for their services. HACM, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

## **HACM Notice of Owner Selection [24 CFR 983.51(d)]**

Within fifteen (15) days of HACM making a selection, HACM will notify the selected owner, in writing, of the owner's selection for the PBV program. HACM will also notify, in writing, all owners that submitted proposals that were not selected and advise such entities of the name of the selected owner.

In addition, HACM will publish its notice for selection of PBV proposals in the same newspapers and trade journals HACM used to solicit the proposals. The announcement will include the name of the owner and address of units selected for the PBV program. HACM will also post the notice of owner selection on its website.

HACM will make available to any interested party its rating and ranking sheets and the documents that identify HACM basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. HACM will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner. HACM will make these documents available for review at HACM during normal business hours. The cost for reproduction of allowable documents will be thirty-five (35¢) per page.

#### 23-II.C. HOUSING TYPE [24 CFR 983.52]

HACM will attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program if, at the time of notice of HACM selection, the units exist and substantially comply with HQS. "Substantially" is defined as any unit that has an accumulation of items that would cost less than \$1,000 and take less than one month's time to comply fully with HQS requirements. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing. HACM choice of housing type will be reflected when it solicits proposals.

# Use of PBV in Cooperative Housing and Elevator Projects.

The Housing And Economic Recovery Act of 2008 (HERA) Section 2835(a)(1)(F)8(o)(13)(L) Allows PHAs to enter into PBV HAP contracts with respect to units in cooperative housing and in high-rise elevator projects.

# 23-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS Ineligible Housing Types [24 CFR 983.53]

HACM will not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psHACMiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes or pads; cooperative housing; and transitional housing. In addition, HACM will not attach or pay PBV assistance for a unit occupied by an owner and HACM will not select or enter into an AHAP or enter into a HAP Contract for a unit occupied by a family ineligible for participation in the PBV program.

# Subsidized Housing [24 CFR 983.54]

HACM will not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that HACM could attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;

- Section 811 project-based supportive housing for persons with disabilities:
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance:
- A unit with any other duplicative federal, state, or local housing subsidy determined by HUD or HACM, in accordance with HUD requirements.

# 23-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]

HACM will provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits. HACM will submit the necessary documentation to HUD for a subsidy layering review. HACM will not enter into an AHAP Contract or a HAP Contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. Subsidy layering reviews are not required for projects that have undergone a review conducted by the applicable state or local agency for funding on the project. The HAP Contract will contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP Contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

#### 23-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

Twenty-Five Percent (25%) per Project Cap [24 CFR 983.56(a)] In general, HACM may not select a proposal to provide PBV assistance for units in a project or enter into an AHAP or a HAP Contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP Contract, is more than twenty-five percent (25%) of the number of dwelling units (assisted or unassisted) in the project. Section 2835(a)(1) of HERA defines a "Project" to mean a single building, multiple contiguous buildings or multiple buildings on contiguous parcels of land.

# Exceptions to Twenty-Five Percent (25%) per Project Cap [24 CFR 983.56(b)]

Exceptions are allowed and PBV units are not counted against the twenty-five percent (25%) per project cap if:

- The units are in a single-family project, defined by HUD as any project with one to four units;
- The units are *excepted units* in a multifamily project because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as *qualifying families*).

## **Supportive Services**

The types of supportive services offered to families for a project to qualify for the exception are those intended to promote self-sufficiency, including:

- Outreach;
- Case management, counseling;
- Health care, psychiatric and mental health care, substance abuse treatment;
- Life skills, parenting skills;
- Child care, transportation, housing search assistance, budgeting;
- Employment assistance, job training/placement;
- Education, vocational opportunities.

Supportive services do not have to be provided at the project site. When supportive services are provided, whether or site or not, the following conditions apply:

The statement of family responsibility in the lease must contain the family's obligation to participate in the designated service program. Failure of the family to comply is good cause to terminate the family from the program.

Participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers is not required as a condition of living in an excepted unit. HACM will ensure that only families receiving supportive services and complying with the service requirements are assisted. To qualify, a family must have at least one member receiving at least one qualifying supportive service. HACM will not require participation in medical or disabilityrelated services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered. If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit, has received, FSS supportive services or any other supportive services as defined above, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. HACM will monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. Monitoring will be

accomplished by requiring the owner to provide quarterly reports on the family's participation and confirming this information by interviewing the tenant at the annual re-examination.

HACM will provide PBV assistance for the following types of excepted units – units limited to use by "qualifying families":

Units in a multifamily project specifically made available for elderly or disabled families; Units for families receiving supportive services.

Elderly, disabled, and families receiving supportive services are all "qualifying families".

# Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

HACM is not setting a cap on the number of PBV units assisted per project beyond the twenty-five percent (25%) cap for non-excepted units.

### 23-II.G. SITE SELECTION STANDARDS

# Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

HACM will not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an AHAP Contract or HAP Contract for units on the site, unless HACM has determined that PBV assistance for housing at the selected site is consistent with the goal of de-concentrating poverty, replacement housing and expanding housing and economic opportunities. The standard for de-concentrating poverty and expanding housing and economic opportunities is consistent with the Agency Plan under 24 CFR 903 and this Administrative Plan.

In addition, prior to selecting a proposal, HACM will determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

It is HACM's goal to select sites for PBV housing that provide for deconcentrating poverty, replacement housing and expanding housing and economic opportunities. In complying with this goal HACM may limit approval of sites for PBV housing in census tracts that have family poverty concentrations of twenty percent (20%) or less.

HACM will grant exceptions to the twenty percent (20%) standard where HACM determines that the PBV assistance will complement other local redevelopment activities designed to de-concentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than twenty percent (20%), such as sites census tracts where:

The proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

The concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

The proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

New market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

There has been an overall decline in the poverty rate within the past five years; or

There are meaningful opportunities for educational and economic advancement.

# Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

HACM will not enter into an AHAP for units that will be rehabilitated, nor execute a HAP Contract for existing units until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

# New Construction Site and Neighborhood Standards [24 CFR 983.57(e)] In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD-required site and neighborhood standards:

 The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

- The site must have adequate utilities and streets available to service the site:
- The site must not be located in an area of minority concentration unless HACM determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

 Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

# 23-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

HACM's activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* (i.e., County of Merced) is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). HACM will not enter into an AHAP Contract nor enter into a HAP Contract until it has complied with the environmental review requirements.

In the case of existing housing, the County of Merced, responsible for the environmental review under 24 CFR part 58, must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5. HACM will not enter into an agreement to enter into a HAP Contract or a HAP contract with an owner, and HACM, the owner, and its contractors

may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed. HACM will supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. HACM requires the owner to carry out mitigating measures required by the County of Merced (or HUD, if applicable) as a result of the environmental review.

#### PART III: DWELLING UNITS

#### 23-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

# 23-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, cooperative housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

**Lead-based Paint [24 CFR 983.101(c)]** The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

23-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES Housing will comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. HACM will ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C. Housing first occupied after March 13, 1991, will comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

### 23-III.D. INSPECTING UNITS

**Pre-selection Inspection [24 CFR 983.103(a)]** HACM will examine the proposed site before the proposal selection date. If the units to be assisted already exist, HACM will inspect all the units before the proposal selection date, and will determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. HACM, however, will not execute the HAP Contract until the units fully comply with HQS.

## Pre-HAP Contract Inspections [24 CFR 983.103(b)]

HACM will inspect each contract unit before execution of the HAP Contract. HACM will not enter into a HAP Contract covering a unit until the unit fully complies with HQS.

# **Turnover Inspections [24 CFR 983.103(c)]**

Before providing assistance to a new family in a contract unit, HACM will inspect the unit. HACM will not provide assistance on behalf of the family until the unit fully complies with HQS.

# Annual Inspections [24 CFR 983.103(d)]

At least annually during the term of the HAP Contract, HACM will inspect a random sample, consisting of at least twenty-percent (20%) of the contract units in each project to determine if the contract units and the premises are maintained in accordance with HQS. The sample will be selected at random. A database of the units will be maintained which can be exported to Excel. This software program has a Random Number Generation Tool that will allow twenty-percent (20%) of the total units to be selected at random. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than twenty-percent (20%) of the annual sample of inspected contract units in a project fails the initial inspection, HACM will re-inspect one-hundred percent (100%) of the contract units in the project.

# Other Inspections [24 CFR 983.103(e)]

HACM will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP Contract. HACM will take into account complaints and any other information coming to its attention in scheduling inspections.

HACM will conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violations of HQS.

In conducting HACM supervisory quality control HQS inspections, HACM will include a representative sample of both tenant-based and project-based units.

# Inspecting HACM-owned Units [24 CFR 983.103(f)]

In the case of HACM-owned units, the inspections will be performed by an independent agency designated by HACM and approved by HUD. The independent entity will furnish a copy of each inspection report to HACM and to the HUD San Francisco field office. HACM will take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP Contract by HACM-owner.

# PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS 23-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance. Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

**23-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT** In order to offer PBV assistance in rehabilitated or newly constructed units, HACM will enter into an agreement to enter into an AHAP Contract with the owner of the property. The Agreement will be in the form required by HUD [24 CFR 983.152(a)].

In the AHAP, the owner agrees to develop the PBV contract units to comply with HQS, and HACM agrees that, upon timely completion of such development in accordance with the terms of the Agreement, HACM will enter into a HAP Contract with the owner for the contract units [24 CFR 983.152(b)].

#### Content of the Agreement [24 CFR 983.152(c)]

At a minimum, the HACM will describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units:
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973

apply to units under the Agreement. If applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description will include the rehabilitation work, write up and, where determined necessary by HACM, specifications and plans. For new construction units, the description will include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

**Execution of the AHAP [24 CFR 983.153]** The AHAP will be executed "promptly" after HACM notice of proposal selection to the selected owner. HACM, however, will not enter into the AHAP with the owner until the subsidy layering review is completed. Likewise, HACM will not enter into the AHAP until the environmental review is completed and HACM has received environmental approval. Promptly, in this case, requires the selected owner to have completed the necessary reviews for the project and be ready to enter into an AHAP within one year from the date of notification that the project is awarded PBV assistance.

HACM has the option to grant up to two six-month extensions to this one year limit provided the owner can demonstrate that progress is being made and that the project will go to AHAP within the extended time frame.

#### 23-IV.C. CONDUCT OF DEVELOPMENT WORK

**Labor Standards [24 CFR 983.154(b)]** If an AHAP covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. HACM will monitor compliance with labor standards.

**Equal Opportunity [24 CFR 983.154(c)]** The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)] The AHAP and HAP Contracts must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the AHAP and HAP Contracts or HUD regulations.

#### 23-IV.D. COMPLETION OF HOUSING

The AHAP will specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The AHAP will also specify the deadline for submission by the owner of the required evidence of completion.

# **Evidence of Completion [24 CFR 983.155(b)]**

At a minimum, the owner must submit the following evidence of completion to HACM in the form and manner required by HACM:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the AHAP;
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing; and
- Certificate of Occupancy (for new construction) or Final Building Permit cards (for rehabilitation projects) from the County of Merced.

# HACM Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, HACM will inspect the housing to determine if has been completed in accordance with the AHAP, including compliance with HQS and any additional requirements imposed under the AHAP. HACM also will determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the AHAP, HACM will not enter into the HAP Contract.

If HACM determines the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion, HACM will submit the HAP Contract for execution by the owner and must then execute the HAP Contract.

# PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP) 23-V.A. OVERVIEW

HACM will enter into a HAP Contract with an owner for units that are receiving PBV assistance. The purpose of the HAP Contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract

units leased and occupied by eligible families during the HAP Contract term. The HAP Contract will be in the form required by HUD [24 CFR 983.202].

# 23-V.B. HAP CONTRACT REQUIREMENTS Contract Information [24 CFR 983.203]

The HAP Contract will must specify the following information:

- The total number of contract units by number of bedrooms:
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the project;
- The number of contract units in each project, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP Contract term;
- The number of units in any project that will exceed the twenty-five percent (25%) per project cap, which will be set-aside for occupancy by qualifying families; and The initial rent to owner for the first twelve (12) months of the HAP Contract term.

# **Execution of the HAP Contract [24 CFR 983.204]**

HACM will not enter into a HAP Contract until each contract unit has been inspected and HACM has determined that the unit complies with Housing Quality Standards (HQS).

For existing housing, the HAP Contract will be executed "promptly" after the HACM selects the owner proposal and inspects the housing units. "Promptly", in this case, means that the owner must be ready and willing to sign the HAP Contract within two (2) months from the date HACM has completed HQS inspections, found the units in compliance, and has notified the owner of its selection decision.

For newly constructed or rehabilitated housing, the HAP Contract will be executed after HACM has inspected the completed units, determined that the units have been completed in accordance with the AHAP, and the owner furnishes all required evidence of completion. Also, for rehabilitated or newly constructed housing, the HAP Contract will be executed within two months of Adopted by Board of Commissioners on July 19, 2011

HACM determining that the units have been completed in accordance with the AHAP, all units meet HQS, and the owner has submitted all required evidence of completion.

# Term of HAP Contract [24 CFR 983.205]

HACM will enter into a HAP Contract with an owner for an initial term of no less than one year and no more than fifteen (15) years.

The term of all PBV HAP Contracts will be negotiated with the owner on a caseby-case basis within HUD parameters.

At the time of the initial HAP contract or any time before expiration of the HAP Contract, HACM may extend the term of the contract for an additional term of up to fifteen (15) years if HACM determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

Contracts or contract extensions may not exceed fifteen years cumulatively. A PHA must determine that the extension of the contract is appropriate to achieve long-term affordability of the housing or to expand housing opportunities.

When determining whether or not to extend an expiring PBV contract, HACM will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner's record of compliance with obligations under the HAP Contract and lease(s):
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

#### Termination by HACM [24 CFR 983.205(c)]

The HAP Contract will provide that the term of HACM's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by HACM in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP Contract. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the Adopted by Board of Commissioners on July 19, 2011

full term of the HAP Contract, the HACM may terminate the HAP Contract by notice to the owner. The termination will be implemented in accordance with HUD instructions.

# Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP Contract term, the owner may terminate the HAP Contract by giving notice to the HACM. In this case, families living in the contract units must be offered tenant-based assistance.

## Remedies for HQS Violations [24 CFR 983.207(b)]

HACM will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS.

If HACM determines that a contract does not comply with HQS, HACM will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Chapter 10.

#### 23-V.C. AMENDMENTS TO THE HAP CONTRACT

## Substitution of Contract Units [24 CFR 983.206(a)]

HACM will amend the HAP Contract to substitute a different unit, if the unit has the same number of bedrooms in the same project, is HQS compliant, and meets all PBV requirements for a previously covered contract unit. Before any such substitution can take place, HACM will inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.206(b)] At HACM's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of HACM's PBV program, a HAP Contract may be amended during the three-year period following the execution date of the HAP Contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

HACM will consider adding contract units to the HAP Contract when HACM determines that additional housing is needed to serve eligible low-income families.

Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.

# 23-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]

The HAP Contract year is the period of twelve (12) calendar months preceding each annual anniversary of the HAP Contract during the HAP Contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP Contract term. The annual anniversary of the HAP Contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP Contract, even in cases where contract units are placed under the HAP Contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

# 23-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]

When the owner executes the HAP Contract, the owner certifies that at such execution and at all times during the term of the HAP Contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP Contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by HACM, and the lease is in accordance with the HAP Contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence:
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP Contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;

- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and:
- The family does not own or have any interest in the contract unit.

### 23-V.F. ADDITIONAL HAP REQUIREMENTS

# Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP Contract with HACM and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the project as established by the owner. HACM may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the RFP, AHAP Contract and the HAP Contract. These requirements must be in addition to, not in place of, compliance with HQS.

HACM will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. HACM will specify any special design standards or additional requirements in the invitation for PBV proposals, the AHAP Contract, and the HAP Contract.

# Vacancy Payments [24 CFR 983.352(b)]

Vacancy Payments will be paid to the owner in accordance with the terms of the HAP Contract.

# PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS 23-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

23-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)] HACM will select families for the PBV program from those who have applied for admission to the voucher program. A separate PBV Waiting List will be maintained. Eligibility for admission will be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and HACM, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide Social Security information for family members [24 CFR 5.216 and 5.218] and consent to HACM's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family also must meet HUD requirements related to current or past criminal activity. In addition families who will reside in "Excepted" units must meet the appropriate criteria as a "qualified" family.

HACM will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 2.

# In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by HACM is considered an "in-place family". These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family will be placed on HACM's waiting list. Once the family's continued eligibility is determined (HACM may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family will be given an absolute selection preference and HACM must refer these families to the project owner for an appropriately-sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

# 23-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

HACM will use separate waiting lists for the tenant-based Housing Choice Voucher Program and the PBV Program.

# 23-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance will be selected from HACM's waiting list. HACM will place families referred by the PBV owner on its PBV waiting list when the waiting list is open.

## Income Targeting [24 CFR 983.251(c)(6)]

At least seventy-five percent (75%) of the families admitted to HACM's tenant-based and project-based voucher programs during HACM fiscal year from the waiting list will be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

# Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HACM must first refer families who require such features to the owner.

## Preferences [24 CFR 983.251(d)]

HACM will use the same selection preferences that are used for the tenant-based voucher program. HACM provides an absolute selection preference for eligible in-place families as described in Section 23-VI.B. All preferences that apply to the Housing Choice Voucher Program also apply to the PBV program or for particular PBV projects or units. When vacancies in PBV units of a specific size (i.e., number of bedrooms) or excepted units, HACM will select only qualified families of the correct and family composition size according to HACM's subsidy standards for those units in the correct order from the waiting list. If HACM has projects with more than twenty-five percent (25%) of the units receiving project-based assistance because those projects include "excepted units" (units specifically made available for elderly or disabled families, or families receiving supportive services), the HACM will give preference to such families when referring families to these units [24 CFR 983.261(b)].

# 23-VI.E. OFFER OF PBV ASSISTANCE Refusal of Offer [24 CFR 983.251(e)(3)]

HACM is prohibited from taking, and will not take, any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance:
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under HACM's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

# Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

# Acceptance of Offer [24 CFR 983.252]

## Family Briefing

When a family accepts an offer for PBV assistance, HACM will give the family an oral briefing. The briefing will include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, HACM will provide a briefing packet that explains how HACM determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### Persons with Disabilities

If an applicant family's head or spouse is disabled, HACM will assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 8). In addition, HACM will have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible PBV unit.

# Persons with Limited English Proficiency

HACM will take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 1).

## Violence Against Women Act (VAWA)

No applicant for the PBV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

HACM may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

There is no limitation on the ability of HACM to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims. There is no prohibition on HACM terminating assistance if it "can demonstrate an actual and imminent threat to

other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

#### **Definitions**

The same definitions of "domestic violence," "dating violence," and "stalking," and of "immediate family member" are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions.

#### These are:

- 1. Domestic Violence [As defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(6) "DOMESTIC VIOLENCE" The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- 2. Dating Violence [As defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(8) "DATING VIOLENCE" The term "dating violence" means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.
- 3. Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to
  - (i) that person;
  - (ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...

Immediate Family Member - means, with respect to a person - (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.

#### 23-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(b)].

# Leasing [24 CFR 983.253(a)]

During the term of the HAP Contract, the owner must lease contract units to eligible families that are selected and referred by HACM from HACM's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on HACM's subsidy standards.

# Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify HACM of any vacancy or expected vacancy in a contract unit. After receiving such notice, HACM will make every reasonable effort to refer promptly a sufficient number of families for the owner to fill such vacancies.

The HACM and the owner will make reasonable efforts to minimize the likelihood and length of any vacancy.

The owner must notify HACM in writing (mail, fax, or e-mail) within seven (7) calendar days of learning about any vacancy or expected vacancy.

HACM will make every reasonable effort to refer families to the owner within fifteen (15) days of receiving such notice from the owner.

## Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, HACM will give notice to the owner amending the HAP Contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

HACM will provide the notice to the owner within fifteen (15) days of the 120th day of the vacancy. Unless the owner can give adequate reason for HACM not to

reduce the number of contract units within fifteen (15) days of the date of HACM's notice, the amendment to the HAP Contract will be effective the 1st day of the month following the date of HACM's notice.

# 23-VI.G. TENANT SCREENING [24 CFR 983.255] HACM Responsibility

HACM is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy.

HACM will not conduct screening to determine a PBV applicant family's suitability for tenancy unless the applicant is to move into a HACM-owned or managed unit. HACM may deny applicants based on such screening. HACM will provide the owner with an applicant family's current and prior address (as shown in HACM records) and the name and address (if known by HACM) of the family's current landlord and any prior landlords.

HACM will inform owners of their responsibility to screen prospective tenants. Upon request, owners may request and HACM will provide specific information about the family being considered for tenancy. HACM will provide the following information:

- The family's current address as provided by the Applicant; and
- The name and address, if known, of the owner/landlord of the family's current and prior places of residence. HACM will respond only to specific questions asked by owners and only when HACM has documentation to confirm the accuracy of the information being provided. HACM will provide applicant families a description of its policy on providing information to owners and give the same types of information to all owners.

#### **Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families, the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy. The owner must notify HACM in writing within fifteen (15) days when rejecting an applicant and give the grounds for such rejection.

PART VII: OCCUPANCY 23-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the HACM, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit may begin.

# 23-VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

# Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease.

HACM may review the owner's lease for compliance with state or local law.

# Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

## Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by HACM (the names of family members and any HACM-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

# Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause", or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, HACM will provide the family with a tenant-based voucher and remove the unit from the PBV HAP Contract.

# Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give HACM a copy of all changes.

The owner must notify HACM in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by HACM and in accordance with the terms of the lease relating to its amendment. HACM will re-determine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The re-determined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

## Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Chapter 14 and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

# Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]

If a family is living in a project-based unit that is excepted from the twenty-five percent (25%) per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

# Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by HACM policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than one hundred-eighty (180) consecutive days.

#### Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the tenant. The security deposit must not exceed the following:

- Unfurnished Unit: Two months contract rent (this includes any amount labeled as last month's rent)
- Furnished Unit: Three months contract rent (this includes any amount labeled as last month's rent)

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. HACM has no liability or responsibility for payment of any amount owed by the family to the owner.

#### 23-VII.C. MOVES

# Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If HACM determines that a family is occupying a unit that is too small or too big, based on HACM's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, HACM will notify the family and the owner within fifteen (15) days of HACM's determination of the family's need to move. HACM will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

If HACM offers the family a tenant-based voucher, HACM will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by HACM).

When HACM offers a family another form of assistance that is not a tenant-based voucher, the family will be given thirty (30) calendar days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not Adopted by Board of Commissioners on July 19, 2011

move out within this thirty-day time frame, HACM will terminate the housing assistance payments at the expiration of this thirty-day period.

HACM may make exceptions to this thirty-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

# Family Right to Move [24 CFR 983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to HACM. If the family wishes to move with continued tenant-based assistance, the family must contact HACM to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, HACM will offer the family the opportunity for continued tenant-based assistance, in the form of a Housing Choice Voucher. If a voucher is not immediately available upon termination of the family's lease in the PBV unit, HACM will give the family priority to receive the next available voucher.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the Housing Choice Voucher assistance.

# 23-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261]

HACM will not pay housing assistance under a PBV HAP Contract for more than twenty-five percent (25%) of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family project;
- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by HACM. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by HACM and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the twenty-five percent (25%) per project cap exception (e.g., the family does not Adopted by Board of Commissioners on July 19, 2011

successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit, and HACM will cease paying housing assistance payments on behalf of the non-qualifying family.

If the family is moving to a non-excepted PBV unit, the family will have sixty (60) days in which to complete the move. If the family will move with a Housing Choice Voucher, as is likely to be the case with a non-elderly or non-disabled surviving spouse, then the term of the voucher will apply. HACM may grant extensions if the family can demonstrate good cause as outlined in Chapter 8, of this Administrative Plan.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP Contract. It is possible for the HAP Contract to be amended to substitute a different unit in the project in accordance with program requirements; or the owner terminates the lease and evicts the family. HACM will terminate housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements.

# PART VIII: DETERMINING RENT TO OWNER 23-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP Contract term. During the tem of the HAP Contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

### 23-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by HACM, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

# Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. In general, the rent to owner must not exceed the lowest of the tax credit rent minus any utility allowance; the reasonable rent; or the rent requested by the owner. Under provisions of the Housing and Economic Recovery Act of 2008, PHA's are permitted to use the higher section 8 rent for a tax credit unit if the LIHTC rent is less than the amount that would be permitted under Section 8. HACM will follow the rules and regulations promulgated by HUD and in effect at the time the HAP Contract is executed.

#### **Definitions**

A **qualified census tract** is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least fifty percent (50%) of households have an income of less than sixty percent (60%) of Area Median Gross Income (AMGI), or where the poverty rate is at least twenty-five percent (25%) and where the census tract is designated as a qualified census tract by HUD.

**Tax credit rent** is the rent charged for comparable units of the same unit size (i.e., number of bedrooms) in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

# Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, HACM will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When re-determining the rent to owner, HACM will use the most recently published FMR and the utility allowance schedule in effect at the time of re-determination. HACM will not use an earlier FMR for initial rent determination or for re-determinations. Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

#### Redetermination of Rent [24 CFR 983.302]

HACM will re-determine the rent to owner upon the owner's request or when there is a five percent (5%) or greater decrease in the published FMR.

### **Rent Increase**

If an owner wishes to request an increase in the rent to owner from HACM, it must be requested sixty (60) days prior to the annual anniversary of the HAP Contract and include the requested amount of rent being proposed. HACM will only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g.,

adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

HACM will not approve any increase of rent to owner until and unless the owner has complied with requirements of the HAP Contract, including compliance with HQS. The owner will not receive any retroactive increase of rent for any period of noncompliance.

#### Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner will be decreased regardless of whether the owner requested a rent adjustment.

## **Notice of Rent Change**

The rent to owner is re-determined by written notice by HACM to the owner specifying the amount of the re-determined rent. HACM notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP Contract. The adjusted amount of rent to owner applies for the period of twelve (12) calendar months from the annual anniversary of the HAP Contract.

HACM will provide the owner with at least thirty (30) days written notice of any change in the amount of rent to owner.

### **HACM-owned Units [24 CFR 983.301(g)]**

For HACM-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP Contract are determined by the independent entity approved by HUD. HACM will use the rent to owner established by the independent entity.

# 23-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit will not exceed the reasonable rent for the unit as determined by HACM.

# When Rent Reasonable Determinations are Required

HACM will re-determine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

 There is a five percent (5%) or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP Contract) as compared with the FMR that was in effect one year before the contract anniversary date;

- HACM approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP Contract is amended to add or substitute a different contract unit in the same project; or
- There is any other change that may substantially affect the reasonable rent.

#### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance will be determined by comparison to rent for other comparable unassisted units. When making this determination, HACM will consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services, maintenance, and utilities to be provided by the owner.

# **Comparability Analysis**

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that are receiving project-based assistance. The analysis will show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and will be retained by HACM. The comparability analysis may be performed by HACM staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses will not have any direct or indirect interest in the property.

#### **HACM-owned Units**

For HACM-owned units, the amount of the reasonable rent will be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity will provide a copy of the determination of reasonable rent for HACM-owned units to HACM and to the HUD field office where the project is located.

#### **Owner Certification of Reasonable Rent**

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, HACM may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

# 23-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 23-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition,

certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 23-II.D).

# Other Subsidy [24 CFR 983.304]

At its discretion, HACM may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents will not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner will not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- A project receiving low-income housing tax credits;
- Any other type of federally subsidized project specified by HUD.

# **Combining Subsidy**

Rent to owner will not exceed any limitation required to comply with HUD subsidy layering requirements.

#### Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner also may be subject to rent control or other limits under local, state, or federal law.

# PART IX: PAYMENTS TO OWNER 23-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP Contract, HACM will make housing assistance payments to the owner in accordance with the terms of the HAP Contract. During the term of the HAP Contract, payments will be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment will be paid to the owner on or about the first day of the month for which payment is due, unless the owner and HACM agree on a later date. HACM will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit). The amount of the

housing assistance payment by HACM is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP Contract. Unless the owner complies with all provisions of the HAP Contract, the owner does not have a right to receive housing assistance payments.

# 23-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out; extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move out month.

# 23-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by HACM in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in HACM notice to the family and owner. The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by HACM is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by HACM. The owner must immediately return any excess payment to the tenant.

#### Tenant and HACM Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by HACM. Likewise, HACM is responsible only for making the housing assistance payment to the owner in accordance with the HAP Contract. HACM is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. HACM will not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### **Utility Reimbursements**

If the amount of the utility allowance exceeds the total tenant payment, HACM will pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

# 23-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354] Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy. In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges, however, is grounds for termination of the lease by the owner in an assisted living development.

## Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

#### Attachment E



OFFICE OF PUBLIC HOUSING

#### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center 77 W. Jackson Blvd., Room 2401 Chicago, Illinois 60604-3507

Phone: (312) 353-6236 Fax: (312) 886-6413

MAR 2 8 2012

Ms. Rennise Ferrario
Executive Director
Housing Authority of the County of Merced
405 U Street
Merced, CA 95340

Dear Ms. Ferrario:

The Department has reviewed the Housing Authority of the County of Merced's (HACM) request to amend the disposition approval for Gateway Homes, CA023001. The Special Applications Center (SAC) received your request on February 22, 2012.

On July 19, 2007, the Department approved the disposition of 39 dwelling buildings containing 39 units on 4.8 acres of underlying land at Gateway Homes CA023001.

Gateway Homes, CA023001 Buildings: 39, Units: 39, Acres: 4.8					
Fotal Units to be Redeveloped 214	Less than 80% of Area Median Income				
USEACHE SPEECH STREET, TRACE TO SELECT STREET, TO SELECT SPEECH STREET, TO SELECT SPEECH STREET, TO SELECT SPEECH	ACC	Non-ACC	Market Rate		
Rental	0	94	0		
For Sale	0	120	()		
Acquiring Entity (Rental Units)	Central Valley Coalition for Affordable Housing				
Acquiring Entity (For Sale Units)	Central Valley Coalition for Affordable Housing				
Method of Sale	Negotiated Sale at less than FMV				
Sale Price	\$1				
Purpose	Development of LHITC rental units for the elderly and 120 "workforce for sale" units				

In the current request, the HACM proposes to redevelop the site in 3 phases. The SAC review is complete and your request for a modification is approved for Phase 1 as identified below. Once the HACM has defined the specific terms of the disposition for Phases II and III, including the acquiring entity and number of units to be developed, a request for an additional modification must be submitted to the SAC prior to conveying the remaining 1.5 acres of vacant land.

Visit our World Wide Web Site http://www.hud.gov/offices/pih/centers/sac/

#### Phase I

Gateway Homes, CA023001 Units: 27, Acres: 3.3				
Fotal Units to be Redeveloped 66	Less than 80% of Area Median Income			
King Garage and the conference of the	ACC	Non-ACC	Market Rate	
Rental Rental	0	66	0	
Acquiring Entity (Rental Units)	Central Valley Coalition for Affordable Housing (CVCAH) and Merced Gateway Investors, LP			
Method of Sale	Negotiated Sale at less than FMV			
Sale Price	\$1			
Purpose	Development of LHITC rental units			

All other conditions of the original approval, issued on July 19, 2007 remain as stipulated. A copy of this letter will be mailed to HUD San Francisco HUB to inform them of this revised approval.

As you start the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, the HUD San Francisco HUB stands ready to assist you.

Sincerely,

Director

Ainars Rodins, P.E.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 4/30/2011

Part	I: Summary									
PHA N	ame:	Gra	ant Type and Number					FF	Y of Grant:	
	The Housing Authority of the County of Merced	Ca	pital Fund Program Gra	nt N	No:	CA3	9P023501-05		2005	
		Re	placement Housing Fac	tor	Grant No:			FFY	Y of Grant:	
			Date of CFFP:						2005	
=	ginal Annual Statement Reser or Disasters/Emergencies		Revised Annual Stateme Final Performance & Eva							
Pei	formance & Evaluation Report for Period Ending:									
Line	Summary by Development Account		Total Estir	nat			Total Act	Actual Cost 1		
			Original		Revised <sup>2</sup>	Obligated			Expended	
1	Total non-CFP Funds									
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>								' ''''	
3	1408 Management Improvements	\$	147,000	\$	208,354.79	\$	208,354.79	\$	208,354.79	
4	1410 Administration (may not exceed 10% of line 21)	\$	221,500	\$	207,032.39	\$	207,032.39	\$	207,032.39	
5	1411 Audit									
6	1415 Liquidated Damages									
7	1430 Fees and Costs	\$	137,487	\$	9,549.41	\$	9,549.41	\$	9,549.41	
8	1440 Site Acquisition									
9	1450 Site Improvements									
	1460 Dwelling Structures	\$	533,249	\$	644,069.60	\$	644,069.60	\$	644,069.60	
11	1465.1 Dwelling Equipment - Nonexpendable									
	1470 Nondwelling Structures	\$	10,000	\$	13,080.00	\$	13,080.00	\$	13,080.00	
	1475 Nondwelling Equipment	\$	60,000	\$	27,149.81	\$	27,149.81	\$	27,149.81	
	1485 Demolition									
	1492 Moving to Work Demonstration									
16	1495.1 Relocation Costs									
17	1499 Development Activities <sup>4</sup>									
18a	1501 Collateralization or Debt Service paid by the PHA									
101	0000 Callested and Date Carles at IV. Carles CD. and									
	9000 Collateralization or Debt Service paid Via System of Direct Payment			⊢						
	1502 Contingency (may not exceed 8% of line 20) Amount of Annual Grant: (sum of lines 2-19)		1 100 006		1 100 00 (00		1 100 00 ( 00			
	Amount of Annual Grant: (sum of lines 2-19)  Amount of line 21 Related to LBP Activities	\$	1,109,236	-	1,109,236.00	\$	1,109,236.00	\$	1,109,236.00	
	Amount of line 21 Related to LBP Activities  Amount of line 21 Related to Section 504 compliance	\$	*	\$	-	\$	-	\$	-	
	Amount of line 21 Related to Section 504 compliance  Amount of line 21 Related to Security Soft Costs			$\vdash$				-		
	Amount of line 21 Related to Security Soft Costs  Amount of Line 21 Related to Security Hard Costs			-				-		
				$\vdash$						
	Amount of line 21 Related to Energy Conservation Measures									

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

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

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

Part I: Summary				
PHA Name:	Grant Type and Num	ber		FFY of Grant:
The Housing Authority of the County of Merced	Capital Fund Program	Grant No:	CA39P023501-05	2005
	Replacement Housing	Factor Grant No:		FFY of Grant:
	Date of CFF	P:		2005
Original Annual Statement Reser_or Disasters/Emergencies	Revised Annu	al Stateme revision no: )		
Performance & Evaluation Report for Period Ending:	Final Perform	ance & Eva∑tion		
Line Summary by Development Account	Total Es	timated Cost	Total Ac	ctual Cost 1
	Original	Revised <sup>2</sup>	Obligated	Expended
Signature of Executive Director  Lemmis Servain  6/	Date / 12/09	Signature of Public H	ousing Director	Date

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266

Expires 9/14/2011

	I: Summary											
PHA N	ame: The Housing Authority of the County of Merced	Capital	Type and Number Fund Program Grant ement Housing Facto Date of CFFP:	2350106		f Grant: 2006 f Grant Approval: 2006						
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		X Revised Annual Statement (revision no: )									
Per	formance & Evaluation Report for Period Ending:		X	Final Pe	erformance and Evaluation	Report						
Line	Summary by Development Account		Total Estim	ated C			Total Ac	tual Co	st 1			
			Original		Revised <sup>2</sup>		Obligated	i Expende				
1	Total non-CFP Funds	\$	_	\$	-	\$		\$				
2	1406 Operations (may not exceed 20% of line 20)3	\$	<u>-</u>	\$		\$	<u>-</u>	\$				
3	1408 Management Improvements	\$	147,832	\$	364,902	\$	364,902	\$	364,90			
4	1410 Administration (may not exceed 10% of line 20)	\$	221,500	\$		\$	_	\$				
5	1411 Audit	\$	-	\$		\$	_	\$				
6	1415 Liquidated Damages	\$	-	\$	_	\$	_	\$				
7	1430 Fees and Costs	\$	57,487	\$	11,466	\$	11,466	\$	11,46			
8	1440 Site Acquisition	\$	<del>-</del>	\$	-	\$	-	\$				
9	1450 Site Improvements	\$		\$	-	\$	-	\$				
10	1460 Dwelling Structures	\$	495,298	\$	530,352	\$	530,352	\$	530,35			
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$		\$	-	\$				
12	1470 Nondwelling Structures	\$	10,000	\$	14,000	\$	14,000	\$	14,000			
13	1475 Nondwelling Equipment	\$	40,000	\$	51,397	\$	51,397	\$	51,39			
14	1485 Demolition	\$		\$	-	\$	-	\$				
15	1492 Moving to Work Demonstration	\$		\$	<u>-</u>	\$		\$				
	1495.1 Relocation Costs	\$	-	\$		\$		\$				
17	1499 Development Activities <sup>4</sup>	\$	-	\$	-	\$	-	\$				

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary							
PHA N		Grant	Type and Number				FFY of C	Grant:
	The Housing Authority of the County of Merced	Capita	I Fund Program Grant	No:		CA39P02350106		2006
		Replac	cement Housing Factor	Grant	No:		FFY of (	Grant Approval:
			Date of CFFP:					2006
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		x	Revised	Annual Statement (revisio	n no: 1)		
Pe	formance & Evaluation Report for Period Ending:		X	Final Pe	erformance and Evaluation	Report		
Line	Summary by Development Account		Total Estima	ated C	ost	Total Act	ual Cost	1
			Original		Revised <sup>2</sup>	Obligated		Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$		\$	-			
18ba	Payment	\$	-	\$	-			
19	1502 Contingency (may not exceed 8% of line 20)	\$		\$	-			
20	Amount of Annual Grant: (sum of lines 2-19)	\$	972,117	\$	972,117	\$ 972,117	\$	972,117
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-	\$ -	\$	-
22	Amount of line 20 Related to Section 504 compliance		0		0			
23	Amount of line 20 Related to Security Soft Costs		0		0			
24	Amount of Line 20 Related to Security Hard Costs		0		0			
25	Amount of line 20 Related to Energy Conservation Measures		0		0			
	ture of Executive Director	Date 9/13	2012	Sign	ature of Public Hous	ing Director	Date	

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name: The F	dousing Authority of the County of Merced	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:				02350106	Federal FFY		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Acct No. Quantity		Total Estir	mated Cost	Total Ac	Status of Work	
Activities					Original	Revised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$	147,832	\$ -	\$ -	\$	
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	221,500	\$ 364,902	\$ 364,902	\$ 364,902	
PHA-Wide	ADMINISTRATION	1410							
PHA-Wide	FEES & COSTS	1430		\$	57,487	\$ 11,467	\$ 11,467	\$ 11,467	
PHA-Wide	SITE IMPROVEMENTS	1450		\$	-	\$ -	\$ -	\$ -	
PHA-Wide	DWELLING STRUCTURES	1460		\$	495,298	\$ 530,352	\$ 530,352	\$ 530,352	
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		\$	10,000	\$ 14,000	\$ 14,000	\$ 14,000	
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	40,000	·			
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$		\$ -	\$ -		
PHA-Wide PHA-Wide	Relocation Costs	1495.1		\$	-	\$ -	\$ -		
PHA-Wide	Development Activities	1499		\$		\$ -	\$ -		

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:	The Housin	g Authority of the	County of Merced	1		-	Federal FY of Grant: CA39P02350106
Development Number Name/HA-Wide Activities	(Qu	Fund Obligated arter Ending Dat		(Qu	Funds Expended arter Ending Dat	te)	Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Jul-08			Sep-08			
				<del></del>			

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

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA N	ame:	Grant <sup>*</sup>	Type and Number				FFY of Grant:	
	The Housing Authority of the County of Merced	Capital	Fund Program Grant	No:		CA39P02350107	2007	
		Replac	ement Housing Facto		FFY of Grant Approval:			
			Date of CFFP:				2007	
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		X	Revised	Annual Statement (revisio	n no: )		
Per	formance & Evaluation Report for Period Ending:		X	Final Per	formance and Evaluation	Report		
Line	Summary by Development Account		Total Estim	ated Co	ost	Total Ac	tual Cost 1	
			Original		Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	\$	-	\$	-	-	\$	
2	1406 Operations (may not exceed 20% of line 20)3	\$	183,737	\$	183,737	\$ 183,737	\$ 183,73	
3	1408 Management Improvements	\$	91,869	\$	91,869	\$ 91,869	\$ 91,86	
4	1410 Administration (may not exceed 10% of line 20)	\$	91,869	\$	91,869	\$ 91,869	\$ 91,86	
5	1411 Audit	\$	-	\$	-	\$ -	\$	
6	1415 Liquidated Damages	\$	•	\$	-	\$ -	\$	
7	1430 Fees and Costs	\$	5,839	\$	5,839	\$ 5,839	\$ 5,83	
8	1440 Site Acquisition	\$	-	\$	-	\$	\$	
9	1450 Site Improvements	\$	110,928	\$	-	\$ -	\$	
10	1460 Dwelling Structures	\$	433,258	\$	544,186	\$ 544,186	\$ 544,18	
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-	\$ -	\$	
12	1470 Nondwelling Structures	\$	1,193	\$	1,193	\$ 1,193	\$ 1,19	
13	1475 Nondwelling Equipment	\$	-	\$	-	\$ -	\$	
14	1485 Demolition	\$	-	\$	-	\$ -	\$	
15	1492 Moving to Work Demonstration	\$	-	\$	-	\$ -	\$	
	1495.1 Relocation Costs	\$	-	\$	=	\$ -	\$	
17	1499 Development Activities <sup>4</sup>	\$	-	\$	-	\$ -	\$	

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0266

Expires 9/14/2011

Part I: Summary									
PHA Name:  The Housing Authority of the County of Merced	Capita	Type and Number I Fund Program Grant I cement Housing Factor Date of CFFP:			CA39P02350107	FFY of Grant: 2007 FFY of Grant Approval: 2007			
Original Annual Statement Reserve for Disasters/Emergencies	X Revised Annual Statement (revision no: 1)								
Performance & Evaluation Report for Period Ending:		X	Final P	erformance and Evaluation I	Report				
Line Summary by Development Account		Total Estima	ated C	Cost	Total Act	ual Cost 1			
Diffe State of the		Original		Revised <sup>2</sup>	Obligated	Expended			
18a 1501 Collateralization or Debt Service paid by the PHA	\$	- 1	\$	-					
18ba Payment	\$		\$	-					
19 1502 Contingency (may not exceed 8% of line 20)	\$		\$	-					
20 Amount of Annual Grant: (sum of lines 2-19)	\$	918,693	\$	918,693	\$ 918,693	\$ 918,693			
21 Amount of line 20 Related to LBP Activities	\$	-	\$	<u>-</u>	\$ -	\$ -			
22 Amount of line 20 Related to Section 504 compliance		0		0					
23 Amount of line 20 Related to Security Soft Costs		0		0					
24 Amount of Line 20 Related to Security Hard Costs		0		0					
25 Amount of line 20 Related to Energy Conservation Measures		0		0					
Signature of Executive Director	Date	2012	Sigr	nature of Public Hous	ing Director	Date			

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

HA Name:		Grant Type and N	lumber				Federal FFY	of Grant:	
The	Housing Authority of the County of Merced	Capital Fund Progran	Grant No:	CA39P0	<u>)2350107</u>				
		Replacement Housing	g Factor Grant No	:					
Development	General Description of Major Work	Dev. Acct No.	Quantity		Total Esti	mated Cost	Total Ac	ctual Cost	Status of
Number	Categories								Work
Name/HA-Wide				İ					
Activities									
							Funds	Funds	
					Original	Revised <sup>2</sup>	Obligated <sup>2</sup>	Expended 2	
PHA-Wide	OPERATIONS	1406		\$	183,737			\$ 183,737	
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	127,519			\$ 91,869	
PHA-Wide	ADMINISTRATION	1410		\$	91,869	\$ 91,869	\$ 91,869	\$ 91,869	
		+		+					
PHA-Wide	FEES & COSTS	1430		\$	4,038	\$ 5,839	\$ 5,839	\$ 5,839	
				-					
PHA-Wide	SITE IMPROVEMENTS	1450		\$	162,289	\$ -	\$ -	\$ -	
				$\vdash$					
PHA-Wide	DWELLING STRUCTURES	1460		\$	348,048	\$ 544,186	\$ 544,186	\$ 544,186	
				-					
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		\$	1,193	\$ 1,193	\$ 1,193	\$ 1,193	<u> </u>
	NON DWELLING STRUCTURES	1403.1		\$	1,173	\$ -	\$ -	\$ -	
PHA-Wide	NON DWELLING STRUCTURES	1470		1		Ψ	¥		
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	•	\$ -	\$ -		
PHA-Wide	Relocation Costs	1495.1		\$	-	\$ -	\$ -		
PHA-Wide	Development Activities	1499		\$	-	\$ -	\$ -		

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:	The Housir	ng Authority of the	County of Merced	ď			Federal FY of Grant: CA39P02350107
Development Number Name/HA-Wide Activities	(Qu	l Fund Obligated larter Ending Dat		(Qu	l Funds Expende arter Ending Da	te)	Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-09			Nov-10			
			·				
					<del></del>		
	-	-					

			C.I. TY C. YT.	A . C1027 1 1
Obligation and expenditure end dated can only	v be revised with HUD approval i	oursuant to Section 91	of the U.S. Housii	ig Act of 1937, as amended.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

	·										
Par	t I: Summary										
PHA N	lame:	Grant Type	and Number			FFY of Grant:					
l	The Housing Authority of the County of Merced	Capital Fun	d Program Grant	No:	CA39R02350108	2008					
		Replaceme	nt Housing Factor	Grant No:		FFY of Grant Approval:					
			Date of CFFP:			2008					
⊠or	riginal Annual Statement Reserve for Disasters/Emergencies			vision no: 1)							
Pe	erformance & Evaluation Report for Period Ending:		Final Performance and Evaluation Report								
Line	Summary by Development Account		Total Estim	ated Cost	Total A	Actual Cost 1					
		Orig	ginal	Revised <sup>2</sup>	Obligated	Expended					
1	Total non-CFP Funds	\$	-	\$	-						
2	1406 Operations (may not exceed 20% of line 20)3	\$	<u>-</u>	\$	•						
3	1408 Management Improvements	\$	-	\$	-						
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-						
5	1411 Audit	\$	-	\$							
6	1415 Liquidated Damages	\$	_	\$	-						
7	1430 Fees and Costs	\$	_	\$	-						
8	1440 Site Acquisition	\$		\$	-						
9	1450 Site Improvements	\$	-	\$	-						
10	1460 Dwelling Structures	\$	-	\$	-						
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-						
12	2 1470 Nondwelling Structures	\$	-	\$	-						
13	1475 Nondwelling Equipment	\$		\$							
14	1485 Demolition	\$	-	\$	-						
15	1492 Moving to Work Demonstration	\$	-	\$	-						
	1495.1 Relocation Costs	\$		\$	_						
17	1499 Development Activities <sup>4</sup>	\$	. 43,992	\$	-						

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup>To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	Part I: Summary											
PHA N	ame: The Housing Authority of the County of Merced	Capita	Type and Number al Fund Program Grant I cement Housing Factor Date of CFFP:		(	CA39R02350108	FFY of Grant: 2008 FFY of Grant Approval: 2008					
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		x	Revised Annu	al Statement (revision	no: 1)						
Pe	formance & Evaluation Report for Period Ending:		=	í	ance and Evaluation R							
Line	Summary by Development Account		Total Estim	ated Cost		Total Ac	tual Cost 1					
			Original	Re	evised <sup>2</sup>	Obligated	Expended					
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$	-							
18ba	Payment	\$		\$	-							
19	1502 Contingency (may not exceed 8% of line 20)	\$		\$	-							
20	Amount of Annual Grant: (sum of lines 2-19)	\$	43,992	\$	-	\$ -	\$ -					
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-	\$ -	\$ -					
22	Amount of line 20 Related to Section 504 compliance		0		0							
23	Amount of line 20 Related to Security Soft Costs		0		0							
24	Amount of Line 20 Related to Security Hard Costs		0		0							
25	Amount of line 20 Related to Energy Conservation Measures		0		0							
Signa	ture of Executive Director	Date 7	7/2012	Signature	of Public Housin	ng Director	Date					

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:		Grant Type and I	lumber		Federal FFY of Grant:					
The !	Housing Authority of the County of Merced	Capital Fund Progra	m Grant No:		CA39R02350108					
		Replacement Housir	ng Factor Grant No	r:						
Development	General Description of Major Work	Dev. Acct No.	Quantity	T	Total Estin	matec	l Cost	Total Ac	ctual Cost	Status of
Number	Categories									Work
Name/HA-Wide								1		
Activities										
			*					Funds	Funds	
					Original		Revised 2	Obligated 2	Expended 2	
PHA-Wide	OPERATIONS	1406		\$		\$	-	1	zanponaou	
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	-	\$	-	<del>                                     </del>		
PHA-Wide	ADMINISTRATION	1410		\$		\$	-			
	Administrative Fee			s	-	\$	-	<del>                                     </del>		
				s	_			· · · · · · · · · · · · · · · · · · ·	·	
PHA-Wide	FEES & COSTS	1430		\$	-	\$	-	T	-	<del></del>
	Permit & Fees			8	_			1		<del>                                     </del>
	Job Inspection			\$				<u> </u>		
	Engineering Services			\$	-			1		
PHA-Wide	SITE IMPROVEMENTS	1450		\$	-	\$	-	† · · · · · · · · · · · · · · · · · · ·		
PHA-Wide	Parking lot improvements			s	-	s	-	†		
MP 3- 012 Dos Palos	Sewer lines, Storm drains lines & Clean out Improvements			1		s		<del></del>		
PHA-Wide	DWELLING STRUCTURES	1460		\$	-	s	-			
IMP 1-010 Merced	Unit Modification			s		s	-	<del>                                     </del>		
	PHA-WIDE MISC			1 -		s		<u> </u>		
MP 2 - 012 Atwater	Replace windows		*	\$	-	\$		<del> </del>	<del></del>	
				t	7	1		<del> </del>	<del> </del>	
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		<del> </del>	19,00	s		<del>                                     </del>		
PHA-Wide	NON DWELLING STRUCTURES	1470		s		s		<del> </del>	<del>                                     </del>	<del></del>
MP 2 - 06 Livingston	Kitchen & Restroom Modification (504 accessibility)			Ť		8	<del></del>	<del> </del>		
MP 1 - 01 Merced	Kitchen & Restroom Modification (504 accessibility)			t -		s		<del>  • •                                   </del>	<del> </del>	
PHA-Wide	NON DWELLING EQUIPMENT	1475		s		8	<u>-</u>	<del> </del>	<del>                                     </del>	<del></del>
PHA-Wide	Relocation Costs	1495.1	***	8	- <del></del>	S	<u>-</u>	<del> </del>	<del> </del>	
PHA-Wide	Development Activities	1499	<del></del>	s	43,992	\$		<del> </del>	<del> </del>	ļ

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:				<del>-</del>			E-1LEV-CC
ma name.	The Housin	g Authority of the	County of Merced	ı			Federal FY of Grant: CA39R02350108
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			(Qua	Funds Expende arter Ending Dat		Reasons for Revised Target Dates 1
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-13			Dec-14			
						<u>.</u>	
s=w,.				-			
						<u>.</u>	

Obligation and expenditure end dat	ed can only be revised with HU	JD approval pursuant to Section 9	of the U.S. Housing Act of	1937, as amended.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

	I: Summary				***							
PHA N	ame: The Housing Authority of the County of Merced	Capital Fu	oe and Number and Program Grant aent Housing Factor Date of CFFP:		CA39R02350109	FFY of Grant: 2009 FFY of Grant Approval: 2009						
_	iginal Annual Statement Reserve for Disasters/Emergencies rformance & Evaluation Report for Period Ending:		Revised Annual Statement (revision no: 1) Final Performance and Evaluation Report									
Line	Summary by Development Account		Total Estim	ated Cost	Total A	ctual Cost 1						
		Or	iginal	Revised <sup>2</sup>	Obligated	Expended						
1	Total non-CFP Funds	\$	-	\$	-							
2	1406 Operations (may not exceed 20% of line 20)3	\$	_	\$	-							
3	1408 Management Improvements	\$	-	\$	_							
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	_							
5	1411 Audit	\$		\$	-							
6	1415 Liquidated Damages	\$	-	\$	-							
7	1430 Fees and Costs	\$	-	\$	-							
8	1440 Site Acquisition	\$	-	\$	-							
9	1450 Site Improvements	\$	-	\$	-							
10	1460 Dwelling Structures	\$	-	\$	-							
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-							
12	1470 Nondwelling Structures	\$	-	\$	-							
13	1475 Nondwelling Equipment	\$	-	\$	-							
14	1485 Demolition	\$	-	\$	-							
15	1492 Moving to Work Demonstration	\$	-	\$	-							
16	1495.1 Relocation Costs	\$	-	\$	-							
17	1499 Development Activities 4	s	1.909	S	_							

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary		, , <u></u>				
PHA Na	tme: The Housing Authority of the County of Merced	Capital	ype and Number Fund Program Grant I ement Housing Factor Date of CFFP:		•	CA39R02350109	FFY of Grant: 2009 FFY of Grant Approval: 2009
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		х	Revised Annual S	Statement (revision	no: 1)	
Per	formance & Evaluation Report for Period Ending:			Final Performanc	e and Evaluation R	Report	•
Line	Summary by Development Account		Total Estim	ated Cost		Total Act	ual Cost 1
			Original	Revi	ised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$	-		
18ba	Payment	\$	<u> </u>	\$			
19	1502 Contingency (may not exceed 8% of line 20)	\$	-	\$	-		
20	Amount of Annual Grant: (sum of lines 2-19)	\$	1,909	\$	-	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-	\$ -	\$ -
22	Amount of line 20 Related to Section 504 compliance		0		0		
23	Amount of line 20 Related to Security Soft Costs		0		0		,
24	Amount of Line 20 Related to Security Hard Costs		0		0		
25	Amount of line 20 Related to Energy Conservation Measures		0		0		
Signa	ture of Executive Director  Music Jenanie	Date 7/7	2012	Signature o	f Public Housi	ng Director	Date

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:  The Housing Authority of the County of Merced		Grant Type and N Capital Fund Prograr Replacement Housin	<u>CA39R0</u>	235010	2	Federal FFY of Grant: 2009				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity		Total Estimated Cost			Total Actual Cost		Status of Work
					Original	R	evised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$		\$	•			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	-	S				
PHA-Wide	ADMINISTRATION	1410		\$	-	\$	-			
	Administrative Fee			\$	-	\$	-			
				s	-					
PHA-Wide	FEES & COSTS	1430		\$	-	\$				
	Permit & Fees			\$	-					
	Job Inspection			\$	-					
	Engineering Services			\$	-					
PHA-Wide	SITE IMPROVEMENTS	1450		\$	-	\$	-			
PHA-Wide	Parking lot improvements			s	-	s	-			
AMP 3- 012 Dos Palos	Sewer lines, Storm drains lines & Clean out Improvements					s	-			
PHA-Wide	DWELLING STRUCTURES	1460		\$	-	\$	-			
AMP 1-010 Merced	Unit Modification			s	-	\$	-			
	PHA-WIDE MISC					\$	-			
AMP 2 - 012 Atwater	Replace windows			\$	-	\$	-			
										T
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		$\top$		s	-		<u> </u>	
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	-	\$	-			r -
AMP 2 - 06 Livingston	Kitchen & Restroom Modification (504 accessibility)					8	-			
AMP 1 - 01 Merced	Kitchen & Restroom Modification (504 accessibility)			1		s	-			<u> </u>
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$		\$	-		*****	
PHA-Wide	Relocation Costs	1495.1		\$	-	\$	-		1	
PHA-Wide	Development Activities	1499		s	1,909	s			ļ	1

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:						**	Federal FY of Grant:
	The Housin	ng Authority of the	County of Merced	i			CA39R02350109
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			(Qı	l Funds Expende parter Ending Dat		Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-13			Dec-14			
	-						
			<del></del>				
**							

Obligation and expenditure end dated can only be re	vised with HUD approval pursuant to Sect	tion 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary										
PHA N	ame: The Housing Authority of the County of Merced	Capital	ype and Number Fund Program Grant ement Housing Facto Date of CFFP:		t No:	CA39PO2350109	FFY of Grant: 2009 FFY of Grant Approval: 2009				
	iginal Annual Statement Reserve for Disasters/Emergencies		X Revised Annual Statement (revision no: 1)  Final Performance and Evaluation Report								
Line	Summary by Development Account		Total Estim	ated (	Cost	Total Ac	tual Cost 1				
			Original	Expended							
1	Total non-CFP Funds	\$	-	\$	-	\$ -					
2	1406 Operations (may not exceed 20% of line 20)3	\$	-	\$	-	\$ -					
3	1408 Management Improvements	\$	88,315	\$	88,315	\$ 88,315	\$ 88,315				
4	1410 Administration (may not exceed 10% of line 20)	\$	88,315	\$	88,315	\$ 88,315	\$ 88,315				
5	1411 Audit	\$	-	\$	-						
6	1415 Liquidated Damages	\$	-	\$	-						
7	1430 Fees and Costs	\$	-	\$	19,677	\$ 19,677	\$ 19,677				
8	1440 Site Acquisition	\$	-								
9	1450 Site Improvements	\$	100,000	\$	277,846	\$ 277,846	\$ 259,956				
10	1460 Dwelling Structures	\$	586,520	\$	390,162	\$ 390,162	\$ 383,731				
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-						
12	1470 Nondwelling Structures	\$	-	\$	-						
	1475 Nondwelling Equipment	\$	-	\$	-						
	1485 Demolition	\$	-	\$							
15	1492 Moving to Work Demonstration	\$	-	\$	-						
16	1495.1 Relocation Costs	\$	20,000	\$	18,835	\$ 18,835	\$ 18,835				
17	1499 Development Activities <sup>4</sup>	\$	-	\$	-						

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary								
PHA Na	me:	Grant	Type and Number				FFY of Grant:		
	The Housing Authority of the County of Merced	Capital	Fund Program Grant	No:		CA39PO2350109	2009		
		Replac	ement Housing Factor	Gran	nt No:		FFY of Grant Approval:		
			Date of CFFP:				2009		
Orig	ginal Annual Statement Reserve for Disasters/Emergencies		X	Revise	ed Annual Statement (revision	n no: 1)			
Perf	formance & Evaluation Report for Period Ending:			Final P	Performance and Evaluation	Report			
Line	Summary by Development Account		Total Estima	ated (	Cost	Total Act	ual Cost 1		
			Original		Revised <sup>2</sup>	Obligated	Expended		
18a	1501 Collateralization or Debt Service paid by the PHA	\$		\$					
18ba	Payment	\$		\$	-				
19	1502 Contingency (may not exceed 8% of line 20)	\$		\$	-				
20	Amount of Annual Grant: (sum of lines 2-19)	\$	883,150	\$	883,150	\$ 883,150	\$ 858,829		
21 .	Amount of line 20 Related to LBP Activities	\$		\$	-	\$ -	\$ -		
22	Amount of line 20 Related to Section 504 compliance		0		0				
23	Amount of line 20 Related to Security Soft Costs		0		0				
24	Amount of Line 20 Related to Security Hard Costs		0		0				
25	Amount of line 20 Related to Energy Conservation Measures		0		0				
Signat	ure of Executive Director	Date Signature of Public I			nature of Public Housi	Housing Director Date			
	Jennin Jenan	ने।।३।०	2012						

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name: The H	lousing Authority of the County of Merced	Grant Type and I Capital Fund Progra Replacement Housin		<u>CA39PC</u>	<u>)2350</u>		Federal FFY of Grant: 2009					
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity		Total Esti	mated	Cost		Total Ac	ctual (	Cost	Status of Work
					Original		Revised <sup>2</sup>	0	Funds bligated <sup>2</sup>	i	Funds pended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$		\$	-	\$			P	
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	88,315		88,315	\$	88,315	\$	88,315	
PHA-Wide	ADMINISTRATION	1410		\$	88,315		88,315	\$	88,315			
	Administrative Fee			\$		\$	-					
				\$	-	<u> </u>		_				
PHA-Wide	FEES & COSTS	1430		\$	-	\$	19,677	\$	19,677	\$	19,677	
	Miscellaneous Costs			\$	-	\$	5,678					
	PNA			\$	-	\$	13,999			<u></u>		
W	Engineering Services			\$	-	ļ						
PHA-Wide	SITE IMPROVEMENTS	1450		\$	100,000	\$	277,846	\$	277,846	\$	259,956	
PHA-Wide	Parking lot improvements			\$	-	\$	86,736					
AMP 3- 012 Dos Palos	Sewer lines, Storm drains lines & Clean out Improvements			<u> </u>		\$	191,110	<u> </u>				
PHA-Wide	DWELLING STRUCTURES	1460		\$	586,520	\$	390,162	\$	390,162	\$	383,731	
AMP 1-010 Merced	Unit Modification			\$	-	\$	335,841					
PHA-Wide	PHA-WIDE MISC					\$	53,042					
AMP 2 - 012 Atwater	Replace windows			\$	-	\$	1,279			<u> </u>		<del></del>
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		<del> </del>		\$	···	┢	·	-		
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	-	\$	-	$\vdash$		<b></b>		
AMP 2 - 06 Livingston	Kitchen & Restroom Modification (504 accessibility)			† •		\$	-					
AMP 1 - 01 Merced	Kitchen & Restroom Modification (504 accessibility)			İ		\$	-					
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	-	\$	-					
PHA-Wide	Relocation Costs	1495.1		\$	20,000	\$	18,835	\$	18,835	\$	18,835	
PHA-Wide	Development Activities	1499		\$	_	\$	_	1				

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:	The Housin		Federal FY of Grant: CA39PO2350109				
Development Number Name/HA-Wide Activities	IA-Wide (Quarter Ending Date) (Quarter E				l Funds Expende narter Ending Da		Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-11			Sep-13			
				†			
			<b>1</b> 0				-
	+						
	+						
				<u> </u>			

Obligation and expenditure end dated can only	who revised with ULID enproved	nursuant to Section Oi o	of the U.S. Housing	Act of 1037, as amended
Obligation and expenditure end dated can only	y de tevised with how approval	puisuani io section 91 o	of the C.S. Housing	Act of 1957, as afficillated.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

Part	I: Summary										
PHA N	ame: The Housing Authority of the County of Merced	Capita	t <b>Type and Number</b> al Fund Program Grant cement Housing Facto Date of CFFP:		»:	CA39P02350110	FFY of Grant: 2010 FFY of Grant Approval: 2010				
_	ginal Annual Statement Reserve for Disasters/Emergencies  formance & Evaluation Report for Period Ending:		X Revised Annual Statement Final Performance and Evaluation Report								
Line	Summary by Development Account		Total Estim	ated Cost	t	Total Ac	tual Cost 1				
			Original		Revised <sup>2</sup>	Obligated	Expended				
1	Total non-CFP Funds	\$	-								
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$	106,369	\$	-						
3	1408 Management Improvements	\$	80,296	\$	80,296						
4	1410 Administration (may not exceed 10% of line 20)	\$	80,296	\$	80,296						
5	1411 Audit	\$		\$	-						
6	1415 Liquidated Damages	\$	-	\$	-						
7	1430 Fees and Costs	\$	-	\$	-						
8	1440 Site Acquisition	\$	-	\$	-						
9	1450 Site Improvements	\$	177,500	\$	237,500						
10	1460 Dwelling Structures	\$	298,500	\$	390,869						
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-						
12	1470 Nondwelling Structures	\$	60,000	\$	14,000						
13	1475 Nondwelling Equipment	\$	-	\$	-						
14	1485 Demolition	\$	-	\$			. *****				
15	1492 Moving to Work Demonstration	\$	-	\$	*						
16	1495.1 Relocation Costs	\$	•	\$	-						
17	1499 Development Activities 4	\$	-	\$	-						

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

Part	I: Summary						
PHA Na	ame: The Housing Authority of the County of Merced	Capita	Type and Number I Fund Program Grant I cement Housing Factor Date of CFFP:		o:	CA39P02350110	FFY of Grant: 2010 FFY of Grant Approval:
Ori	ginal Annual Statement Reserve for Disasters/Emergencies			Revised A	nnual Statement		2010
Per	formance & Evaluation Report for Period Ending:				ormance and Evaluation	Report	
Line	Summary by Development Account		Total Estim	ated Cos	st	Total Ac	tual Cost 1
			Original		Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$		\$	-		
18ba	Payment	\$	_	\$	-		
19	1502 Contingency (may not exceed 8% of line 20)	\$	-				
20	Amount of Annual Grant: (sum of lines 2-19)	\$	802,961	\$	802,961	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-		
22	Amount of line 20 Related to Section 504 compliance		0		0		
23	Amount of line 20 Related to Security Soft Costs		0		0		
24	Amount of Line 20 Related to Security Hard Costs		0		0		
25	Amount of line 20 Related to Fnergy Conservation Measures		0		0		
	Senses Jenaw	Date 7 / 7	/2012	Signat	Date		

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

lame:		Grant Type and Number						Federal FFY of G		
The Hous	sing Authority of the County of Merced	Capital Fund Progra			<u>CA391</u>	02350110			2010	
		Replacement Housi	0:							
Development	General Description of Major Work	Dev. Acct No.	Quantity		Total Est	imated Cost	Total Actual Cost		ctual Cost	Status of
Number	Categories									Work
Name/HA-Wide	•									
Activities										
								Funds	Funds	
					Original	Revise	ed <sup>2</sup>	Obligated <sup>2</sup>	Expended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$	106,369	\$	_			1
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	80,296	\$	80,296			
PHA-Wide	ADMINISTRATION	1410		\$	80,296	\$	80,296			
	Salary and Benefits for Development Staff			8	75,000	S	75,000			
	Training & Travel for Management Staff			\$	4,296	S	4,296			
	Office Supplies			S	1,000	8	1,000			
PHA-Wide	SITE IMPROVEMENTS	1450		\$	177,500	\$	237,500			
PHA-Wide	ADA/504 Compliant - exteriors			s	22,500	\$	42,500			
PHA-Wide	Tree removal/trimming			S	-	S	40,000			
AMP 2-006 Livingston	Exterior Lights			s	95,000	S	95,000			
AMP 2-006 Livingston	Playground Equipment			8	60,000	\$	60,000			
PHA-Wide	DWELLING STRUCTURES	1460		\$	298,500	\$	390,869			
AMP 2-006 Atwater	Unit Modification		27	S	298,500	S	298,500			
PHA-Wide	Unit Modification			S	-	S	20,369			T
AMP 1 - 0013	Install lift station			8	-	S	12,000			
AMP 1 - 010	Exterior Paint			s		8	60,000			
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		\$	60,000	\$	-			
AMP 2-006 Livingston	Flooring			8	60,000	\$	-			
PHA-Wide	NONDWELLING STRUCTURES	1470				\$	14,000		·-	
AMP I	ADA/504 Compliant - Administration					\$	14,000			
•										1

 $<sup>^{\</sup>rm 1}$  To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

HA Name:		Federal FY of Grant:									
	The Housing		CA39P02350110								
Development Number Name/HA-Wide Activities	me/HA-Wide (Quarter Ending Date) (Quarter Ending Date) Activities										Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual					
PHA-Wide	15-Jul-12			15-Jul-14							

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

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

	I: Summary			· · · · · · · · · · · · · · · · · · ·		
PHA N	ame: The Housing Authority of the County of Merced		pe and Number und Program Grant	No:	CA39R02350110	FFY of Grant: 2010
	, , , , , , , , , , , , , , , , , , ,		nent Housing Factor		CA39R02330110	FFY of Grant Approval:
		Ropiacei	Date of CFFP:	Grant No.		2010
	ginal Annual Statement Reserve for Disasters/Emergencies	<del></del>		<u></u>		2010
	-		느	Revised Annual Statement		
Pei	formance & Evaluation Report for Period Ending:		L	Final Performance and Evalua	tion Report	
Line	Summary by Development Account		Total Estim	ated Cost	Total Ac	tual Cost 1
		0	riginal	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	\$	-	\$	-	
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$	-	\$	-	
3	1408 Management Improvements	\$	-	\$	-	
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-	
5	1411 Audit	\$	-	\$	-	
6	1415 Liquidated Damages	\$	-	\$	-	
7	1430 Fees and Costs	\$	_	\$	-	
8	1440 Site Acquisition	\$	-	\$	-	
9	1450 Site Improvements	\$	-	\$	-	
10	1460 Dwelling Structures	\$	-	\$	-	
11	1465.1 Dwelling Equipment - Nonexpendable	\$		\$	-	
12	1470 Nondwelling Structures	\$	-	\$	-	
13	1475 Nondwelling Equipment	\$		\$	-	
14	1485 Demolition	\$	-	\$	-	
15	1492 Moving to Work Demonstration	\$	-	\$	-	
16	1495.1 Relocation Costs	\$	-	\$	-	
17	1499 Development Activities 4	\$	111.934	s	-1	

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

Part	I: Summary				***						
PHA Na		T C===	A Trans and Manufact								
PHA N	The Housing Authority of the County of Merced		t Type and Number		~		FFY of Grant:				
	The Housing Authority of the County of Merced		tal Fund Program Grant I		CA3	9R02350110	2010				
		Repla	acement Housing Factor	Grant No:			FFY of Grant Approval:				
			Date of CFFP:				2010				
Y Ori	ginal Annual Statement Reserve for Disasters/Emergencies			Revised Annua	al Statement						
Per	formance & Evaluation Report for Period Ending:		Final Performance and Evaluation Report								
Line	Summary by Development Account		Total Estim	ated Cost		Total Act	ual Cost 1				
			Original	Re	evised <sup>2</sup>	Obligated	Expended				
18a	1501 Collateralization or Debt Service paid by the PHA	\$		\$	_						
18ba	Payment	\$	-	\$	-	13574					
19	1502 Contingency (may not exceed 8% of line 20)	\$	-	\$	-						
20	Amount of Annual Grant: (sum of lines 2-19)	\$	111,934	\$	-						
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-						
22	Amount of line 20 Related to Section 504 compliance		0		0						
23	Amount of line 20 Related to Security Soft Costs		0		0						
24	Amount of Line 20 Related to Security Hard Costs		0		0						
	Amount of line 20 Related to Energy Conservation Measures		0		0						
Signa	ture of Executive Director	Date	,	Signature	of Public Housing D	irector	Date				
	Lennis Jevan	1/1	/2012								

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

PHA Name:		Grant Type and	Number				Federal FFY of Grant:				
	he Housing Authority of the County of Merced	Capital Fund Program Grant No: Replacement Housing Factor Grant No:			CA39R0	<u>2350110</u>		2010			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity		Total Estin	nated Cost	Total Ac	tual Cost	Status of Work		
					Original	Revised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>			
PHA-Wide	DEVELOPMENT ACTIVITIES			\$	111,934			•			
				-							
									i		
				-							
				-			<del> </del>				
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<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 04/30/2011

Part III: Impleme	ntation Scho	edule					
PHA Name:	The Housin		Federal FY of Grant: CA39R02350110				
Development Number Name/HA-Wide Activities	ne/HA-Wide (Quarter Ending Date) (Quarter Ending Date) Activities						Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	15-Jul-12			15-Jul-14			
	+			<del></del>			
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		·					
**							

1 Obligation and expenditure end dated	can only be revised with HUD appr	oval pursuant to Section 9j of the	U.S. Housing Act of 1937, as amended
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Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

	I: Summary					
PHA N	ame:	Gran	t Type and Number			FFY of Grant:
	The Housing Authority of the County of Merced		al Fund Program Grant		CA39P02350111	2011
		Repla	acement Housing Factor	Grant No:		FFY of Grant Approval:
			Date of CFFP:			2011
∑ Ori	ginal Annual Statement Reserve for Disasters/Emergencies			Revised Annual Statement (re-	vision no: 1)	
Per	formance & Evaluation Report for Period Ending:			Final Performance and Evalua	tion Report	:
Line	Summary by Development Account		Total Estim	ated Cost	Total Ac	tual Cost 1
			Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	\$	-	\$	-	
2	1406 Operations (may not exceed 20% of line 20)3	\$	-	\$	-	
3	1408 Management Improvements	\$	66,252	\$	-	
4	1410 Administration (may not exceed 10% of line 20)	\$	66,252	\$	-	
5	1411 Audit	\$	-	\$	-	
6	1415 Liquidated Damages	\$		\$	-	
7	1430 Fees and Costs	\$	-	\$	-	
8	1440 Site Acquisition	\$	_	\$	-	
9	1450 Site Improvements	\$	74,000	\$	-	
10	1460 Dwelling Structures	\$	377,019	\$	-	
11	1465.1 Dwelling Equipment - Nonexpendable	\$	54,000	\$	-	
12	1470 Nondwelling Structures	\$	25,000	\$	-	
13	1475 Nondwelling Equipment	\$	-	\$	-	
14	1485 Demolition	\$	-	\$	-	
15	1492 Moving to Work Demonstration	\$	-	\$	_	
16	1495.1 Relocation Costs	\$	-	\$	-	
17	1499 Development Activities <sup>4</sup>	\$		\$	-	

 $<sup>^{\</sup>rm 1}\,{\rm To}$  be completed for the Performance and Evaluation Report.

 $<sup>^{2}\,\</sup>mathrm{To}$  be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary						
PHA Name:  The Housing Authority of the County of Merced			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:			CA39P02350111	FFY of Grant: 2011 FFY of Grant Approval: 2011
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		х	Revised A	nnual Statement (revision	n no: 1)	
Per	formance & Evaluation Report for Period Ending:			Final Perfo	ormance and Evaluation I	Report	
Line Summary by Development Account			Total Estim:	ated Cos	st	Total Act	tual Cost 1
			Original		Revised 2	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$	_	\$	-		
18ba	Payment	\$	-	\$	_		
19	1502 Contingency (may not exceed 8% of line 20)	\$	=	\$	-		
20	Amount of Annual Grant: (sum of lines 2-19)	\$	662,523	\$	-	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$	-	\$	-	\$ -	\$
22	Amount of line 20 Related to Section 504 compliance		0		0		
23	Amount of line 20 Related to Security Soft Costs		0		0		
24	Amount of Line 20 Related to Security Hard Costs		0		0		
25 Amount of line 20 Related to Energy Conservation Measures			0		0		
Signature of Executive Director			2012	Signat	ure of Public Hous	ing Director	Date

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

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

U.S Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0266

Expires 9/14/2011

PHA Name:		Grant Type and I	Number		Federal FFY of Grant:					
The H	ousing Authority of the County of Merced	Capital Fund Program Grant No: CA39P0					111		2011	
		Replacement Housin		<del></del> -			•			
Development	General Description of Major Work	Dev. Acct No. Quantity			Total Estir	nated	Cost	Total Ac	ctual Cost	Status of
Number	Categories									Work
Name/HA-Wide										
Activities										
								Funds	Funds	
					Original		Revised <sup>2</sup>	Obligated 2	Expended 2	
PHA-Wide	OPERATIONS	1406		\$	<u> </u>	\$	-			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	66,252	\$	-	i		
PHA-Wide	ADMINISTRATION	1410		\$	66,252	\$	-			
	Administrative Fee			s	66,252	\$	-			
				8						
				s						
PHA-Wide	FEES & COSTS	1430		\$	-	\$	_			
	Permit & Fees			\$	-			1		
	Job Inspection			\$	-					
	Engineering Services			\$	-					
PHA-Wide	SITE IMPROVEMENTS	1450		\$	74,000	\$	-			
PHA-Wide	Replace/Upgrade Exterior Site Lights			s	74,000	8	-	1	•	
						s	-			
PHA-Wide	DWELLING STRUCTURES	1460		\$	377,019	\$	_			
PHA-Wide	Unit Modification		50	\$	265,369	s	-			
PHA-Wide	PHA-WIDE MISC			S	32,386	s	-			
AMP 1-013, Merced	Replace/Upgrade HVAC units		28	\$	79,264	\$	-			
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		\$	54,000		-			
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	25,000	_				
PHA-Wide	Kitchen & Restroom Modification (504 accessibility)		·	\$	25,000		<u> </u>			
PHA-Wide	NON DWELLING EQUIPMENT	1475				\$		<del> </del>		
PHA-Wide	Relocation Costs	14/5		\$		\$		-	<b> </b>	

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part III: Impleme	ntation Sch	edule					
PHA Name:	The Housin	g Authority of the	County of Merce	d			Federal FY of Grant: CA39P02350111
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)				ll Funds Expende uarter Ending Da		Reasons for Revised Target Dates 1
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-12		_	Dec-12			
· · · · · · · · · · · · · · · · · · ·							
-							
					<u> </u>		
<del></del>							

Obligation and expenditure end dated can only be revised w	vith HUD approval pursuant to Section 9	9j of the U.S. Housing Act of 1937, as amended
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Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary					
PHA N	ame:	Grant Type and	Number			FFY of Grant:
	The Housing Authority of the County of Merced	Capital Fund Pr	ogram Grant I	No:	CA39R02350111	2011
		Replacement H	ousing Factor	Grant No:		FFY of Grant Approval:
		Date	of CFFP:			2011
<b>Y</b> Ori	ginal Annual Statement Reserve for Disasters/Emergencies		П	Revised Annual Statement (revis	ion no: 1)	
Per	formance & Evaluation Report for Period Ending:			Final Performance and Evaluatio	n Report	
Line	Summary by Development Account		Total Estima	ated Cost	Total Ac	tual Cost 1
		Original	<u> </u>	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	\$		\$	•	
2	1406 Operations (may not exceed 20% of line 20)3	\$	-	\$	-	
3	1408 Management Improvements	\$	-	\$	-	
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-	
5	1411 Audit	\$	-	\$	-	
6	1415 Liquidated Damages	\$	•	\$	-	
7	1430 Fees and Costs	\$	•	\$	-	
8	1440 Site Acquisition	\$	-	\$	-	
9	1450 Site Improvements	\$	-	\$	_	
10	1460 Dwelling Structures	\$	-	\$		
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-	
12	1470 Nondwelling Structures	\$	-	\$	-	
13	1475 Nondwelling Equipment	\$		\$		
14	1485 Demolition	\$	-	\$	-	
15	1492 Moving to Work Demonstration	\$	-	\$	-	
16	1495.1 Relocation Costs	\$	-	\$		
17	1499 Development Activities 4	\$	1,574	\$	-	

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup>To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary								
PHA Name: The Housing Authority of the County of Merced			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:			CA39R02350111	FFY of Grant: 2011 FFY of Grant Approval: 2011		
Ori	ginal Annual Statement Reserve for Disasters/Emergencies		x	Revised #	Annual Statement (revisio	n no: 1)			
Pei	formance & Evaluation Report for Period Ending:			Final Peri	formance and Evaluation	Report			
Line Summary by Development Account			Total Estim	ated Co	st	Total Actual Cost 1			
			Original	Revised <sup>2</sup>		Obligated	Expended		
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$	-				
18ba	Payment	\$		\$	-				
19	1502 Contingency (may not exceed 8% of line 20)	\$	_	\$	-		·		
20	Amount of Annual Grant: (sum of lines 2-19)	\$	1,574	\$	-	\$ -	\$ -		
21	Amount of line 20 Related to LBP Activities	\$	•	\$	-	\$ -	\$ -		
22	Amount of line 20 Related to Section 504 compliance		0		0				
23	Amount of line 20 Related to Security Soft Costs		0		0				
24	Amount of Line 20 Related to Security Hard Costs	<u> </u>	0		0				
25 Amount of line 20 Related to Energy Conservation Measures			0		0				
Signature of Executive Director  The signature of Executive Director Director  The signature of Executive Director Director  The signature of Executive Director Dir		Date 7	/2012	Signa	ture of Public Hous	ing Director	Date		

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:		Grant Type and N	lumber					Federal FF	of Grant:	
The Ho	ousing Authority of the County of Merced	Capital Fund Program	n Grant No:		CA39R	2350	111		2011	
		Replacement Housin	g Factor Grant No	0:						
Development	General Description of Major Work	Dev. Acct No.	Quantity	1	Total Estin	mated	Cost	Total A	ctual Cost	Status of
Number	Categories									Work
Name/HA-Wide										
Activities										
				-				Funds	Funds	
					Original		Revised 2	Obligated 2	Expended 2	
PHA-Wide	OPERATIONS	1406		\$	-	\$	-			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	-	\$	-			
PHA-Wide	ADMINISTRATION	1410		\$	-	s	-			
	Administrative Fee			s	-	s	-			1
				\$	-					
PHA-Wide	FEES & COSTS	1430		\$	-	\$	-			
	Permit & Fees			\$	-					
	Job Inspection			\$	-					
	Engineering Services		**	\$	-					
PHA-Wide	SITE IMPROVEMENTS	1450		\$	<u> </u>	\$	-			
PHA-Wide	Parking lot improvements			s	-	s	-			
AMP 3- 012 Dos Palos	Sewer lines, Storm drains lines & Clean out Improvements					8	-	_		
РНА-Wide	DWELLING STRUCTURES	1460		\$	-	\$	-			
AMP 1-010 Merced	Unit Modification			s	-	s	-			
	PHA-WIDE MISC					8	-			
AMP 2 - 012 Atwater	Replace windows			\$	-	\$	_			
								······		
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1				\$	-	*1	<u> </u>	
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	-	\$	-			
AMP 2 - 06 Livingston	Kitchen & Restroom Modification (504 accessibility)					\$	_			T
AMP 1 - 01 Merced	Kitchen & Restroom Modification (504 accessibility)			$\top$		\$	-	Ţ	1	
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	•	\$	-		1	1
PHA-Wide	Relocation Costs	1495.1		\$	-	\$	-	1		1
PHA-Wide	Development Activities	1499		\$	1,574	S.			1	

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part III: Impleme	entation Sch	edule					
PHA Name:	The Housin	g Authority of the	County of Merce	d			Federal FY of Grant: CA39R02350111
Development Number Name/HA-Wide Activities	(Qu	l Fund Obligate arter Ending Da			l Funds Expende narter Ending Da		Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-12			Dec-12			
					****		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as ame
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Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
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Expires 9/14/2011

Part	I: Summary										
PHA N	ame:	Grant Type	and Number			FFY of Grant:					
	The Housing Authority of the County of Merced	Capital Fur	nd Program Grant	No:	CA39R02350211	2011					
		Replaceme	ent Housing Factor	Grant No:		FFY of Grant Approval:					
			Date of CFFP:			2011					
⊠ori	ginal Annual Statement Reserve for Disasters/Emergencies			Revised Annual Statement (re-	vision no: 1)						
Pei	formance & Evaluation Report for Period Ending:		Final Performance and Evaluation Report								
Line	Summary by Development Account		Total Estim	ated Cost	Total Actual Cost 1						
		Ori	ginal	Revised <sup>2</sup>	Obligated	Expended					
1	Total non-CFP Funds	\$	-	\$	-						
2	1406 Operations (may not exceed 20% of line 20)3	\$	-	\$	-						
3	1408 Management Improvements	\$	-	\$	-						
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-						
5	1411 Audit	\$	-	\$							
6	1415 Liquidated Damages	\$	-	\$							
7	1430 Fees and Costs	\$	-	\$	-						
8	1440 Site Acquisition	\$	-	\$	-						
9	1450 Site Improvements	\$	-	\$	-						
10	1460 Dwelling Structures	\$	-	\$	-						
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-						
12	1470 Nondwelling Structures	\$	-	\$	-						
13	1475 Nondwelling Equipment	\$	-	\$	-						
14	1485 Demolition	\$	-	\$	-						
15	1492 Moving to Work Demonstration	\$	-	\$	-						
	1495.1 Relocation Costs	\$	_	\$	-						
17	1499 Development Activities <sup>4</sup>	\$	91,272	\$	-						

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

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Part	I: Summary									
PHA N	ame: The Housing Authority of the County of Merced	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:			CA39R02350211	FFY of Grant: 2011 FFY of Grant Approval: 2011				
□or	iginal Annual Statement Reserve for Disasters/Emergencies	X Revised Annual Statement (revision no: 1)								
Pe	rformance & Evaluation Report for Period Ending:	Final Performance and Evaluation Report								
Line	Summary by Development Account	Tota	al Estima	ated Cost	Total A	Total Actual Cost 1				
		Original		Revised <sup>2</sup>	Obligated	Expended				
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$	-					
18ba	Payment	\$		\$	-					
19	1502 Contingency (may not exceed 8% of line 20)	\$		\$	-					
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 91	,272	\$	- \$	- \$ -				
21	Amount of line 20 Related to LBP Activities	\$		\$	- \$ -	\$ -				
22	Amount of line 20 Related to Section 504 compliance		0		0					
23	Amount of line 20 Related to Security Soft Costs		0		0					
24	Amount of Line 20 Related to Security Hard Costs		0		0					
25	Amount of line 20 Related to Energy Conservation Measures		0		0					
Signa	ture of Executive Director	Date /1/2012		Signature of Public F	lousing Director	Date				

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup>To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name: The H	lousing Authority of the County of Merced	Grant Type and I Capital Fund Progra Replacement Housin	<u>CA39R(</u>	CA39R02350211			Federal FFY of Grant: 2011			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity		Total Estii	matec	1 Cost	Total A	ctual Cost	Status of Work
					Original		Revised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$	_	\$	-			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	-	\$	-			
PHA-Wide	ADMINISTRATION	1410		\$	-	\$	-			
	Administrative Fee			\$	-	\$	-			
				\$	-					
PHA-Wide	FEES & COSTS	1430		\$	-	\$	-	İ		
	Permit & Fees			\$	-					
	Job Inspection			\$	-					
	Engineering Services			\$	_					
PHA-Wide	SITE IMPROVEMENTS	1450	•	\$	-	\$	-			
PHA-Wide	Parking lot improvements			s	-	S	-			
AMP 3- 012 Dos Palos	Sewer lines, Storm drains lines & Clean out Improvements					s	-		T	
PHA-Wide	DWELLING STRUCTURES	1460		\$	-	\$	-			
AMP 1-010 Merced	Unit Modification			s	-	8	-			
	PHA-WIDE MISC					8	_			
AMP 2 - 012 Atwater	Replace windows			\$	-	\$				
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1		+		s		1	<u> </u>	<u> </u>
PHA-Wide	NON DWELLING STRUCTURES	1470		<del>  s</del>		\$		+	<del>                                     </del>	+
4MP 2 - 06 Livingston	Kitchen & Restroom Modification (504 accessibility)	1470	····	+ *		8	<del></del> -		1	<del> </del>
AMP 1 - 01 Merced	Kitchen & Restroom Modification (504 accessibility)	<del>                                     </del>		+		s			<del> </del>	$\vdash$
PHA-Wide	NON DWELLING EQUIPMENT	1475		- s		\$	<del></del>	+	<del> </del>	<del> </del>
PHA-Wide	Relocation Costs	1495.1		\$		S		<del></del>	1	<del> </del>
PHA-Wide	Development Activities	1499		8	91,272	\$		<del> </del>	<u> </u>	+

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

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

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
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Expires 9/14/2011

PHA Name:							Federal FY of Grant:
	The Housin	g Authority of the	County of Merced	i			CA39R02350211
Development Number Name/HA-Wide Activities	(Qu	Fund Obligated arter Ending Dat		All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates 1
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-12			Dec-12			
						<u> </u>	
	_						
						-	

1	· ·		
Obligation and expenditure end dated can onl	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	1 *** 0 ** 1 1 . 0.00=
Uniigation and expenditure end dated can onl	a he revised with HIIII anni	Oval nurcuant to Section Us of t	he II S. Houging Act of 1027 or amanded
Congation and expenditure one dated can one	y be revised with riob appi	ovai buisuani to section 21 or	
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Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
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Part	I: Summary							
PHA N	ame: The Housing Authority of the County of Merced	Capit	t Type and Number al Fund Program Grant acement Housing Facto Date of CFFP:	CA39P02350112	FFY of Grant: 2012 FFY of Grant Approval: 2012			
	ginal Annual Statement Reserve for Disasters/Emergencies  formance & Evaluation Report for Period Ending:	•	=	Revised Annual Statement (rev	•			
Line	Summary by Development Account		Total Estim	ated Cost	Tota	Total Actual Cost 1		
	Dumandary by Doloropinato 12000ant	<del></del>	Original	Revised <sup>2</sup>	Obligated	Expended		
1	Total non-CFP Funds	\$	-	\$	-			
2	1406 Operations (may not exceed 20% of line 20)3	\$	-	\$	-			
3	1408 Management Improvements	\$	65,859	\$	-			
4	1410 Administration (may not exceed 10% of line 20)	\$	65,859	\$	1			
5	1411 Audit	\$	-	\$	-			
6	1415 Liquidated Damages	\$	-	\$	-			
7	1430 Fees and Costs	\$	-	\$	-			
8	1440 Site Acquisition	\$	<del>-</del>	\$	-			
9	1450 Site Improvements	\$	-	\$	-			
10	1460 Dwelling Structures	\$	526,869	\$	-			
11	1465.1 Dwelling Equipment - Nonexpendable	\$	-	\$	-			
12	1470 Nondwelling Structures	\$	-	\$	-			
13	1475 Nondwelling Equipment	\$	-	\$	-			
14	1485 Demolition	\$	-	\$	-			
15	1492 Moving to Work Demonstration	\$	-	\$	-			
	1495.1 Relocation Costs	\$	-	\$	-			
17	1499 Development Activities <sup>4</sup>	\$	-	\$	-			

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

 $<sup>^{2}\,\</sup>mathrm{To}$  be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary								
PHA Na	ame:	Grant Ty	pe and Number			FFY of Grant:			
	The Housing Authority of the County of Merced	Capital F	und Program Grant	No:	CA39P02350112	2012			
		Replacement Housing Factor Grant No:				FFY of Grant Approval:			
			Date of CFFP:		2012				
X Ori	ginal Annual Statement Reserve for Disasters/Emergencies	Revised Annual Statement (revision no: )							
Per	formance & Evaluation Report for Period Ending:			on Report					
Line	Summary by Development Account		Total Estima	ated Cost	Total Actual Cost 1				
		0	riginal	Revised <sup>2</sup>	Obligated	Expended			
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$	-				
18ba	Payment	\$	-	\$	-				
19	1502 Contingency (may not exceed 8% of line 20)	\$	-	\$	-				
20	Amount of Annual Grant: (sum of lines 2-19)	\$	658,587	\$	- \$	\$ -			
21	Amount of line 20 Related to LBP Activities	\$	-	\$ -	\$ -	\$ -			
22	Amount of line 20 Related to Section 504 compliance		0		0				
23	Amount of line 20 Related to Security Soft Costs		0		0				
24	Amount of Line 20 Related to Security Hard Costs		0		0				
25	Amount of line 20 Related to Energy Conservation Measures		0		0				
Signa	ture of Executive Director	Date 9/13/2	012	Signature of Public Ho	using Director	Date			

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup>PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
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Expires 9/14/2011

PHA Name: The Ho	ousing Authority of the County of Merced	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:				2350112	Federal FF	Federal FFY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity		Total Estir	nated Cost	Total A	ctual Cost	Status of Work	
Activities					Original	Revised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>		
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	65,859	\$ -				
PHA-Wide	ADMINISTRATION	1410		\$	65,859	\$ -				
	Administrative Fee			\$	65,859	\$ -				
PHA-Wide	FEES & COSTS	1430		\$	-	\$ -				
PHA-Wide	SITE IMPROVEMENTS	1450		\$	-	\$ -				
PHA-Wide	DWELLING STRUCTURES	1460		\$	526,869	\$ -				
AMP 1 - 013 - Merced	HVAC Replacements			\$	140,000	\$ -				
AMP 1 - 001 - Merced	Unit Modification			\$	22,500					
AMP 1- 013 -Merced	ADA Compliance			\$	30,000					
AMP 2 - 003 - Atwater	Unit Modification			\$	79,369					
AMP 3 - 002 - Los Banos	HVAC Replacements			\$	100,000					
AMP 3 - 002 - Los Banos	ADA Compliance			\$	30,000					
AMP 3 - 004 - Los Banos	ADA Compliance			\$	60,000					
AMP 3 - 011 - Los Banos	ADA Compliance			\$	45,000					
AMP 3 - 005 - Dos Palos	ADA Compliance			\$	20,000	\$ -			<del>                                     </del>	
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1	<del>.</del>	$\pm$		\$ -				
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	-	\$ -			L	
				+		\$ - \$ -	-			
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	•	\$ -	1			
PHA-Wide	Relocation Costs	1495.1	***	\$		\$ -				

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
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PHA Name:	The Housin	ng Authority of the	County of Merced	1			Federal FY of Grant: CA39P02350112
Development Number Name/HA-Wide Activities						Reasons for Revised Target Dates <sup>1</sup>	
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Jun-14			Jun-15			
						<u> </u>	
						*****	
	l						

Obligation and expenditure end dated can onl	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		aftha IIC Hansin	~ A at a f 1027 as amondad
' ( )bligation and expenditure end dated can onl	v be revised with HIII approval	nurshani io section 91 o	oi ine U.S. Housin	2 Act of 1937, as amenued.
Obligation and expenditure end dated can on	y oc ic isca with fice approvar	paroauni to occion s	· · · · · · · · · · · · · · · · · · ·	9 ,

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary					
PHA N	ame:	Grant Type and Nu	mber			FFY of Grant:
	The Housing Authority of the County of Merced	Capital Fund Progra			CA39R02350112	2012
		Replacement Housi		Grant No:		FFY of Grant Approval:
		Date of 0	CFFP:			2012
<b>∑</b> Or	iginal Annual Statement Reserve for Disasters/Emergencies		R	evised Annual Statement (rev	rision no: )	
Pe	rformance & Evaluation Report for Period Ending:		F	inal Performance and Evaluat		
Line	Summary by Development Account	То	tal Estimat	ted Cost	Tota	al Actual Cost 1
Line	Summary by Development Factorial	Original		Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	\$		\$	-	
2	1406 Operations (may not exceed 20% of line 20)3	\$	- :	\$	-	
3	1408 Management Improvements	\$		\$	-	
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-	
	1411 Audit	\$	-	\$	-	
6	1415 Liquidated Damages	\$	-	\$	-	
	7 1430 Fees and Costs	\$		\$		
- 8	1440 Site Acquisition	\$		\$	-	
9	1450 Site Improvements	\$		\$	-	
10	1460 Dwelling Structures	\$	-	\$	-	
11	1465.1 Dwelling Equipment - Nonexpendable	\$		\$	-	
_	2 1470 Nondwelling Structures	\$		\$	-	
13	3 1475 Nondwelling Equipment	\$		\$	-	
	4 1485 Demolition	\$	-	\$		
1:	5 1492 Moving to Work Demonstration	\$		\$	-	
	6 1495.1 Relocation Costs	\$		\$	-	
	7 1499 Development Activities <sup>4</sup>	\$	53,200	\$	-	

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

 $<sup>^2\,\</sup>mathrm{To}$  be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266

Expires 9/14/2011

Part	I: Summary								
PHA Na	•	Grant Type and Numb	er			FFY of Grant:			
FIIA No	The Housing Authority of the County of Merced	Capital Fund Program		No:	CA39R02350112	2012			
	The Housing Hamon, a same, a same, a same a same, a same a	Replacement Housing				FFY of Grant Approval:			
		Date of CFF		2012					
<b>∑</b> Ori	ginal Annual Statement Reserve for Disasters/Emergencies	Revised Annual Statement (revision no: )							
Per	formance & Evaluation Report for Period Ending:			Final Performance and Evaluation	Report				
Line	Summary by Development Account	Total 1	Estima	ated Cost	Total Act	tual Cost 1			
Zine	<u> </u>	Original		Revised <sup>2</sup>	Obligated	Expended			
18a	1501 Collateralization or Debt Service paid by the PHA	\$	-	\$ -					
	Payment	\$	-	\$ -					
19	1502 Contingency (may not exceed 8% of line 20)	\$	-	\$ -					
	Amount of Annual Grant: (sum of lines 2-19)	\$ 63,2	00	\$ -	\$ -	\$ -			
21	Amount of line 20 Related to LBP Activities	\$ -		\$ -	\$ -	\$ -			
22	Amount of line 20 Related to Section 504 compliance		0	0					
23	Amount of line 20 Related to Security Soft Costs		0	0					
24	Amount of Line 20 Related to Security Hard Costs		0	0					
25	Amount of line 20 Related to Energy Conservation Measures		0	0		7.			
	ture of Executive Director	Date		Signature of Public Hous	ing Director	Date			
	Semistrene	9/13/12							

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

 $<sup>^2</sup>$  To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
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Expires 9/14/2011

PHA Name:		Grant Type and I	lumber				Federal FFY		
	ne Housing Authority of the County of Merced	Capital Fund Progran	n Grant No:		CA39R	02350112		2012	
		Replacement Housin	g Factor Grant No	):					
Development	General Description of Major Work	Dev. Acct No.	Quantity		Total Estin	mated Cost	Total A	ctual Cost	Status of
Number	Categories								Work
Name/HA-Wide									
Activities									
							Funds	Funds	
			_		Original	Revised <sup>2</sup>	Obligated 2	Expended <sup>2</sup>	
PHA-Wide	OPERATIONS	1406		\$	-	\$ -			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$		\$ -			
PHA-Wide	ADMINISTRATION	1410		\$		\$ -			
	Administrative Fee		<u></u>	\$	<u>.</u>	\$			
				\$				ļ	
PHA-Wide	FEES & COSTS	1430		\$	-	\$	<u> </u>		
	Permit & Fees			\$					
	Job Inspection			\$	-				
	Engineering Services			\$		<del> </del>			
PHA-Wide	SITE IMPROVEMENTS	1450		\$	•	\$ .	•		<del> </del>
				\$	•	\$	·		
						\$	<u>·                                     </u>		
PHA-Wide	DWELLING STRUCTURES	1460		\$		\$		<b>_</b>	
				\$	-	\$	<u>-                                      </u>		ļ
						\$			
				\$	-	\$	-	<u> </u>	
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1				\$		ļ	
PHA-Wide	NON DWELLING STRUCTURES	1470		\$	•	+*	•	<b> </b>	
						\$	-		<b></b>
						\$	-		<u> </u>
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	-	Ψ	·		ļ
PHA-Wide	Relocation Costs	1495.1		\$	_	\$			ļ
PHA-Wide	Development Activities	1499		\$	63,200	<b>  \$</b>			<u></u>

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:	The Housin	g Authority of the	County of Merced	ı			Federal FY of Grant: CA39R02350112
Development Number Name/HA-Wide Activities		Fund Obligated arter Ending Dat			Funds Expende arter Ending Dat		Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-13			Dec-14			
							-
	-						
						-	
				<del>                                     </del>			

<sup>&</sup>lt;sup>1</sup>Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Part	I: Summary										
PHA N	ame:	Grant Type	and Number			FFY of Grant:					
	The Housing Authority of the County of Merced		nd Program Grant N		CA39R02350212	2012					
		Replaceme	ent Housing Factor		FFY of Grant Approval:						
			Date of CFFP:			2012					
√Or	iginal Annual Statement Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: )								
Pe	rformance & Evaluation Report for Period Ending:			Final Performance and Evalua	tion Report						
Line	Summary by Development Account		Total Estima		Tot	al Actual Cost 1					
		Ori	ginal	Revised <sup>2</sup>	Obligated	Expended					
1	Total non-CFP Funds	\$	-	\$	-						
2	1406 Operations (may not exceed 20% of line 20)3	\$		\$	-						
3		\$	-	\$	-						
4	1410 Administration (may not exceed 10% of line 20)	\$	-	\$	-						
		\$	-	\$	-						
		\$	-	\$	-						
7	1430 Fees and Costs	\$		\$	-						
		\$	-	\$	-						
		\$	-	\$	-						
		\$	-	\$	-						
		\$	-	\$	-						
12	1470 Nondwelling Structures	\$	-	\$	-						
	1475 Nondwelling Equipment	\$	-	\$	-						
	The Honorous Education	\$	-	\$	-						
		\$	_	\$	_						
16	1495.1 Relocation Costs	\$	_	\$	_						
	1499 Development Activities <sup>4</sup>	S	3,160	\$	-						

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0266

Expires 9/14/2011

Part I: Summary					
PHA Name:	Grant Typ	e and Number			FFY of Grant:
The Housing Authority of the County of Merced	Capital Fu	nd Program Grant N	lo:	CA39R02350212	2012
	Replacem	ent Housing Factor	Grant No:		FFY of Grant Approval:
		Date of CFFP:		2012	
☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies			Revised Annual Statement (revision	on no: )	
Performance & Evaluation Report for Period Ending:		I	Final Performance and Evaluation	Report	
Line Summary by Development Account		Total Estima	ted Cost	Total	Actual Cost 1
	Or	iginal	Revised <sup>2</sup>	Obligated	Expended
18a 1501 Collateralization or Debt Service paid by the PHA	\$	<u>-</u>	\$ -		
18ba Payment	\$	-	\$ -		
19 1502 Contingency (may not exceed 8% of line 20)	\$		\$ -		
20 Amount of Annual Grant: (sum of lines 2-19)	\$	3,160	\$ -	\$	- \$
	\$	-	\$ -	\$	- \$ -
		0	0		
23 Amount of line 20 Related to Security Soft Costs		0	0		
		0	0		
		0	0		
Tennis Sum	Date 9/13/	2012	Signature of Public Hous	sing Director	Date

<sup>&</sup>lt;sup>1</sup>To be completed for the Performance and Evaluation Report.

<sup>&</sup>lt;sup>2</sup>To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>3</sup> PHA's under 250 units in management may use 100% of CFP Grants for operations.

<sup>&</sup>lt;sup>4</sup>RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

Name: The Ho	ousing Authority of the County of Merced	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			CA39R02350212			Federal FFY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost			Cost	Total Actual Cost		Status of Work
redivates					Original		Revised <sup>2</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA-Wide	OPERATIONS		Revised Annual S	\$	-	\$	-			
PHA-Wide	MANAGEMENT IMPROVEMENTS	1408		\$	-	\$	-			
PHA-Wide	ADMINISTRATION	1410		\$	-	\$	-			
	Administrative Fee			\$ \$	-	\$		<u> </u>		
PHA-Wide	FEES & COSTS	1430		\$	-	\$				
THA-Wide	Permit & Fees			\$	-					
	Job Inspection			\$	-					
	Engineering Services			\$	-					
PHA-Wide	SITE IMPROVEMENTS	1450		\$	-	\$	-			
				\$	-	\$ \$		_		
		1460		\$		\$		-	<u> </u>	
PHA-Wide	DWELLING STRUCTURES	1460		\$		\$	<u>-</u>			<del></del>
		<del></del>		,	-	\$		<del> </del>		
				\$		\$				
PHA-Wide	DWELLING EQUIPMENT -NON EXPENDABLE	1465.1				\$				
PHA-Wide PHA-Wide	NON DWELLING STRUCTURES	1470		\$	_	\$	-	İ	Ĭ	
PHA-Wide	NON DIVELLANG SINGETONES	1470				\$	-			
		1.00		•		\$		-		<u></u>
PHA-Wide	NON DWELLING EQUIPMENT	1475		\$	<del>-</del>	\$		<del>                                     </del>		<del>                                     </del>
PHA-Wide	Relocation Costs	1495.1 1499		\$	3,160	\$	-			+

<sup>&</sup>lt;sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>&</sup>lt;sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266
Expires 9/14/2011

PHA Name:	The Housin	g Authority of the	County of Merced	1			Federal FY of Grant: CA39R02350212
Development Number Name/HA-Wide Activities		Fund Obligated arter Ending Date			Funds Expende arter Ending Dat		Reasons for Revised Target Dates <sup>1</sup>
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	Sep-13			Sep-14			
				<u> </u>			
		-					
					<u>-</u>		
			<u> </u>			· · · · · · · · · · · · · · · · · · ·	

<sup>&</sup>lt;sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

## **Capital Fund Program Five-Year Action Plan**

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

OMB No. 2577-0266

Expires 4/30/2011

Part	I: Summary							
PHA N	Name:		Locality					
The H	ousing Authority of the County of	Merced	Merced, Merced Co, Californi	X X	Original 5-Year Plan Revision No: 1			
A.	Development Number and Name	Year 1 FFY <b>2011</b>	Work Statement for Year 2 FFY Grant: <b>2012</b> PHA FY: <b>2012</b>	Work Statement for Year 3 FFY Grant: 2013 PHA FY: 2013	Work Statement for Year 4 FFY Grant: <b>2014</b> PHA FY: <b>2014</b>	Work Statement for Year 5 FFY Grant: 2015 PHA FY: 2015		
В.	Physical Improvements Subtotal	Annual Statement	\$530,023	\$476,023	\$476,023	\$476,023		
C.	Management Improvements		\$66,250	\$66,250	\$66,250	\$66,250		
D.	PHA-Wide Non-dwelling Structures and Equipment			\$54,000	\$54,000	\$54,000		
E.	Administration		\$66,250	\$66,250	\$66,250	\$66,250		
F.	Other /Contingency							
G. H.	Operations Demolition							
I.	Development		\$0	\$250,681	\$0	\$0		
J.	Capital Fund Financing - Debt Service							
K.	Total CFP Funds		\$662,523	\$913,204	\$662,523	\$662,523		
L.	Total Non-CFP Funds							
M.	Grand Total		\$662,523	\$913,204	\$662,523	\$662,523		

## **Capital Fund Program Five-Year Action Plan**

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

OMB No. 2577-0266

Expires 4/30/2011

Part	t I: Summary					
PHA N	Name:		Locality			
The H	ousing Authority of the County of M	Merced	Merced, Merced Co, Californi	ia X	Original 5-Year Plan	Revision No: 1
A.	Development Number and Name	Year 1 FFY <b>2011</b>	Work Statement for Year 2 FFY Grant: 2012 PHA FY: 2012	Work Statement for Year 3 FFY Grant: 2013 PHA FY: 2013	Work Statement for Year 4 FFY Grant: <b>2014</b> PHA FY: <b>2014</b>	Work Statement for Year 5 FFY Grant: 2015 PHA FY: 2015
	Physical Improvements Subtotal	Annual Statement				
	PHA-Agency Wide ADA Compliant		\$180,000			
	PHA-Agency Wide Unit Modification		\$110,023	\$422,023	\$422,023	\$422,023
	AMP 3-002 Los Banos HVAC Replace		\$100,000			
	AMP 1-013 Merced HVAC Replace		\$140,000			
	PHA-Agency Wide Equipment		\$0	\$54,000	\$54,000	\$54,000
			\$530,023	\$476,023	\$476,023	\$476,023

## **Capital Fund Program Five-Year Action Plan**

U.S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0266

Expires 4/30/2011

Part II: Sup	porting Pages Physic	al Needs Statement						
Work Statement								
for Year 1 FFY		Astivities for Vosm 2			A stinition for Vocas 2			
2011		Activities for Year: 2			Activities for Year: 3			
		FFY Grant: <u>2012</u>			FFY Grant: 2013			
	<b>D</b> 1	PHA FY: <u>2012</u>	I	D 1	PHA FY: <u>2013</u>			
	Development	Major Work		Development	Major Work	Б. 4.	. 10 .	
	Name/Number	Categories	Estimated Cost	Name/Number	Categories		nated Cost	
See	<b>AMP 1</b> -001 - <b>Merced</b>	Unit Modification		AMP 1-001 - Merced	Unit Modification	\$	124,023	
Annual	AMP 1-001 - Merced	ADA Compliant		AMP 3-002 - Los Banos	Exterior Paint	\$	40,000	
Statement	AMP 3-002 - Los Banos	ADA Compliant		AMP 3-004 - Los Banos	Exterior Paint	\$	80,000	
	AMP 3-002 - Los Banos	HVAC Replacement		AMP 3-004 Los Banos	Unit Modification	\$	-	
	AMP 2-003- Atwater	Unit Modification		AMP 3-005 - Dos Palos	Exterior Lights	\$	74,000	
	AMP 3-004 - Los Banos	ADA Compliant		<b>AMP 1</b> -010 - <b>Merced</b>	Unit Modification	\$	-	
	AMP 3-005 - Dos Palos	ADA Compliant	\$ 45,000	<b>AMP 1</b> -010 - <b>Merced</b>	Exterior Paint	\$	104,000	
	AMP 3-011 - Los Banos	Unit Modification	\$ 60,000					
	AMP 3-011 - Los Banos	ADA Compliant	\$ 15,000					
	AMP 1-013 - Merced	HVAC Replacement	\$ -	PHA - Wide	Operations	\$	-	
	PHA - Wide	Unit Modifications	\$ 27,654	PHA - Wide	Equipment	\$	54,000	
					Development - (RHF Funds to purchase	:		
				PHA - Wide	units)	\$	250,681	
				PHA - Wide	Contingency	\$	-	
	PHA - Wide	Operations	\$ -		,			
	PHA - Wide	Contingency	\$ -					
			-					
		Subtotal of Estimated Cost	\$ 476,023			\$	726,704	
		Subtotal of Estimated Cost	Ψ 470,023			Ψ	. 20, , 04	
			<u> </u>					

## **Capital Fund Program Five-Year Action Plan**

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0266

Expires 4/30/2011

Work Statement							
for Year 1 FFY		Activities for Year: 4			Activities for Vocas 5		
2011					Activities for Year: 5		
		FFY Grant: 2014			FFY Grant: <u>2015</u>		
		PHA FY: 2014	I	-	PHA FY:2015	1	
	Development	Major Work		Development	Major Work		. 10
-	Name/Number	Categories	<b>Estimated Cost</b>	Name/Number	Categories	Estir	nated Cost
See	AMP 1-001 - Merced	Unit Modification		AMP 1-001 - Merced	Unit Modification		
Annual	AMP 1-001 - Merced	ADA Compliant		AMP 3-002 - Los Banos	Unit Modification		
Statement	AMP 3-002 - Los Banos	ADA Compliant		AMP 3-004 Los Banos	Unit Modification		
	AMP 3-002 - Los Banos	HVAC Replacement		AMP 2-006 - Livingston	Unit Modification	\$	-
	AMP 2-003- Atwater	Unit Modification		AMP 2 & 3-012 Atwater, Winton, Dos Palos	Unit Modification		
	AMP 3-004 - Los Banos	ADA Compliant					
	AMP 3-005 - Dos Palos	ADA Compliant		PHA - Wide	Unit Modification	\$	422,023
	AMP 3-011 - Los Banos	Unit Modification		PHA - Wide	Operations	\$	-
	AMP 3-011 - Los Banos	ADA Compliant		PHA - Wide	Equipment	\$	54,000
	AMP 1-013 - Merced	HVAC Replacement		PHA - Wide	Contingency	\$	-
	PHA - Wide	Unit Modification	\$ 422,023			\$	-
	PHA - Wide	Equipment	\$ 54,000				
	PHA - Wide	Operations	\$ -				
	PHA - Wide	Contingency	\$ -				
		Subtotal of Estimated Cost	\$ 476,023			\$	476,023

## **Capital Fund Program Five-Year Action Plan**

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

OMB No. 2577-0266

**Expires 4/30/2011** 

Work Statement							
for Year 1 FFY		Activities for Year: 2			Activities for Year: 3		
2011		FFY Grant: 2012			FFY Grant: 2013		
		PHA FY: <b>2012</b>			PHA FY: <b>2013</b>		
	Development	Major Work		Development	Major Work		
	Name/Number	Categories	<b>Estimated Cost</b>	Name/Number	Categories	Estimate	ed Cost
					Software to upgrade Central Computer		
See	PHA - Wide	Upgrade Central Computer System	\$ 31,250	PHA - Wide	System	\$	36,250
Annual	PHA - Wide	Maintenance Training		PHA - Wide	Maintenance Training		
Statement	PHA - Wide	Consultants for In-house Training	\$ -	PHA - Wide	Consultants for In-house Training	\$	10,000
	PHA - Wide	New Modules for Computer System		PHA - Wide	New Modules for Computer System		
					Consultants for Program Software		
	PHA - Wide	Consultants for Software Implementation	\$ 10,000	PHA - Wide	Modifications	\$	20,000
	PHA - Wide	Legislation updates		PHA - Wide	Legislation updates		
	PHA - Wide	Funding Opportunities		PHA - Wide	Funding Opportunities		
	PHA - Wide	Customer Service Training		PHA - Wide	Customer Service Training		
	PHA - Wide	Organizational Structuring		PHA - Wide	Organizational Structuring		
	PHA - Wide	New Phone System	\$ 25,000				
		Subtotal of Estimated Cost	\$ 66,250			\$	66,250

## **Capital Fund Program Five-Year Action Plan**

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

OMB No. 2577-0266

**Expires 4/30/2011** 

Work Statement							•
for Year 1 FFY							
2011		Activities for Year: 4			Activities for Year: 5		
		FFY Grant: <u>2014</u>			FFY Grant: <u>2015</u>		
		PHA FY: <b>2014</b>			PHA FY:2015	Т	
	Development	Major Work		Development	Major Work		
	Name/Number	Categories	<b>Estimated Cost</b>	Name/Number	Categories	Estimated	Cost
		Software to upgrade Central Computer			Software to upgrade Central Computer		
See	PHA - Wide	System	\$ 36,250	PHA - Wide	System	\$ 36	,250
Annual	PHA - Wide	Maintenance Training		PHA - Wide	Maintenance Training		
Statement	PHA - Wide	Consultants for In-house Training	\$ 10,000	PHA - Wide	Consultants for In-house Training	\$ 10	,000,
	PHA - Wide	New Modules for Computer System		PHA - Wide	New Modules for Computer System		
	PHA - Wide	Consultants for Software Implementation	\$ 20,000	PHA - Wide	Consultants for Software Implementation	\$ 20	,000
	PHA - Wide	Legislation updates		PHA - Wide	Legislation updates		
	PHA - Wide	Funding Opportunities		PHA - Wide	Funding Opportunities		
	PHA - Wide	Customer Service Training		PHA - Wide	Customer Service Training		
	PHA - Wide	Organizational Structuring		PHA - Wide	Organizational Structuring		
		Subtotal of Estimated Cost	\$ 66,250			\$ 66	,250

PHA Certifications of Compliance	
with PHA Plans and Related	w
Regulations	

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

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_\_\_ 5-Year and/or X\_Annual PHA Plan for the PHA fiscal year beginning  $\frac{10/01/12}{10}$ , 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.

Previous version is obsolete

Page 1 of 2

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

Housing Authority of the County of Merced	CA023
PHA Name	PHA Number/HA Code
5-Year PHA Plan for Fiscal Years 20 20_	
X Annual PHA Plan for Fiscal Years 20 12 - 20	13
I hereby certify that all the information stated herein, as well as any information proprosecute false claims and statements. Conviction may result in criminal and/or civ	ovided in the accompaniment herewith, is true and accurate. <b>Warning:</b> HUD will il penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
Name of Authorized Official	Title
Jose Delgadillo	Chairperson, Board of Commissioners
Signature Jape Magadallo	6-19-2012
Previous version is obsolete	Page 2 of 2 form <b>HUD-50077</b> (4/2008)

## **Civil Rights Certification**

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

CA023

## **Civil Rights Certification**

## **Annual Certification and Board Resolution**

Housing Authority of the County of Merced

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.

PHA Name	PHA Number/HA Code
I hereby certify that all the information stated herein, as well as any information proprosecute false claims and statements. Conviction may result in criminal and/or civil	vided in the accompaniment herewith, is true and accurate. Warning: HUD will l penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)
Name of Authorized Official Jose Delgadillo	Title Chairperson
Signature Asserbilization of the Signature Sig	Date 6-19-2012
	•

form **HUD-50077-CR** (1/2009) OMB Approval No. 2577-0226 Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

Signed / Dated by Appropriate State or Local Official

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

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

I,	John Bramble	the	City Mana				e Year and
Annual	PHA Plan of the	Housing Authority of the	County of Merced	is consiste	ent with the	e Consolid	ated Plan of
City of M	lerced	prepared pu	rsuant to 24	CFR Part	91.		
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Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

Signed / Dated by Appropriate State or Local Official

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

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

I,	Glen A. Can	npora	the	Deputy Dire	ector	certify	that the	Five	Year	and
Annı	ual PHA Plan o	f the	Housing Authority of the	County of Merced	is consist	ent with	the Cons	olidate	ed Pla	ın of
State	e of California		prepared p	ursuant to 24	CFR Part	t 91.				
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form **HUD-50077-SL** (1/2009) OMB Approval No. 2577-0226

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

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 —  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, Slate, and zip code ladentify each sheet with the Applicant name and address and the program/activity shown above: Place of Performance shall include the street address, city, county, Slate, and zip code ladentify each sheet with the Applicant name and address and the program/activity receiving grant funding.)  Check here if there are workplaces on file that are not identified on the attached sheets.  Deteroby 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 felse colains and statements. Conviction may result in criminal and/or civil penalties.  The reby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accur		
Housing Authority of the County of Merced  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  2. Sites for Work Performance. The Applicant shall list on separate pessengent, or other appropriate agency; g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs a. thur I required by paragraph a. (2), represent a copy of the statement required by paragraph a. (3) and a representative through the program appropriate personnel action against such are employee will  2. Sites for Work Performance. The Applicant shall list on separate pessentents of the Rehabilitation, consistent with the requirement of the program/activity shown above: Place of Performance shall include the steret address, city, county, State, and zip code in the performanc		
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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  Rennise Ferrario  Rennise Ferrario  Executive Director	I certify that the above named Applicant will or will continue to provide a drug-free workplace by:  a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.  b. Establishing an on-going drug-free awareness program to inform employees  (1) The dangers of drug abuse in the workplace;  (2) The Applicant's policy of maintaining a drug-free workplace;  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.  c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;  d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will	(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;  e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;  f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted  (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;  g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.  ages) the site(s) for the performance of work done in connection with the mance shall include the street address, city, county, State, and zip code.
Name of Authorized Official Rennise Ferrario Rescutive Director	I hereby certify that all the information stated herein, as well as any inf Warning: HUD will prosecute false claims and statements. Conviction may	formation provided in the accompaniment herewith, is true and accurate.
	Name of Authorized Official	

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	
	Housing Authority of the County of Merced
Program/Activity Receiving Federal Grant Funding	
	Capital Funds

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Rennise Ferrario	Executive Director
Signature	Date (mm/dd/yyyy)  6 / 19 / 2012_

Previous edition is obsolete

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

## **MEMO**

To: Housing Authority of the County of Merced

From: Resident Advisory Board

Date: June 13, 2012

Subject: PHA Annual Plan FY 2012

The following members of the Resident Advisory Board for the Housing Authority of the County of Merced (HACM) have reviewed the HACM's PHA Annual Plan FY 2012:

Sue Troncoso (Merced), Dorothy Jean Streally (Merced), and Aloha Berino (Merced)

We are pleased to inform you that as a group we have completed this process and have no recommendations at this time.

We would like to thank you for the opportunity to represent the residents and to serve the Housing Authority in this capacity.

Sue Troncoso, RAB Member