

Housing Authority of the County of Riverside Administrative Plan

with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the HA. The family will be given two (2) weeks to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

6. Notification to Participant of Proposed Action

The HA will notify the family of the proposed action no later than **30-60** days after the case conference by mail.

DRAFT 2012

Part 1: Summary						
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50108 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: 2008 FFY of Grant Approval: 2008	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 2) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) ³	152,525.00	152,525.00	152,525.00	152,525.00	
3	1408 Management Improvements	50,000.00	50,000.00	50,000.00	50,000.00	
4	1410 Administration (may not exceed 10% of line 20)	76,262.00	76,262.00	76,262.00	76,262.00	
5	1411 Audit	1,000.00	1,000.00	1,000	1,000	
6	1415 Liquidated Damages	0.00	0.00			
7	1430 Fees and Costs	30,000.00	30,000.00	30,000.00	30,000.00	
8	1440 Site Acquisition	0.00	0.00			
9	1450 Site Improvement	45,000.00	45,000.00	45,000.00	45,000.00	
10	1460 Dwelling Structures	407,838.00	407,838.00	407,838.00	407,838.00	
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					
18a	1501 Collateralization or Debt Service paid by the PHA					
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 to 19)	762,625.00	762,625.00	762,625.00	762,625.00	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security – Soft Costs					
24	Amount of line 20 Related to Security – Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					

¹ To be completed for the Performance and Evaluation Report.

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

³ PHAs with under 250 units in management may use 100% of CFP grants for operations.

⁴ RHF funds shall be included here.

Part 1: Summary					
PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50108 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: <u> 2008 </u> FFY of Grant Approval: <u> 2008 </u>		
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 2) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
Signature of Executive Director		Date	Signature of Public Housing Director		Date

Part II: Supporting Pages								
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 50108 CFFP (Yes/No): No Replacement Housing Factor Grant No:				Federal FY of Grant: 2008		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Operations	1406		152,525.00	152,525.00	152,525.00	152,525.00	Completed
Management Improvement	Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services	1408(a)		50,000.00	50,000.00	50,000.00	50,000.00	Completed
Salaries	Staff, management including benefits	1410		76,262.00	76,262.00	76,262.00	76,262.00	Completed
	Audit	1411		1,000.00	1,000.00	1,000.00	1,000.00	
Consultant Fees	Architect & Engineering	1430		30,000.00	30,000.00	30,000.00	30,000.00	Completed
AMP 220 – CA027001 Beaumont Apts	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450		45,000.00	45,000.00	45,000.00	45,000.00	Completed Move Playground to 50110
AMP 230 - CA027027 Mecca	Kitchen & bath remodel-cabinets, vanities, countertops, floors and appliances	1460	40 units @ apprx 10,196	407,838.00	407,838.00	407,838.00	407,838.00	Completed
Contingency	Contingency	1502		0.00	0.00	0.00	0.00	

Part III: Implementation Schedule for Capital Fund Financing Program							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50108 Replacement Housing Factor No:				Federal FY of Grant: 2008	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	06/12/2010		05/19/2009	06/12/2012		05/21/2009	
Management Improvements	06/12/2010		06/12/2010	06/12/2012		02/28/2010	
Administration	06/12/2010		06/12/2010	06/12/2012		02/28/2010	
Audit	06/12/2010		03/07/2011	06/12/2012		06/09/2011	
Energy Audit/Arch & Eng	06/12/2010		05/31/2009	06/12/2012		06/29/2009	
AMP 220 –Site 224 (001 – Beaumont)	06/12/2010		11/04/2010	06/12/2012			Grant was over 90% obligated before deadline of 6/12/2010
AMP 230 – Site 235 (027- Mecca)	06/12/2010		10/31/2009	06/12/2012		04/30/2010	
Contingency	n/a	n/a	n/a	n/a			

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

Part 1: Summary						
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50109 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: 2009 FFY of Grant Approval: 2009	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12-31-2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) ³	152,139.00	152,139.00	152,139.00	20,283.54	
3	1408 Management Improvements	44,000.00	44,000.00	44,000.00	44,000.00	
4	1410 Administration (may not exceed 10% of line 20)	76,069.00	76,069.00	76,069.00	76,069.00	
5	1411 Audit	1,000.00	1,000.00	0.00	0.00	
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	
7	1430 Fees and Costs	0.00	0.00	0.00	0.00	
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	
9	1450 Site Improvement	0.00	0.00	0.00	0.00	
10	1460 Dwelling Structures	487,487.00	487,487.00	487,487.00	422,795.96	
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00	
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00	
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00	
14	1485 Demolition	0.00	0.00	0.00	0.00	
15	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00	
16	1495.1 Relocation Costs	0.00	0.00	0.00	0.00	
17	1499 Development Activities ⁴	0.00	0.00	0.00	0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	0.00	0.00	0.00	
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00	0.00	0.00	0.00	
19	1502 Contingency (may not exceed 8% of line 20)	0.00	0.00	0.00	0.00	
20	Amount of Annual Grant: (sum of lines 2 to 19)	760,695.00	760,695.00	759,695.00	563,148.50	
21	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00	
22	Amount of line 20 Related to Section 504 Activities	0.00	0.00	0.00	0.00	
23	Amount of line 20 Related to Security – Soft Costs	0.00	0.00	0.00	0.00	
24	Amount of line 20 Related to Security – Hard Costs	0.00	0.00	0.00	0.00	
25	Amount of line 20 Related to Energy Conservation Measures	228,487.00	273,487.00	0.00	0.00	

¹ To be completed for the Performance and Evaluation Report.

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

³ PHAs with under 250 units in management may use 100% of CFP grants for operations.

⁴ RHF funds shall be included here.

Part 1: Summary					
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50109 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: <u> 2009 </u> FFY of Grant Approval: <u> 2009 </u>	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
Signature of Executive Director		Date	Signature of Public Housing Director		Date

Part II: Supporting Pages								
PHA Name: Housing Authority of the County of Riverside			Grant Type and Number Capital Fund Program Grant No: CA16 P027 50109 CFFP (Yes/No): No Replacement Housing Factor Grant No:			Federal FY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Operations	1406		152,139.00	152,139.00	152,139.00	20,283.54	
Management Improvement	Management Improvement Items-computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services	1408(a)		44,000.00	44,000.00	44,000.00	44,000.00	
Salaries	Staff, management including benefits	1410		76,069.00	76,069.00	76,069.00	76,069.00	
	Audit	1411		1,000.00	1,000.00	0.00	0.00	
Consultant Fees	Energy Audit	1430		0.00	0.00	0.00	0.00	
AMP 210 – CA027019 Scattered Sites: Fort Dr	Carpet/vinyl floor replacement in 3 of 9 units 3974 #1-3 (3974 #4, 3990, 3992, 3986, 3996 & 3998 Fort already done)	1460	3 @ 6,000 ea	18,000.00	18,000.00	18,000.00	0.00	
AMP 210 – CA027019 Scattered Sites: Fort Dr	Replace swamp coolers w/ A/C dual pack For 6 of 9 units (3990, 3992, 3974 #1-4)	1460	6 @ 7,000	42,000.00	42,000.00	42,000.00	40,345.53	
AMP 220 – CA027008 Banning Apts	Replace swamp coolers w/ A/C dual pack	1460	14 units @ \$7,070 ea	98,987.00	98,987.00	98,987.00	85,402.80	
AMP 230 - CA027009, CA027017, CA027031 Church & Polk Apts	Water heater replacements to on-demand units	1460	53 @ 2500	132,500.00	132,500.00	132,500.00	101,047.63	
AMP 230 – CA027041 Aladdin Apartments	Remodel cabinets throughout units (kitchen, baths, hall, etc.)	1460	20 @ 9800	196,000.00	196,000.00	196,000.00	196,000.00	Completed
Contingency	Contingency	1502		0.00	0.00	0.00	0.00	

Part III: Implementation Schedule for Capital Fund Financing Program								
PHA Name: Housing Authority of the County of Riverside			Grant Type and Number Capital Fund Program No: CA16 P027 - 50109 Replacement Housing Factor No:				Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Operations	09/14/2011		01/31/2010	09/14/2013				
Management Improvements	09/14/2011		01/31/2011	09/14/2013		04/06/2011		
Administration	09/14/2011		08/31/2011	09/14/2013		08/04/2011		
Audit	09/14/2011			09/14/2013			Over 90% obligated by 8/31/2011	
AMP 210 – CA027019 Scattered Sites: Fort Dr	09/14/2011		07/31/2011	09/14/2013				
AMP 220 – CA027008 Banning Apts	09/14/2011		07/31/2011	09/14/2013				
AMP 230 - CA027009, CA027017, CA027031 Church & Polk Apts	09/14/2011		07/31/2011	09/14/2013				
AMP 230 – CA027041 Aladdin Apartments	09/14/2011		07/31/2011	09/14/2013		12/07/2011		
Contingency								

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

Part 1: Summary					
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50110 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: 2010
					FFY of Grant Approval: 2010
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011			<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds	0.00			
2	1406 Operations (may not exceed 20% of line 20) ³	148,193.00			
3	1408 Management Improvements	50,000.00			
4	1410 Administration (may not exceed 10% of line 20)	74,096.00			
5	1411 Audit	1,000.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	6,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	270,660.00			
10	1460 Dwelling Structures	191,016.00			
11	1465.1 Dwelling Equipment—Nonexpendable	0.00			
12	1470 Non-dwelling Structures	0.00			
13	1475 Non-dwelling Equipment	0.00			
14	1485 Demolition	0.00			
15	1492 Moving to Work Demonstration	0.00			
16	1495.1 Relocation Costs	0.00			
17	1499 Development Activities ⁴	0.00			
18a	1501 Collateralization or Debt Service paid by the PHA	0.00			
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00			
19	1502 Contingency (may not exceed 8% of line 20)	0.00			
20	Amount of Annual Grant: (sum of lines 2 to19)	740,965.00			
21	Amount of line 20 Related to LBP Activities	0.00			
22	Amount of line 20 Related to Section 504 Activities	205,660.00			
23	Amount of line 20 Related to Security – Soft Costs	0.00			
24	Amount of line 20 Related to Security – Hard Costs	0.00			
25	Amount of line 20 Related to Energy Conservation Measures	11,200.00			

¹ To be completed for the Performance and Evaluation Report.

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

³ PHAs with under 250 units in management may use 100% of CFP grants for operations.

⁴ RHF funds shall be included here.

Part 1: Summary				
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50110 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: <u> 2010 </u> FFY of Grant Approval: <u> 2010 </u>
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹
		Original	Revised ²	Obligated Expended
Signature of Executive Director		Date	Signature of Public Housing Director	Date

Part II: Supporting Pages								
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 50110 CFFP (Yes/No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Operations	1406		148,193.00				
	Management Improvement	1408		50,000.00				
Salaries	Staff, management including benefits	1410		74,096.00				
	Audit	1411		1,000.00				
Consultant Fees and Costs	Architect and Engineering, Environmental Reviews	1430		6,000.00				
AMP 210 - CA027007 - Jackson	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450	68 units	148,660.00				
AMP 220 - CA027001 - Beaumont	Remove / Replace Playground equipment and base including re-route sprinkler lines	1450		65,000.00				
AMP 220 - CA027008 - Banning	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible	1450	14 units	57,000.00				
AMP 230 - CA027009, CA027017 - Thermal	Kitchen remodel- cabinets, counters, floors and appliances, excluding tenant provided refrigerator	1460	28 @ 6822	191,016.00				
Contingency	Contingency	1502		0.00				

Part III: Implementation Schedule for Capital Fund Financing Program							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50110 Replacement Housing Factor No:			Federal FFY of Grant: 2010		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates ¹
	Original	Revised	Actual	Original	Revised	Actual	
Operations	07/14/2012			07/14/2014			
Management Improvements	07/14/2012			07/14/2014			
Administration	07/14/2012			07/14/2014			
Audit	07/14/2012			07/14/2014			
Fees and Costs	07/14/2012			07/14/2014			
Site Improvement	07/14/2012			07/14/2014			
Dwelling Structures	07/14/2012			07/14/2014			

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

Part 1: Summary						
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50111 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: 2011 FFY of Grant Approval: 2011	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds	0.00				
2	1406 Operations (may not exceed 20% of line 20) ³	92,000.00				
3	1408 Management Improvements	50,000.00				
4	1410 Administration (may not exceed 10% of line 20)	61,500.00				
5	1411 Audit	1,000.00				
6	1415 Liquidated Damages	0.00				
7	1430 Fees and Costs	4,720.00				
8	1440 Site Acquisition	0.00				
9	1450 Site Improvement	0.00				
10	1460 Dwelling Structures	406,000.00				
11	1465.1 Dwelling Equipment—Nonexpendable	0.00				
12	1470 Non-dwelling Structures	0.00				
13	1475 Non-dwelling Equipment	0.00				
14	1485 Demolition	0.00				
15	1492 Moving to Work Demonstration	0.00				
16	1495.1 Relocation Costs	0.00				
17	1499 Development Activities ⁴	0.00				
18a	1501 Collateralization or Debt Service paid by the PHA	0.00				
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00				
19	1502 Contingency (may not exceed 8% of line 20)	0.00				
20	Amount of Annual Grant: (sum of lines 2 to19)	615,220.00				
21	Amount of line 20 Related to LBP Activities	0.00				
22	Amount of line 20 Related to Section 504 Activities	0.00				
23	Amount of line 20 Related to Security – Soft Costs	0.00				
24	Amount of line 20 Related to Security – Hard Costs	0.00				
25	Amount of line 20 Related to Energy Conservation Measures	308,000.00				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP grants for operations.
⁴ RHF funds shall be included here.

Part 1: Summary						
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50111 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: <u> 2011 </u> FFY of Grant Approval: <u> 2011 </u>	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
Signature of Executive Director		Date	Signature of Public Housing Director		Date	

Part II: Supporting Pages								
PHA Name: Housing Authority of the County of Riverside			Grant Type and Number Capital Fund Program Grant No: CA16 P027 50111 CFFP (Yes/No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Operations – costs associated with building onsite leasing offices and maintenance shop in accordance with Asset Management- Average Cost of construction from planning to building to furnishing office is between \$75,000 to \$100,000.	1406		92,000.00				
	Management Improvement – Staff salaries for planning, design, implementation and monitoring of the physical improvements for the major activities below and employee benefit contributions. Training – Cost of travel and accommodations of bi-annual maintenance and modernization meetings.	1408		50,000.00				
Salaries	Staff, management including benefits - Staff salaries for planning, design, implementation and monitoring of the management improvements for the construction of the leasing offices and maintenance shops and employee benefit contributions. Staff costs to prepare and send out bid documents, County Counsel Reviews and plan checks by Riverside County Facilities Management divisions, including permit fees and costs.	1410		61,500.00				
	Audit for Grant No : CA16 P027 50111	1411		1,000.00				
Consultant Fees and Costs	Architect and Engineering, Environmental Reviews for the major work described in detail below. Should the Architect and Engineering, Environmental Reviews exceed the estimated costs of \$4,720, excess charges will be drawn from Operations (1406)	1430		4,720.00				

Part II: Supporting Pages							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 50111 CFFP (Yes/No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
AMP 220: CA16-P027-015 Site 223 Idyllwild SAN JACINTO	Kitchen remodel-cabinets, counters, floors, & appliances (To be completed via Contract)	1460	14 units @ 7000 ea.	98,000.00			
AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE	Air Conditioning replacement-dual-pack (Energy conservation measure) (To be completed via Contract)	1460	16 units @ 7000 ea.	112,000.00			
AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY	Air conditioning replacement-dual-pack (Energy conservation measure) (To be completed via Contract)	1460	28 units on roof @ 7000 ea.	196,000.00			
Contingency	Contingency	1502		0.00			

Part III: Implementation Schedule for Capital Fund Financing Program							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50111 Replacement Housing Factor No:				Federal FFY of Grant: 2011	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates ¹
	Original	Revised	Actual	Original	Revised	Actual	
Operations	08/02/2013			08/02/2015			
Management Improvements	08/02/2013			08/02/2015			
Administration	08/02/2013			08/02/2015			
Audit	08/02/2013			08/02/2015			
Fees and Costs	08/02/2013			08/02/2015			
Site Improvement	08/02/2013			08/02/2015			
Dwelling Structures	08/02/2013			08/02/2015			

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

Part 1: Summary		
PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50112 Replacement Housing Factor Grant No: Date of CFFP: _____	FFY of Grant: <u> 2012 </u> FFY of Grant Approval: <u> 2012 </u>

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds	0.00			
2	1406 Operations (may not exceed 20% of line 20) ³	110,084.00			
3	1408 Management Improvements	50,000.00			
4	1410 Administration (may not exceed 10% of line 20)	56,675.00			
5	1411 Audit	1000.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	4,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	107,000.00			
10	1460 Dwelling Structures	238,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	0.00			
12	1470 Non-dwelling Structures	0.00			
13	1475 Non-dwelling Equipment	0.00			
14	1485 Demolition	0.00			
15	1492 Moving to Work Demonstration	0.00			
16	1495.1 Relocation Costs	0.00			
17	1499 Development Activities ⁴	0.00			
18a	1501 Collateralization or Debt Service paid by the PHA	0.00			
18b	9000 Collateralization or Debt Service paid Via system of Direct Payment	0.00			
19	1502 Contingency (may not exceed 8% of line 20)	0.00			
20	Amount of Annual Grant: (sum of lines 2 to 19)	566,759.00			
21	Amount of line 20 Related to LBP Activities	0.00			
22	Amount of line 20 Related to Section 504 Activities	0.00			
23	Amount of line 20 Related to Security – Soft Costs	0.00			
24	Amount of line 20 Related to Security – Hard Costs	0.00			
25	Amount of line 20 Related to Energy Conservation Measures				

¹ To be completed for the Performance and Evaluation Report.

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

³ PHAs with under 250 units in management may use 100% of CFP grants for operations.

⁴ RHF funds shall be included here.

Part 1: Summary				
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50112 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: <u>2012</u> FFY of Grant Approval: <u>2012</u>
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹
		Original	Revised ²	Obligated
				Expended
Signature of Executive Director		Date	Signature of Public Housing Director	
			Date	

Part II: Supporting Pages								
PHA Name: Housing Authority of the County of Riverside			Grant Type and Number Capital Fund Program Grant No: CA16 P027 50111 CFFP (Yes/No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Operations – costs associated with building onsite leasing offices and maintenance shop in accordance with Asset Management- Average Cost of construction from planning to building to furnishing office is between \$75,000 to \$100,000.	1406		110,084.00				
	Management Improvement – Staff salaries for planning, design, implementation and monitoring of the physical improvements for the major activities below and employee benefit contributions. Training – Cost of travel and accommodations of bi-annual maintenance and modernization meetings.	1408		50,000.00				
Salaries	Staff, management including benefits - Staff salaries for planning, design, implementation and monitoring of the management improvements for the construction of the leasing offices and maintenance shops and employee benefit contributions. Staff costs to prepare and send out bid documents, County Counsel Reviews and plan checks by Riverside County Facilities Management divisions, including permit fees and costs.	1410		56,675.00				
	Audit for Grant No : CA16 P027 50112	1411		1,000.00				
Consultant Fees and Costs	Architect and Engineering, Environmental Reviews for the major work described in detail below. Should the Architect and Engineering, Environmental Reviews exceed the estimated costs of \$4,000, excess charges will be drawn from Operations (1406)	1430		4,000.00				

Part II: Supporting Pages							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 50111 CFFP (Yes/No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY	Air conditioning replacement-dual-pack (Energy conservation measure) (To be completed via Contract)	1460	28 units @ \$7,000	\$196,000			
AMP 210: CA16-P027-016 CA16-P027-020 Site 213 Gloria Moreno Valley	Air conditioning replacement-dual-pack (Energy conservation measure) (To be completed via Contract)	1460	6 units @ \$7,000	\$42,000			
AMP 220: CA16-P027-011/014 Site 221 Broadway Lake Elsinore	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible (To be completed via Contract)	1450	28 units	\$68,000			
AMP 220: CA16-P027-013 Site 221 Fairview Lake Elsinore	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible (To be completed via Contract)	1450	16 units	\$39,000			
Contingency	Contingency	1502		0.00			

Part III: Implementation Schedule for Capital Fund Financing Program							
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50111 Replacement Housing Factor No:				Federal FFY of Grant: 2012	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates ¹
	Original	Revised	Actual	Original	Revised	Actual	
Operations	03/11/2014			03/11/2016			
Management Improvements	03/11/2014			03/11/2016			
Administration	03/11/2014			03/11/2016			
Audit	03/11/2014			03/11/2016			
Fees and Costs	03/11/2014			03/11/2016			
Site Improvement	03/11/2014			03/11/2016			
Dwelling Structures	03/11/2014			03/11/2016			

¹ Obligation and expenditure end dates 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. 2577-0226
 Expires 4/30/2011

Part I: Summary							
PHA Name/Number Housing Authority of the County of Riverside/C027			Locality (City/County and State) Riverside/Riverside County, California		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 7		
A.	Development Number and Name		Work Statement for Year 1 FFY Grant 2012	Work Statement for Year 2 FFY Grant: 2013 (Now 2013 info)	Work Statement for Year 3 FFY Grant: 2014 (Now 2014 info)	Work Statement for Year 4 FFY Grant: 2015 (Now 2015 info)	Work Statement for Year 5 FFY Grant: 2016 (Now 2016 info)
	210	Site 211 34 th Street CA16-P027-006/012 Riverside	Annual Statement	\$203,000	\$107,300	\$70,000	\$120,000
		Site 212 Jackson CA16-P027-007 Riverside		\$557,600	NO WORK	NO WORK	\$476,000
		Site 213 Gloria CA16-P027-016 CA16-P027-020 Moreno Valley		NO WORK	\$228,000	\$327,000	\$70,000
		Site 213 Dracaea CA16-P027-018-1 Moreno Valley		NO WORK	\$60,000	\$292,000	\$85,000
		Site 214 Fort Drive CA16-P027-019-1 Riverside		\$63,000	NO WORK	\$52,000	\$49,000
		Site 214 - Sherman CA16-P027-019-2 Moreno Valley		NO WORK	\$4,800	\$16,000	NO WORK
		Site 214 Highland CA16-P027-022 Riverside		NO WORK	\$28,000	\$10,000	NO WORK
		AMP 210 SUBTOTAL		\$823,600	\$428,100	\$767,000	\$800,000

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

Part I: Summary							
PHA Name/Number Housing Authority of the County of Riverside/C027			Locality (City/County and State) Riverside/Riverside County, California		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 7		
A.	Development Number and Name		Work Statement for Year 1 FFY Grant 2011	Work Statement for Year 2 FFY Grant: 2012	Work Statement for Year 3 FFY Grant: 2013	Work Statement for Year 4 FFY Grant: 2014	Work Statement for Year 5 FFY Grant: 2015
	AMP 220	Site 221 Broadway CA16-P027-011/014 Lake Elsinore		\$82,000	\$196,000	\$196,000	\$0
		Site 221 Fairview CA16-P027-013 Lake Elsinore		\$39,000	NO WORK	NO WORK	NO WORK
		Site 222 Midway CA16-P027-021 Perris		\$280,000	\$97,000	\$35,000	\$48,000
		Site 223 Idyllwild CA16-P027-015 San Jacinto		NO WORK	\$162,800	NO WORK	\$98,000
		Site 224 5 th & Maple CA16-P027-001 Beaumont		NO WORK	NO WORK	NO WORK	\$154,000
		Site 225 – Williams CA16-P027-008 Banning		\$126,000	\$49,000	\$16,800	\$75,000
		AMP 220 SUBTOTAL		\$527,000	\$504,800	\$247,800	\$375,000

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Part I: Summary							
PHA Name/Number Housing Authority of the County of Riverside/C027			Locality (City/County and State) Riverside/Riverside County, California		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 7		
A.	Development Number and Name		Work Statement for Year 1 FFY Grant 2011	Work Statement for Year 2 FFY Grant: 2012	Work Statement for Year 3 FFY Grant: 2013	Work Statement for Year 4 FFY Grant: 2014	Work Statement for Year 5 FFY Grant: 2015
	AMP 230	Site 231 Don English CA16-P027-018-2 Desert Hot Springs		\$102,000	NO WORK	\$342,000	NO WORK
		Site 232 - Corrigan CA16-P027-010 Cathedral City		\$34,000	\$60,000	\$57,000	\$16,800
		Site 233 Aladdin CA16-P027-041 Indio		49,000	NO WORK	NO WORK	\$74,000
		Site 234 Polk & Church CA16-P027-009/017/031 Thermal		NO WORK	\$364,000	\$120,000	\$68,000
		Site 235 Seventh St. CA16-P027-027 Mecca		NO WORK	NO WORK	NO WORK	\$97,000
		<u>AMP 230 SUBTOTAL</u>		\$185,000	\$424,000	\$519,000	\$255,800
		TOTAL WORK FOR AMPS		\$1,535,600	\$1,356,900	\$1,533,800	\$1,430,800
G	Operations			\$155,000	\$155,000	\$155,000	\$155,000
	Management Improvements			\$50,000	\$50,000	\$50,000	\$50,000
	Administration			\$75,000	\$75,000	\$75,000	\$75,000
	Consultant Fees			\$0	\$25,000	\$0	\$0
	Total CFP Funds (Est.)		\$750,000.00	\$1,815,600	\$1,661,900	\$1,813,800	\$1,710,800
	Total Replacement Housing Factor Funds		0	0	0	0	0

Capital Fund Program – Five Year Action Plan

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Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2012 PHA FY:			Activities for Year: <u>3</u> FFY Grant: 2013 PHA FY:		
		Quantity	Estimated Cost		Quantity	Estimated Cost
See Annual Statement	AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE			AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE		
	Kitchen remodel-cabinets, counters, floors, & appliances	29 units @ \$7000 ea.	\$203,000	Water heater replacement	29 units @ \$2500 ea.	\$72,500
				Carpet	29 units @ \$1200 ea	\$34,800
	AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE			AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE		
	Carpet	68 units @ \$1200 ea	\$81,600	NO WORK		\$0
	A/C replacement	68 units x \$7000 ea	\$476,000			
	AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY			AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY		
	NO WORK		\$0	Kitchen remodel-cabinet, counters, floors & appliances	34 units @ \$7000 ea.	\$228,000
	AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY			AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY		
	NO WORK		\$0	Stucco, color-coat and paint trim	5 bldgs, 28 units	\$60,000
	AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE			AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE		
	Kitchen remodel-cabinets, counters, floors and appliances	9 @ \$7000 ea.	\$63,000	NO WORK		\$0

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	AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY			AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY		
	NO WORK		\$0	CARPET	4 units @ \$1200 ea	\$4,800
	AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE			AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE		
	NO WORK		\$0	Kitchen replacement-cabinets, counters, floors,& appliances	4 units @ \$ 7000 ea.	\$28,000
	AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE			AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE		
	Water main valve and pressure regulator replacement	28 units	\$14,000	Air Conditioning replacement- dual-pack	28 units @ \$7000 ea.	\$196,000
	AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE			AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE		
				NO WORK	.	\$0
	AMP 220: CA16-P027-021 Site 222 Midway PERRIS			AMP 220: CA16-P027-021 Site 222 Midway PERRIS		
	Kitchen remove and replace	40 units @ \$7K ea.	280,000	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$97,000

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	AMP 220: CA16-P027-015 Site 223 Idyllwild SAN JACINTO			AMP 220: CA16-P027-015 Site 223 Idyllwild SAN JACINTO		
	NO WORK		\$0	Carpet	14 units @ 1200	\$16,800
				Kitchen Remodel – cabinets, counters, floors and appliances	14 units @ \$8000 ea.	\$112,000
				Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$34,000
	AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT			AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT		
	NO WORK		\$0	NO WORK		\$0
	AMP 220: CA16-P027-008 Site 225 – Williams BANNING			AMP 220: CA16-P027-008 Site 225 – Williams BANNING		
	Kitchen remodel-cabinets, counters, floors, and appliances	14 units @ \$9000 ea.	\$126,000	Water heater replacement	14 units @ \$2500 ea.	\$49,000
	AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS			AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS		
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$102,000.00	NO WORK		\$0
	AMP 230: CA16-P027-010 Site 232 - Corrigedor CATHEDRAL CITY			AMP 230: CA16-P027-010 Site 232 - Corrigedor CATHEDRAL CITY		
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$34,000.00	Roof replacement	5 bldgs	\$60,000

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	AMP 230: CA16-P027-041 Site 233 Aladdin INDIO			AMP 230: CA16-P027-041 Site 233 Aladdin INDIO		
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$49,000	NO WORK		\$0
	AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL			AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL		
	NO WORK		\$0	Carports	4 for T1 x 12=48 8 for T2 x 12=96 Total: 144@ \$1000	\$144,000
				Sewer Pump Improvements	T2	\$50,000
				Color Coat & Paint	T2	\$170,000
	AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA			AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA		
	NO WORK		\$0	NO WORK		\$0

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Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u>4</u> FFY Grant: 2014 PHA FY:			Activities for Year: <u>5</u> FFY Grant: 2015 PHA FY:		
See		Quantity	Estimated Cost		Quantity	Estimated Cost
Annual Statement	AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE			AMP 210: CA16-P027-006/012 Site 211, 34 th Street RIVERSIDE		
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$70,000	Ornamental Fencing	1 unit	\$75,000
				Remove and replace irrigation		\$45,000
	AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE			AMP 210: CA16-P027-007 Site 212 Jackson RIVERSIDE		
	NO WORK		\$0	Kitchen and Bath remodel	68 units x \$7000	\$476,000
	AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY			AMP 210: CA16-P027-016/020 Site 213 Gloria St. MORENO VALLEY		
	a/c remove and replace	34 units & 1 Mgr Office/Mt. Shop @ \$7000 ea.	\$245,000	*Hot water heater & closet enclosures, older section	11 buildings –20 units	\$70,000
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$82,000			
	AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY			AMP 210: CA16-P027-018-1 Site 213 Dracaea MORENO VALLEY		
	Carpet	28 units @ \$1000 ea	\$28,000	Ornamental fencing/metal dumpster doors		\$85,000
	Kitchen remodel- cabinets, counters, floors, & appliances	28 units @ \$7000 ea.	\$196,000			
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$68,000			

Capital Fund Program – Five Year Action Plan

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	AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE			AMP 210: CA16-P027-019-1 Site 214 Fort Drive RIVERSIDE		
	Remove front wood siding and stucco and remove and replace windows	9 units, 4 bldgs.	\$30,000	Cooler remove and replace to a/c	7 units @ \$7000 ea (2 units excl)	\$49,000
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$22,000			
	AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY			AMP 210: CA16-P027-019-2 Site 214 - Sherman MORENO VALLEY		
	Remove and replace garage doors	4 units x \$1,500	\$6,000	NO WORK		\$0
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$10,000			
	AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE			AMP 210: CA16-P027-022 Site 214 Highland RIVERSIDE		
	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$10,000	NO WORK		\$0
	AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE			AMP 220: CA16-P027-011/014 Site 221 Broadway LAKE ELSINORE		
	Kitchen remodel	28 @ \$7000	\$196,000	NO WORK		\$0
	AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE			AMP 220: CA16-P027-013 Site 221 Fairview LAKE ELSINORE		
	NO WORK		\$0	NO WORK		\$0
	AMP 220: CA16-P027-021 Site 222 Midway PERRIS			AMP 220: CA16-P027-021 Site 222 Midway PERRIS		
	Color coat stucco damaged areas	10 bldgs	\$35,000	CARPET	40 units @ \$1200 ea	\$48,000

Capital Fund Program – Five Year Action Plan

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	AMP 220: CA16-P027-015 Site 223 Idyllwild SAN JACINTO			AMP 220: CA16-P027-015 Site 223 Idyllwild SAN JACINTO		
	NO WORK		\$0	Cooler remove and replace with a/c	14 units @ \$7000 ea	\$98,000
	AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT			AMP 220: CA16-P027-001 Site 224, 5 th & Maple BEAUMONT		
	NO WORK		\$0	Structural Enhancements: Roof redesign, front porch additions/ remove and replace doors/windows	7 bldgs./ 14 units	\$154,000
	AMP 220: CA16-P027-008 Site 225 – Williams BANNING			AMP 220: CA16-P027-008 Site 225 – Williams BANNING		
	Carpet	14 units @1200	\$16,800	Playground	1 unit	\$45,000
				Front approach at gate replacement	1 unit	\$30,000
	AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS			AMP 230: CA16-P027-018-2 Site 231 Don English DESERT HOT SPRINGS		
	Carpet	42 units @ 1200	\$48,000	NO WORK		\$0
	Kitchen remodel	42 units @ \$7000	\$294,000			
	AMP 230: CA16-P027-010 Site 232 - Corrigedor CATHEDRAL CITY			AMP 230: CA16-P027-010 Site 232 - Corrigedor CATHEDRAL CITY		
	Playground w/cover	1 unit	\$57,000	Carpet	14 units @ \$1200	\$16,800.00
	AMP 230: CA16-P027-041 Site 233 Aladdin INDIO			AMP 230: CA16-P027-041 Site 233 Aladdin INDIO		
	NO WORK		\$0	Hot water heaters replacement to on-demand	20 @ \$2500	\$50,000
				Carpet	20 units @ \$1200 ea	\$24,000

Capital Fund Program – Five Year Action Plan

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	AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL			AMP 230: CA16-P027-009/017/031 Site 234 Polk & Church THERMAL		
	Front porch enhancements on Thermal 1	28 units, 20k x 6 bldgs	\$120,000	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$68,000.00
	AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA			AMP 230: CA16-P027-027 Site 235 Seventh St. MECCA		
	NO WORK		\$0	Walkway ADA compliance (REAC deficiency) - Convert / Improve any needed thresholds / step-downs / walkways to handicapped accessible		\$97,000.00



**ADMINISTRATIVE PLAN
FOR THE HOMEOWNERSHIP PROGRAM**

**Housing Authority of the
County of Riverside**

2012- DRAFT

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GENERAL PROVISIONS

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. CFR 982.625(c)(1)(i) enables the Housing Authority to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs.

The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The HACR is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR, in writing, of their needs. The reasonable accommodation request will be verified via a Licensed Professional and then reviewed by the HACR. The HACR will provide written notification of either the approval or denial of the reasonable accommodation request. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

A. FAMILY ELIGIBILITY REQUIREMENTS

The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Housing Choice Voucher participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

1. First-Time Homeowner

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home or have been included on a home loan. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first time homebuyers provided that three years have passed since homeownership ended.

2. Minimum Income Requirements

Calculation of income-eligibility for the purpose of admission to the HCV Homeownership Program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse and/or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than 50% of the Area Median Income (AMI) adjusted for the family size.

A family whose income does not meet the 50% AMI requirement, but does meet all other HP requirements, may request admission provided the family can demonstrate that the annual income is not less than the HUD minimum requirement established below:

- a. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- b. In the case of other families, the Federal minimum wage multiplied by 2,000.

In addition, a family that meets the applicable HUD minimum income requirement described above, but not the HACR minimum income limit of 50% AMI, shall be considered to satisfy the minimum income requirement only if:

- a. The family demonstrates that it has been pre-qualified or pre-approved for

- financing;
- b. The pre-qualified or pre-approved financing meets any HACR established requirements under 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
 - c. The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets HQS in the HACR's jurisdiction.

Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Once escrow has closed, employment by the adult member of the household that holds title to the home must continue at least 30 hours per week. Should an event arise that the homeowner loses employment a 90 day grace period will be granted for them to regain fulltime employment.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for HP. A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member. HACR and HUD minimum income requirements still apply.

The HACR's Executive Director and/or designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director and/or designee may also consider successive employment during the one-year period and self-employment in a business.

The family must still meet the overall minimum income requirements outlined in Section 2.

4. Minimum Down Payment Requirements

- a. The family must demonstrate the ability to provide a minimum of three percent **(3%)** down payment on the home.
- b. At least one percent **(1%)** of the **down payment** must come from the family's personal resources. CFR 982.625(g)(1)
- c. FSS participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

5. Other Program Requirements

- a. The family must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- b. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- c. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- d. All families will be required to complete a series of 15 workshops through Community Action IDA Program and provide verification of workshop completion. Working families will be required to complete the application process to gain entry into the IDA Program so they may earn a 2:1 match of savings. Workshops may include the following:
 - First Time Home Buyers Information
 - Lenders Language and Procedures
 - Home Safety: Fire and Earthquake
 - Selecting a Realtor and the Right Home
 - Basic Repair & Maintenance
 - Budgeting
 - Balancing Your Checkbook
 - Understanding Credit & Credit Cards
 - Credit Repair
 - Debt Management
 - Financial Planning
 - Borrowing Basics (basic concepts of loans)
- d. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved 8 hour homeownership and housing counseling program. At a minimum, the counseling will cover the following:
 - Home Maintenance
 - Budgeting and money management
 - Credit Counseling
 - Financing
 - Locating a home
 - Fair housing, predatory lending
 - Truth in lending, RESPA
- e. Family members may not owe any debt to the HACR or other Housing Authority. EIV will be run to determine if the family has/had owed any debts to any Housing Authority. If it is found that the family owes money to any Housing Authority, they will be disqualified from utilizing this program.
- f. The family must maintain good tenant standing with its landlord and the HACR. The family must provide a letter from their landlord when entering this program. The letter must certify that the family has paid rent on time for the past 12 months, is current

- with rent and has kept the rental unit in good repair (ie: no damage beyond normal wear and tear).
- g. The designated Head of Household must actively participate in the Family Self-Sufficiency (FSS) program with homeownership as one of the established goals.
 - h. The family must also:
 - Comply with HUD Family Obligations under the HCV Program. If the HA has mailed out one or more pre-termination appointments within the past 3 years for either failing to provide and/or other program violations, the family will be disqualified from utilizing the homeownership program until such time that this requirement is met;
 - Adhere to the requirements of their lease agreement;
 - Not have outstanding debts to the landlord or to any utility company;
 - Report all Household Income;
 - Pass the most recent Housing Quality Standards (HQS) inspection with no tenant-caused failure items.

B. Eligible Units

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the family is approved for homeownership. The family unit size will be determined as it is for the Housing Choice Voucher rental program.

1. Unit types

- a. One unit property (single family residence).
- b. A single dwelling unit in a cooperative, condominium or planned use development.
- c. A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- d. The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.
- e. The unit must pass HQS.

Depending on the unit size selected by the family, the HACR may approve the purchase of a unit up to one bedroom size larger than the authorized payment standard the family qualifies for and the unit must be deemed affordable (the family's portion cannot be higher than 50% of gross income).

2. HCV Housing Quality Standards

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs

that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

In the event the subject property receives a public complaint after escrow closes or is visibly in disrepair, the HACR reserves the right to conduct a HQS inspection.

3. Independent Inspection

The unit must be inspected by a certified independent inspector designated and paid by the family, and pre-approved by the HACR. The inspector must be a member of the California Real Estate Inspectors Association, the American Society of Home Inspectors, or the International Conference of Building Officials. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing
- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection. If the HACR or 3rd party (such as an entity providing down payment assistance) calls out additional repairs, the buyer will be required to pay a re-inspection fee to the certified inspector who completed the original home inspection.

4. Other Requirements for Eligible Units

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

C. Homeownership Confirmation Letter

Once approved for participation in the HCV HP, the family will be issued a confirmation letter subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- **Selection Period:** The family will be given **90 calendar days** to locate a home to purchase. Within two weeks prior to the end of the selection period, if the family has not yet selected a home, the family may submit a written request to the HACR for **one 30 day extension**. The extension request must include the reason for the

extension and outline the family's search efforts. The extension request will be reviewed and verified by the HACR and if an extension is granted, the family will receive a revised Confirmation Letter with the new Selection Period expiration date. Any extension granted is at the discretion of the HACR and the availability of funds to provide monthly mortgage assistance.

- After a home is chosen during the 90 day Selection Period, the family will be given **90 calendar days to open and close escrow**. The *opening* of escrow must occur no later than the last day of the Selection Period.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the Selection Period to wait for a period of one (1) year to re-apply for HP.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the Selection Period, the HACR may, at its discretion, allow the family to remain leased up under the HCV rental voucher.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the family may request an extension using the process outlined above in this paragraph under Selection Period.

D. Purchase Agreement

Prior to execution of the offer to purchase, or the Purchase Agreement, the financing terms must be provided by the family to the HACR for approval.

The Purchase Agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a certified inspection of the unit by an independent certified inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser.
- Provide that the purchaser is not obligated to pay for any necessary repairs.
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR, and
- Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation in accordance with 24 CFR Part 24.

E. Affordability

The purchase price of the home must be affordable to the family, as determined by the HACR and the Lender. The price shall be considered affordable if the monthly homeownership expenses payable by the family do not exceed fifty percent (50%) of the family's total monthly gross income.

F. Financing of Purchase

The family must allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt if the HACR determines that the debt is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that meets the following requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

G. Calculation of Homeownership Assistance Payment

Calculation of income for the purpose of determining income eligibility for admission to the program and/or determining the family's total tenant payment will be conducted under the guidelines for the HCV rental assistance program except as otherwise noted in this section.

1. Occupancy of Home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment

- standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home.
 - c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the Payment Standard in effect at the time of the reexamination as determined using the requirements of Section F(1)(b) of this plan. At no time will the HACR use a Payment Standard less than the initial Payment Standard at the close of escrow.
 - d. The HACR will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HP as for the rental voucher program.
 - e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
 - f. Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (g) below, must be less than (50%) of the family's total gross income.
 - g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (Mi/PMI), if applicable on initial mortgage debt and any refinancing of such debt,
 - Real estate taxes may not exceed 2%.
 - Utility allowance for the home as determined by the HACR.
 - h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the HACR has determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation for the disabled family.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- b. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

3. HAP Payment

- a. The HACR will pay the HAP according to the terms established in the agreement the HACR and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b. The HACR will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.
- c. Procedure for termination of homeownership assistance.
 - The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.
- d. Automatic termination of HAP.
 - Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

4. Income Changes

- a. Changes in income must be reported in writing within 10 days of the occurrence. Changes will be processed if they are anticipated to continue for sixty (60) or more days and is a monthly increase or decrease of \$100 or more. Once these changes have been verified, the HACR will process an interim to be applied, the first of the following month the change was reported.

H. Maximum Term of Homeownership Assistance

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. Except in the case of a family that qualifies as an elderly or disabled family, all families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined in Section G will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance in accordance with 682.634.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

I. Portability

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming Portable Families

- a. May purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. Must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- c. Must meet the education, counseling, and all other HP requirements of the HACR.
- d. Must be certified by initiating Housing Authority that the family is in good standing with that HA and Landlord.

The HACR must promptly notify the initial HA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

2. Outgoing Portable Families

Outgoing portable families need to adhere to the following:

- a. Purchase a unit within the receiving jurisdiction, provided they operate a homeownership program and they are accepting new homeownership families at the time of the purchase.
- b. Must meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. Must be certified by the initiating HACR that the family is in good standing with the Housing Authority and Landlord.
- d. The initiating HACR must promptly notify the HA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

J. Move with Continued Tenant-Based Assistance

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as no family member owns

any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years and the total of such assistance terms is subject to the maximum term described in this paragraph.

1. Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of Five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section N below.

2. Sale of Original HP Unit and Return to Tenant-Based Rental Assistance

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, Eighteen (18) months must have passed since the family's receipt of homeownership assistance.

K. Denial or Termination of Assistance

The HACR shall deny or terminate homeownership assistance for the family in accordance with the following:

- Failure to report all household income.
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements.
- Failure to comply with any HUD Family Obligations.
- Failure to meet the Housing Authority of the County of Riverside's Zero Tolerance Policy
- The family defaults on the mortgage(s).

L. Recapture

The HACR will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HP recapture provision does not apply to any other program funds that may be used in the transaction.

M. Program Size and Waiver or Modification of Homeownership Policies

The Executive Director (ED) of the HACR, and/or designee shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives. The ED and/or designee may limit homeownership assistance to families in accordance of CFR 982.626 (b).

For fiscal year 2011-2012, the HACR has established a homeownership assistance limit of no more than 16 families.



**ADMINISTRATIVE PLAN
FOR THE HOMEOWNERSHIP PROGRAM**

**Housing Authority of the
County of Riverside**

2012- DRAFT

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The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR, in writing, of their needs. The reasonable accommodation request will be verified via a Licensed Professional and then reviewed by the HACR. The HACR will provide written notification of either the approval or denial of the reasonable accommodation request. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

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The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Housing Choice Voucher participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

1. First-Time Homeowner

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home or have been included on a home loan. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first time homebuyers provided that three years have passed since homeownership ended.

2. Minimum Income Requirements

Calculation of income-eligibility for the purpose of admission to the HCV Homeownership Program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse and/or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than 50% of the Area Median Income (AMI) adjusted for the family size.

A family whose income does not meet the 50% AMI requirement, but does meet all other HP requirements, may request admission provided the family can demonstrate that the annual income is not less than the HUD minimum requirement established below:

- a. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- b. In the case of other families, the Federal minimum wage multiplied by 2,000.

In addition, a family that meets the applicable HUD minimum income requirement described above, but not the HACR minimum income limit of 50% AMI, shall be considered to satisfy the minimum income requirement only if:

- a. The family demonstrates that it has been pre-qualified or pre-approved for

- financing;
- b. The pre-qualified or pre-approved financing meets any HACR established requirements under 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
 - c. The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets HQS in the HACR's jurisdiction.

Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Once escrow has closed, employment by the adult member of the household that holds title to the home must continue at least 30 hours per week. Should an event arise that the homeowner loses employment a 90 day grace period will be granted for them to regain fulltime employment.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for HP. A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member. HACR and HUD minimum income requirements still apply.

The HACR's Executive Director and/or designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director and/or designee may also consider successive employment during the one-year period and self-employment in a business.

The family must still meet the overall minimum income requirements outlined in Section 2.

4. Minimum Down Payment Requirements

- a. The family must demonstrate the ability to provide a minimum of three percent **(3%)** down payment on the home.
- b. At least one percent **(1%)** of the **down payment** must come from the family's personal resources. CFR 982.625(g)(1)
- c. FSS participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

5. Other Program Requirements

- a. The family must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- b. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- c. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- d. All families will be required to complete a series of 15 workshops through Community Action IDA Program and provide verification of workshop completion. Working families will be required to complete the application process to gain entry into the IDA Program so they may earn a 2:1 match of savings. Workshops may include the following:
 - First Time Home Buyers Information
 - Lenders Language and Procedures
 - Home Safety: Fire and Earthquake
 - Selecting a Realtor and the Right Home
 - Basic Repair & Maintenance
 - Budgeting
 - Balancing Your Checkbook
 - Understanding Credit & Credit Cards
 - Credit Repair
 - Debt Management
 - Financial Planning
 - Borrowing Basics (basic concepts of loans)
- d. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved 8 hour homeownership and housing counseling program. At a minimum, the counseling will cover the following:
 - Home Maintenance
 - Budgeting and money management
 - Credit Counseling
 - Financing
 - Locating a home
 - Fair housing, predatory lending
 - Truth in lending, RESPA
- e. Family members may not owe any debt to the HACR or other Housing Authority. EIV will be run to determine if the family has/had owed any debts to any Housing Authority. If it is found that the family owes money to any Housing Authority, they will be disqualified from utilizing this program.
- f. The family must maintain good tenant standing with its landlord and the HACR. The family must provide a letter from their landlord when entering this program. The letter must certify that the family has paid rent on time for the past 12 months, is current

- with rent and has kept the rental unit in good repair (ie: no damage beyond normal wear and tear).
- g. The designated Head of Household must actively participate in the Family Self-Sufficiency (FSS) program with homeownership as one of the established goals.
 - h. The family must also:
 - Comply with HUD Family Obligations under the HCV Program. If the HA has mailed out one or more pre-termination appointments within the past 3 years for either failing to provide and/or other program violations, the family will be disqualified from utilizing the homeownership program until such time that this requirement is met;
 - Adhere to the requirements of their lease agreement;
 - Not have outstanding debts to the landlord or to any utility company;
 - Report all Household Income;
 - Pass the most recent Housing Quality Standards (HQS) inspection with no tenant-caused failure items.

B. Eligible Units

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the family is approved for homeownership. The family unit size will be determined as it is for the Housing Choice Voucher rental program.

1. Unit types

- a. One unit property (single family residence).
- b. A single dwelling unit in a cooperative, condominium or planned use development.
- c. A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- d. The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.
- e. The unit must pass HQS.

Depending on the unit size selected by the family, the HACR may approve the purchase of a unit up to one bedroom size larger than the authorized payment standard the family qualifies for and the unit must be deemed affordable (the family's portion cannot be higher than 50% of gross income).

2. HCV Housing Quality Standards

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs

that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

In the event the subject property receives a public complaint after escrow closes or is visibly in disrepair, the HACR reserves the right to conduct a HQS inspection.

3. Independent Inspection

The unit must be inspected by a certified independent inspector designated and paid by the family, and pre-approved by the HACR. The inspector must be a member of the California Real Estate Inspectors Association, the American Society of Home Inspectors, or the International Conference of Building Officials. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing
- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection. If the HACR or 3rd party (such as an entity providing down payment assistance) calls out additional repairs, the buyer will be required to pay a re-inspection fee to the certified inspector who completed the original home inspection.

4. Other Requirements for Eligible Units

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

C. Homeownership Confirmation Letter

Once approved for participation in the HCV HP, the family will be issued a confirmation letter subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- **Selection Period:** The family will be given **90 calendar days** to locate a home to purchase. Within two weeks prior to the end of the selection period, if the family has not yet selected a home, the family may submit a written request to the HACR for **one 30 day extension**. The extension request must include the reason for the

extension and outline the family's search efforts. The extension request will be reviewed and verified by the HACR and if an extension is granted, the family will receive a revised Confirmation Letter with the new Selection Period expiration date. Any extension granted is at the discretion of the HACR and the availability of funds to provide monthly mortgage assistance.

- After a home is chosen during the 90 day Selection Period, the family will be given **90 calendar days to open and close escrow**. The *opening* of escrow must occur no later than the last day of the Selection Period.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the Selection Period to wait for a period of one (1) year to re-apply for HP.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the Selection Period, the HACR may, at its discretion, allow the family to remain leased up under the HCV rental voucher.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the family may request an extension using the process outlined above in this paragraph under Selection Period.

D. Purchase Agreement

Prior to execution of the offer to purchase, or the Purchase Agreement, the financing terms must be provided by the family to the HACR for approval.

The Purchase Agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a certified inspection of the unit by an independent certified inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser.
- Provide that the purchaser is not obligated to pay for any necessary repairs.
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR, and
- Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation in accordance with 24 CFR Part 24.

E. Affordability

The purchase price of the home must be affordable to the family, as determined by the HACR and the Lender. The price shall be considered affordable if the monthly homeownership expenses payable by the family do not exceed fifty percent (50%) of the family's total monthly gross income.

F. Financing of Purchase

The family must allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt if the HACR determines that the debt is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that meets the following requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

G. Calculation of Homeownership Assistance Payment

Calculation of income for the purpose of determining income eligibility for admission to the program and/or determining the family's total tenant payment will be conducted under the guidelines for the HCV rental assistance program except as otherwise noted in this section.

1. Occupancy of Home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment

- standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home.
 - c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the Payment Standard in effect at the time of the reexamination as determined using the requirements of Section F(1)(b) of this plan. At no time will the HACR use a Payment Standard less than the initial Payment Standard at the close of escrow.
 - d. The HACR will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HP as for the rental voucher program.
 - e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
 - f. Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (g) below, must be less than (50%) of the family's total gross income.
 - g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (Mi/PMI), if applicable on initial mortgage debt and any refinancing of such debt,
 - Real estate taxes may not exceed 2%.
 - Utility allowance for the home as determined by the HACR.
 - h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the HACR has determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation for the disabled family.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- b. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

3. HAP Payment

- a. The HACR will pay the HAP according to the terms established in the agreement the HACR and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b. The HACR will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.
- c. Procedure for termination of homeownership assistance.
 - The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.
- d. Automatic termination of HAP.
 - Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

4. Income Changes

- a. Changes in income must be reported in writing within 10 days of the occurrence. Changes will be processed if they are anticipated to continue for sixty (60) or more days and is a monthly increase or decrease of \$100 or more. Once these changes have been verified, the HACR will process an interim to be applied, the first of the following month the change was reported.

H. Maximum Term of Homeownership Assistance

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. Except in the case of a family that qualifies as an elderly or disabled family, all families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined in Section G will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance in accordance with 682.634.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

I. Portability

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming Portable Families

- a. May purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. Must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- c. Must meet the education, counseling, and all other HP requirements of the HACR.
- d. Must be certified by initiating Housing Authority that the family is in good standing with that HA and Landlord.

The HACR must promptly notify the initial HA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

2. Outgoing Portable Families

Outgoing portable families need to adhere to the following:

- a. Purchase a unit within the receiving jurisdiction, provided they operate a homeownership program and they are accepting new homeownership families at the time of the purchase.
- b. Must meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. Must be certified by the initiating HACR that the family is in good standing with the Housing Authority and Landlord.
- d. The initiating HACR must promptly notify the HA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

J. Move with Continued Tenant-Based Assistance

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as no family member owns

any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years and the total of such assistance terms is subject to the maximum term described in this paragraph.

1. Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of Five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section N below.

2. Sale of Original HP Unit and Return to Tenant-Based Rental Assistance

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, Eighteen (18) months must have passed since the family's receipt of homeownership assistance.

K. Denial or Termination of Assistance

The HACR shall deny or terminate homeownership assistance for the family in accordance with the following:

- Failure to report all household income.
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements.
- Failure to comply with any HUD Family Obligations.
- Failure to meet the Housing Authority of the County of Riverside's Zero Tolerance Policy
- The family defaults on the mortgage(s).

L. Recapture

The HACR will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HP recapture provision does not apply to any other program funds that may be used in the transaction.

M. Program Size and Waiver or Modification of Homeownership Policies

The Executive Director (ED) of the HACR, and/or designee shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives. The ED and/or designee may limit homeownership assistance to families in accordance of CFR 982.626 (b).

For fiscal year 2011-2012, the HACR has established a homeownership assistance limit of no more than 16 families.



STATEMENT OF POLICIES

Admission Policy Continued Occupancy Policy Procedures for Low Income Public Housing

Revised Effective July 1, 2012



STATEMENT OF POLICIES

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Notice

A. Introduction:

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. Administration of the Affordable Public Housing Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Public Housing Regulations as well as federal, state and local fair housing laws and regulations. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

B. Service Policy/Accommodations

This policy is applicable to all situations described in this ~~Administrative Plan~~ **Statement of Policies** when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

C. Translation of Documents

The Housing Authority will translate documents into other languages when feasible.

D. Family Outreach

It is the goal of the HA to assure that participating families in the program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, and by other suitable means (such as distributing information to non-profit agencies within the county).

E. Privacy Rights and Providing Information to Others

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information. A signed authorization of release of information **is** required for release of information to interested parties.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff.

F. Equal Opportunity

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

G. Rules and Regulations

This ~~Administrative Plan~~/Statement of Policies is set forth to define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Public Housing not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law.

H. Jurisdiction

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

I. Monitoring Program Performance, Inspections, Asset Management

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. The HA has converted successfully to Asset Management and will continue to monitor and operate its PH developments to comply with any applicable laws, regulations and guidelines in relation to Asset Management. It is the agency's objective to receive the highest rating from HUD using the Public Housing Assessment System (PHAS) or other HUD system.

Inspections will be conducted to ensure that units meet Uniform Physical Condition Standards (UPCS) in accordance with the Code of Federal Regulations 24 CFR Part 5, **Subpart G—Physical Condition Standards and Inspection Requirements** SOURCE: 63 FR 46577, Sept. 1, 1998, unless otherwise noted. **§ 5.701 Applicability.** (a) This subpart applies to housing assisted under the HUD programs listed in 24 CFR 200.853(a). (b) This subpart applies to housing with mortgages insured or held by HUD, or housing that is receiving assistance from HUD, under the programs listed in 24 CFR 200.853(b). (c) This subpart also applies to Public Housing (housing receiving assistance under the U.S. Housing Act of 1937, other than under section 8 of the Act). (d) For purposes of this subpart, the term "HUD housing" means the types of housing listed in paragraphs (a), (b), and (c) of this section. [63 FR 46577, Sept. 1, 1998, as amended at 65 FR 77240, Dec. 8, 2000] **Office of the Secretary, HUD § 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).** HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in § 5.701(a), mortgagors of housing described in § 5.701(b), and PHAs and

other entities approved by HUD owning housing described in § 5.701(c), must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair. These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations. (a) *Site*. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards. (b) *Building exterior*. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair. (c) *Building systems*. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair. (d) *Dwelling units*. (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair. (2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities). (3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste. (4) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit. (e) *Common areas*. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities. (f) *Health and safety concerns*. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.

The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35). (g) *Compliance with State and local codes.* The physical condition standards in this section do not supersede or preempt State and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

§ 5.705 Uniform physical inspection requirements.

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually in accordance with HUD-prescribed physical inspection procedures. The inspection must be conducted annually unless the program regulations governing the housing provide otherwise or unless HUD has provided otherwise by notice. [65 FR 77240, Dec. 8, 2000]

Note: The PHA will inspect units at least once per **calendar** year, not once per fiscal year as was previously required.

J. PROGRAM INTEGRITY MONITORING (PIM)

The ~~Housing Authority of the County of Riverside~~ HA administers Program Integrity Monitoring (PIM). The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Appendix N)

PIM also staffs a toll-free fraud hotline [(800) 300-0439]. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is available through the internet web site, as a telephone option when calling the office and Housing Authority newsletters.

K. Requests for Information from Files

The HA will make records available to individuals and organizations with legitimate purposes. In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$30 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.

L. Code of Conduct

All employees are expected to abide by the Code of Conduct for the ~~Housing Authority~~ HA, which is included as Exhibit M of this document.

SECTION I. DEFINITION OF TERMS

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter. A spouse or co-head away in the military are still considered members of the household and their income is included in annual income, except hostile fire pay.

Adjusted Income (annual income less): **(24 CFR Part 5, Subpart F)**

1. Family Income means Total Annual Income less deductions and exemptions specified below and anticipated during the twelve-month period for which Total Family Income is estimated. Such deductions are to be applied uniformly to all Families.

- a) A deduction of \$400 for elderly families (whose head, spouse/co-head, or sole member is a person who is at least 62 years of age), and for disabled families (whose head, spouse/co-head, or sole member is a person with disabilities).
- b) A deduction for extraordinary medical expenses, for elderly and disabled families as defined for this purpose to mean medical expenses in excess of 3% of total family income, where not compensated for or covered by insurance.
- c) A deduction for reasonable expenses in excess of 3% of total family income that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. The medical *and* disability assistance expense threshold is a combined total amount of 3% of total family income
- d) A deduction for *reasonable* childcare expenses for the care of children age 12 and younger provided the care is necessary to enable a family member to: work, look for work, or further his education; the expense is not reimbursed by an agency or individual outside the household; and the expenses incurred to enable a family member to work do not exceed the amount earned.
- e) A deduction of \$480 for each member of the family residing in the household (other than the head or spouse/co-head or foster child) who is: under eighteen years of age; a person with disabilities; or a full-time student. A head of household, spouse/co-head, foster child, or live-in aide may *never* be counted as a dependent. A full-time student is one carrying a full time subject load (as defined by the institution) at an institution with a degree or certificate program.

Admission:

The effective date that the family first becomes a participant, resident or tenant under the program, the same date as the initial lease effective date. In the case of adding an adult, the date that the adult is added with PHACR consent is considered that persons date of admission. The admission date to the program does not change when a resident transfers units, they keep their original admission date of when they where first housed under the program.

Alcohol Abuse:

The HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three (3) year period.

Annual Income (24 CFR Part 5 Subpart F):

- (a) Annual Income is the anticipated total income from all sources received by the family head and spouse/co-head (even if temporarily absent) and by each additional member of the family residing in the household who is at least eighteen years of age, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph (c) of this section, and exclusive of certain other types of income specified in paragraph (d) of this section.
- (b) Annual Income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
 - (3) Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
 - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation, severance pay, and welfare assistance payments (but see paragraph (c) (3) of this section).
 - (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - (7) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse/co-head, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section);
 - (8) Any earned income tax credit to the extent it exceeds income tax liability;
 - (9) Payments to the head of the household for support of a minor, or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support.
- (c) Annual Income does not include:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults;
 - (3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's Compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in-aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) The following:
 - a) Amounts received under training programs funded by HUD;
 - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 9) Temporary, nonrecurring, or sporadic (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (PIH Notices 2000-1; [2008-26](#); [2009-19](#); [2010-38](#)).
- 10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse/co-head);
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) (Reserved)
- 14) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- 16) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

- 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- d). If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal, or cyclic income) or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Applicant (or applicant family):

A family that has applied for admission to a program, but is not yet a participant in the program.

Assets:

(See Net Family Assets.)

Bifurcation of Lease:

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B)), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment or the amount of the employment that is counted as income in the determination of rent.

Child Custody:

Children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents claim the child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age child as a dependent.

Citizen:

A citizen or national of the United States.

Co-head:

A co-head is one additional adult in the household who is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have one spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition

of a “family”—“two or more persons living together”).

Community Service:

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program. In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

Continuously Assisted:

If the family is already receiving assistance under any 1937 Housing Act program when admitted to the program, then the applicant is considered continuously assisted under the 1937 Housing Act.

Covered Person:

A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

Dating Violence:

Violence committed by a person:

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent:

A member of the family household (excluding foster children/foster adults/live-in aides) other than the head of household or spouse/co-head who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse/co-head, foster child or adult, or live-in aide shall never be considered a dependent.

Disability Assistance Expense:

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

Disabled person

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** amended in 1988: "Handicap is defined as a person with a physical and/or mental impairment which substantially limits one or more major life activities, a person having a record of such an impairment, or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance."

Disallowance of Earned income from rent determinations:

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (3) whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR 960.255). Admission applies to original admission date to program or admission of any other individual to an already assisted unit at any time. Persons added to the assisted unit are not eligible for Earned Income Disallowance at the time they are admitted but may at a

later date if they meet the qualifications for Disallowance and have a new qualifying event.

Displaced:

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Domestic Violence:

Includes felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head 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.

Drug:

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity:

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Elderly/Disabled Family:

A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

Elderly Person:

A person who is at least 62 years old.

Eligible Non-Citizen:

A person who is neither a citizen nor a national of the United States that has eligible immigration status as defined by HUD.

Employment:

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

Evidence of Citizenship:

Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

Excess Medical Expenses:

Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

Extreme Elderly Person:

A person who is at least 75 years old

Extremely Low Income:

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Family:

The applicant must qualify as a family. A family may be a single (one) person or a group of persons.

1. The term "family" means:
 - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
 - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
 - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
 - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
 - e. A single (one) elderly (62 years of age or older) or a single (one) disabled person; or
 - f. A single (one) displaced person; or
 - g. Any "other single (one)" person
 - h. For Continued Occupancy purposes only, the remaining member of a tenant family

Family of Veteran or Service Person:

A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

Flat Rent:

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined annually. The Flat Rent amount for "mixed" families is prorated. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Foster Child/Adult:

A child/adult whose care, comfort, education, and upbringing has been left to persons other than his natural parents and who has been placed in the home by the court or a government agency. All foster care income of is excluded. A foster child/adult is not eligible for continued occupancy as a remaining member as they are not considered a family member as defined by regulations.

Full-Time Student:

A person (excluding head of household or spouse/co-head) who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gainful Employment:

Employed and working an average of 32 hours per week.

HA:

A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" or "PHA" throughout this document.

Head of Household:

The "head of the household" is that family member who is held responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

Homeless:

Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A person or persons residing on a temporary basis with a family member or other person is not considered homeless.

Housing Agency:

A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HUD:

The U.S. Department of Housing and Urban Development.

HUD Requirements:

HUD requirements for the Section 8 programs, which includes the Affordable Public Housing Program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

Immediate Family Member:

A spouse/co-head, parent, brother or sister, or child of the person, or an individual to whom that

person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Asset:

Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

Imputed Asset Income:

HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

Imputed Welfare Income:

The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or failure to comply with a work activities requirement. The difference is included in household income whether actually received by the family or not. Imputed Welfare Income is not included at initial admission to the program.

Income:

Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

Income for Eligibility:

Annual Gross Income.

Live in Aide:

A person who resides with person(s) (on a 24 hour basis) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aide Addendum to the Lease and must be verified annually. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.
- Is currently receiving rental assistance under any federally subsidized rental assistance program.
- If the live-in aide would not be living in the unit except to provide the necessary supportive services (i.e. parent of a child).
- A PHA may only approve one additional bedroom for a live- in aide. Although a live-in

aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that occupancy standards and UPCS will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with PHA occupancy standards. If the approval of additional family members of a live- in aide would result in the violation of UPCS or the PHA occupancy standards, the additional family members of the live- in aide may not be approved. PIH 2010-51 (HA)

Local Preference:

A preference used by the HA to select among applicant families.

Low Income Family:

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Medical Expense:

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance or any other source. Out of pocket medical expenses are deducted for qualified disabled and elderly families only.

Military Services of the United States:

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

Minimum Rent:

\$50 monthly rent less the utility allowance deduction.

Minor:

A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

Mixed Family:

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income:

One-twelfth of adjusted annual income.

Monthly Income:

One-twelfth of annual income.

National:

A person who owes permanent allegiance to the United States, for example, as a result of birth in

a United States territory or possession.

Net Family Assets:

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under the control of, any member of the family or household, the value of the Trust fund will not be considered an asset, so long as the fund continues to be held in trust. Any income distributed from the Trust fund shall be counted when determining Annual Income under paragraph U of this section. In determining Net Family Assets, the PHA shall include the value of any assets over \$2,000 disposed of by an applicant or tenant for less than Fair Market Value (including a disposition in Trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than Fair Market Value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Citizen:

A person who is neither a citizen nor national of the United States.

Non-citizen students.

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

Nucleus Family:

All family members at the time of initial application (Intake) plus any members added by marriage, birth, adoption, or court awarded custody. The nucleus family excludes foster children/adults and live-in aides.

Occupancy Standards:

Standards established by an HA to determine the appropriate number of bedrooms for households. The occupancy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

Participant:

A family that has been admitted to the HA's Public Housing program. The family becomes a participant on the effective date of the initial lease is first executed by the HA for the family.

Preference:

See Local Preference.

Premises:

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed:

Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Pro-ration of Assistance for “Mixed” Families

Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens. Pro-rated assistance is calculated using the flat rent of the unit, total tenant payment, housing maximum rent (according to unit bedroom size), number of family members with eligible immigration status, number of family members without eligible immigration status and the utility allowance calculation.

Public Housing Agency (PHA):

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

Reasonable accommodation:

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient’s designated medical professional. There must be a nexus between the requested accommodation and the disability. The family may be required to pay for the cost of the reasonable requested accommodation/modification as determined by the HA.

Remaining Member:

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member’s status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

Rent Burdened:

Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable.

Residency Preference:

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work in the County of Riverside (head/spouse/co-head or sole member of the household is employed) or have been notified they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Responsible Entity:

The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

Secretary:

The Secretary of Housing and Urban Development

Service Person:

A person in the active military or naval service (including the active reserve) of the United States.

Single Person:

A person living alone or intending to live alone.

Spouse:

Spouse means the husband or wife of the head of the household. PHA's are directed to follow HUD's guidance when applying policy: The Defense of Marriage Act (DOMA), Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 7 states: "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is husband and wife."

Public Law 104-199 § 3(a) appears intentionally broad and prohibits the recognition of same-sex marriage for any federal program, even if state law recognizes such a union. DOMA provides for no exceptions.

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937.

Stalking:

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and 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/co-head or intimate partner of that person.

Temporary Financial Hardship:

Decrease of income lasting less than 60 days.

Tenant:

The Head of Household and other household members residing in the assisted unit with PHA written consent. A live-in aide or foster child is not a household member. A tenant is also referred to as a Resident or Participant.

Tenant Rent:

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA. Pro-ration of

assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Total Tenant Payment:

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Minimum Rent of \$50.00

Transitional Housing:

A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

Uniform Physical Condition Standards (UPCS):

Standards established by HUD intended to ensure that public housing units are decent, safe, sanitary and in good repair.

Unit:

Residential space for the private use of a family.

Utilities:

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television services are not included as utilities.

Utility Allowances:

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement also known as Utility Assistance Payment (UAP):

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. An Utility Reimbursement is not paid for a Public Housing family that is paying Flat Rent.

VAWA: Violence Against Women Act.

Very Low-Income Family:

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran:

A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

Waiting List:

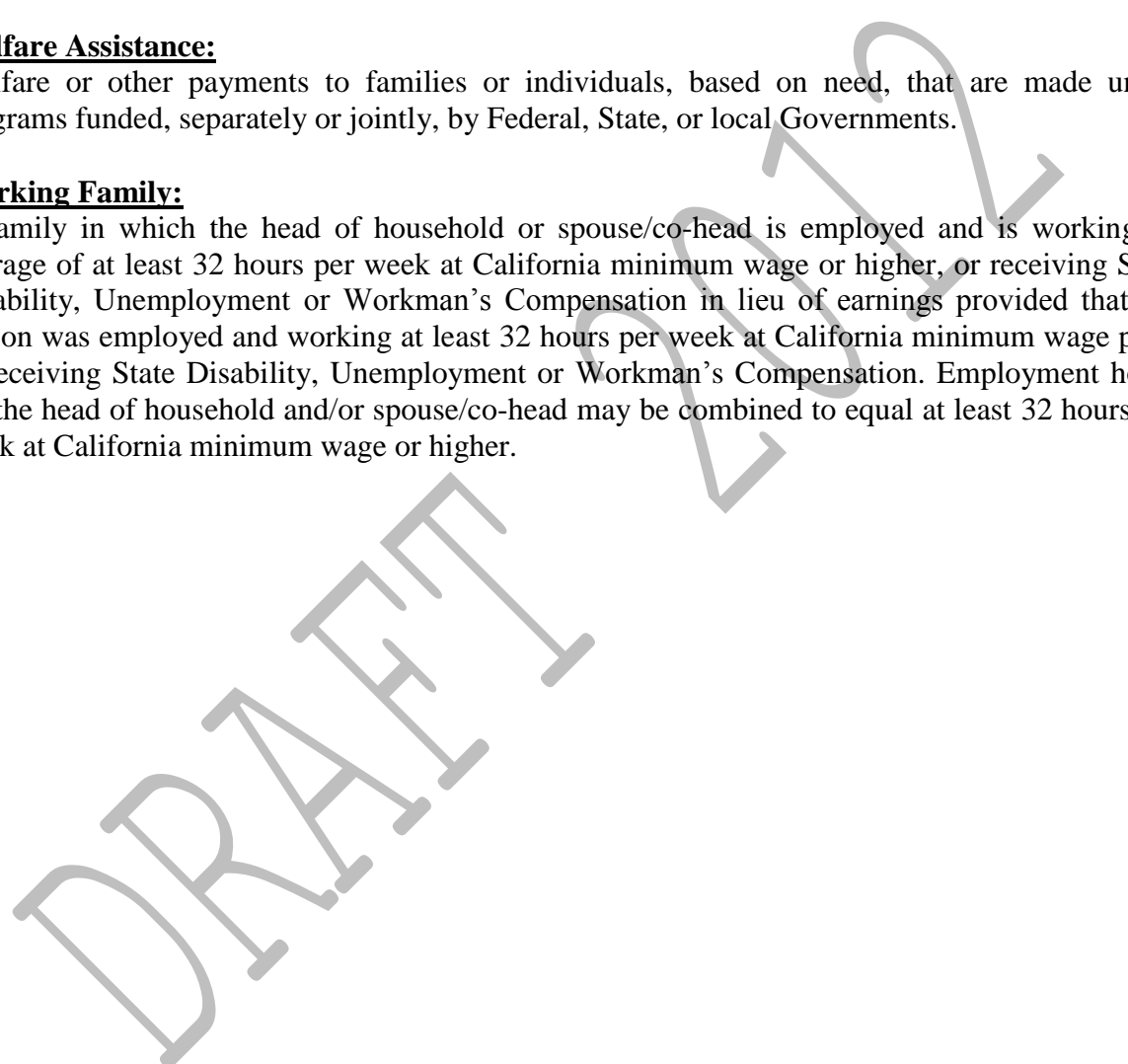
A list of families organized according to HUD regulations and HA policy who are waiting for subsidy/unit to become available.

Welfare Assistance:

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

Working Family:

A family in which the head of household or spouse/co-head is employed and is working an average of at least 32 hours per week at California minimum wage or higher, or receiving State Disability, Unemployment or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving State Disability, Unemployment or Workman's Compensation. Employment hours for the head of household and/or spouse/co-head may be combined to equal at least 32 hours per week at California minimum wage or higher.



SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY

A. Eligibility for Admission

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are non-citizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as “a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by any agency of these governments.” Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units. **24CFR 960 Subpart E, 505 (a)(b)**

In order to determine the applicant’s suitability as a tenant, the HA will run credit checks with the applicant’s written release. The applicant’s criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.

B. Selection of Tenants

Governing Conditions

- a. Our Public Housing and Bond Programs operate in compliance with State and Federal Fair Housing Guidelines. We do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation. The following screening criteria applies to all applicants.

- b. In selecting tenants from among eligible applicant families of the size and composition appropriate to available dwelling units, the Authority will take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating a socially and financially sound public housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be in such a manner as:
 - (1) To avoid concentrations of the most economically and socially deprived families in one or all of the project(s) operated by the PHA.
 - (2) To preclude admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the tenants or the project environment.
 - (3) To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of very low income families in the PHA's area of operation as defined by state law.
 - (4) To comply with the targeting requirement set forth in 24 CFR 960.202 (b) as follows:

Targeting admissions to extremely low income families— (1) Targeting requirement.

(i) Not less than 40 percent of the families admitted to a PHA's public housing program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. This is called the "basic targeting requirement." (ii) To the extent provided in paragraph (b)(2) of this section, admission of extremely low income families to the PHA's Section 8 voucher program during the same PHA fiscal year is credited against the basic targeting requirement. (iii) A PHA must comply with both the targeting requirement found in this part and the deconcentration requirements found in part 903 of this chapter. **(2) Credit for admissions to PHA voucher program.** (i) If admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of this section) against the PHA's basic targeting requirement for the same fiscal year. (ii) The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of: (A) Ten percent of public housing waiting list admissions during the PHA fiscal year; (B) Ten percent of waiting list admission to the PHA's Section 8 tenant based assistance program during the PHA fiscal year; or (C) The number of qualifying low income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family. **(24 CFR 960.202)**

Documentation

In addition to our program application and necessary documentation, applicants need to provide the following items:

- Valid Driver's License or State Identification Card, Passport, or other form of photo ID
- All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the inclusion of household members at least 6 years of age or under the age of 6 who **has an assigned SSN**, the applicant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add or include the household member, during interim and/or annual re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Those without eligible immigration status are required to sign a declaration indicating their immigration status. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.
- Verification of all sources of income

Public Housing applicants will also have to provide:

- Fully completed Eligibility Questionnaire
- Birth Certificates or other proof of birth for all family members who will be residing in the unit

All information provided must be true and complete. All application materials must be signed by all household members aged 18 years or older.

Criminal History

The Housing Authority has a Zero Tolerance Policy for criminal activity. Criminal checks are run for every family member aged 18 years or older. Applications will be denied for either drug-related criminal activity or violent criminal activity or any other criminal activity that could prove to be detrimental to the health and safety or right to peaceful enjoyment of the other residents. Persons convicted of offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Housing Authority policy and Code of Federal Regulations states that there does not need to be a conviction, just a preponderance of evidence. (24 CFR 5.861)

- Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission for a three year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy. [24 CFR 5.854 (a), 24 CFR 960.204(a)]

- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing. [24 CFR 204 (a)(3)]
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied. (24 CFR 5.856, 24 CFR 960.204 (a) (4))
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking provided the victim takes the necessary steps to protect themselves, members of their household and other residents from the perpetrator(s) of the criminal activity discussed in this bulleted item. Necessary steps may include (but is not limited to) police contact, a restraining order (temporary and permanent) with a move-out order. Note: The move-out order portion of the restraining order is not required if the perpetrator was not residing in the unit.

Credit History

Credit checks are conducted to determine the applicant's history of meeting financial obligations and the monetary commitments that are outstanding which may affect eligibility or ability to pay under a rental agreement.

Applicants who owe any PHA money will be denied admission unless the debt is paid in full. The PHA may, at its discretion, enter into a repayment agreement with an applicant.

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied. An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in where they were either sole or part owner of has been foreclosed upon, provided they meet all other requirements.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than eight (8) negative accounts within the most recent three years (3), and no more than one of those may be unpaid utility accounts (gas, electric, water, trash or sewer). Documented cases of negative credit caused by a job loss/closure within the last year (from the date of processing) will be considered with satisfactory verifications as determined by the PHA.

Applicants with no credit history at all may be considered.

In evaluating credit, medical accounts and student loan accounts will not be included.

To allow for the establishment of positive credit, in cases where it is clear that the applicant has in the most recent two years established positive credit, and all negative accounts are older than

two years, the most recent history will be given the greater weight.

In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

Reasonable accommodations for persons with disabilities will be considered, if requested, to determine whether there is a nexus to the disability and unsatisfactory credit items provided the applicant meets the rental history requirements contained in this applicant screening criteria section.

Rental History

Applicants must, to the best of their ability, supply a complete rental history for the past 5 years. Gaps in rental history must be explained. Landlord references will be checked for the full 5 years whenever possible. Listed addresses and landlord information may be cross-checked by other means.

Applicants will be denied for negative rental history such as: evictions, damage to property, lease violations including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in, where they were either sole or part owner of, has been foreclosed upon, provided they meet all other requirements.

Fraud

Applicants that have committed fraud, intentionally deceiving any housing authority or other federally assisted housing program, will be prohibited from participating in the program.

Denials

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

The PHA shall promptly notify an applicant determined to be ineligible for admission of the basis therefore and to provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an Informal Review on such determination; and to promptly notify an applicant determined to be eligible of the approximate date he can be housed, insofar as that date can be reasonably determined.

Preferences

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal Regulations, in each category below, from the families that meet all preferences, the Housing

Authority will release families to result in a successful occupancy. At the discretion of the Housing Authority, a selection may be made from registrants meeting the extraordinary local preference.

Extraordinary Local Preference

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Witness Relocation, Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts), Foster Care Youth (A program of the Council for Youth Development), **families whose head of household or co-head are 75 years of age and older**; registrants displaced by government action or emergency as certified by a city, county or state agency official, etc. (executive level or above). The approval of the Director or designee is necessary for an extraordinary local preference. **CFR 960.206 (a)(1)(2).**

First Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless
- 3) Working Families with dependent minor children or Elderly families or Disabled families
- 4) Qualified veterans and/or qualified families 75 years of age and older do not have to meet the rent-burdened or homeless preference.

Second Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working Families with dependent minor children, or Elderly families or Disabled families

Third Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless and
- 3) Non-Working families with dependent or minor children, or Non-Elderly families or Non-Disabled families

Fourth Level

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working families without dependent minor children, and Non-working families without dependent minor children.

Within the preference groups set forth above, when two or more applicants each need the same size and type of unit (based on the PHA's occupancy standards) and each having the same selection preferences or preferences of equal weight and the income range desired to maintain a broad cross-section being the same, date and time of application, and date of deposit submitted, will be the determinant.

Within the preference groups set forth above, to be considered a family with children, an adult household member must have legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody.

C. Income Limits

The Income Limits for admission to the public housing project(s) are those published by the Department of Housing and Urban Development in the Code of Federal Regulations (see Exhibit A).

D. Family Choice in Rents

Authority for Family to Select

Each family residing in a public housing unit will elect annually whether the rent paid by such family shall be determined by the flat rent rate or income-based rent. This choice will be offered at initial lease up and annually at the time of the annual reexamination or annual flat rent update. The PHA has established a minimum rent of \$50.

Flat Rents

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

2. Is based on the rental value of the unit, as determined by the PHA; and
3. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts and
4. Does not include a utility allowance.

The PHA shall review the income of families paying flat rent not less than once every 3 years.

Income-Based Rents

The monthly Total Tenant Payment amount for a family with no ineligible non-citizens shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income or
- 10 percent of the family's monthly income
- \$50.00 minimum rent

There is a minimum rent of \$50 for public housing participants. The amount of rent is determined by the family's income according to the regulations or if the family has so selected, based on the flat rent.

Switching Rent Determination Methods Because Of Hardship Circumstances:

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during (1) situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance; (2) an increase in the family's expenses for medical costs, child care, transportation, education, or similar items; and such other situations as may be determined by the PHA. The rental policy developed by the PHA encourages and rewards employment and self-sufficiency. The family may not switch more than once during the year. Once a family has requested, and been granted, a change in the form of rent (flat rent or income-based rent), that

family will not be allowed to change the form of rent again until their next regularly scheduled re-examination.

Flat rents are structured like market rents. The family may only select flat rent at initial lease up or once annually at their regularly scheduled re-examination. The following rents are the base rent without regard to utility allowances. To get the gross rent the appropriate bedroom size utility allowance would be added to the flat rent figures.

Minimum Rent:

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death of a household member (member of assisted unit) has occurred in the family; and
- (v) Other circumstances determined by the PHA or HUD.

What happens if family requests a hardship exemption?

- (A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.
- (B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
- (C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
- (D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).

Security Deposit:

The tenant will be charged a deposit on the unit that is appropriate based on the Flat Rental Value of the Unit as determined by the PHA. The standard security deposit is equal to one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size plus any addition to the security deposit of any pet deposit, waterbed deposit and/or gate card as applicable as determined by the PHA (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents). The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit. (Note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment). The required security deposit amount as outlined above applies to all new residents and active residents effective 07/01/2012.

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA will give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount. Upon one or more household members vacating the unit (but not all household members) the full security deposit will be forfeited by the vacating members and will remain on file with the PHA until such a time that all household members vacate the unit. At that time the Security Deposit will be accounted for in accordance with state law as stated above.

E. West County Flat Rents

Project 006/012	34th Street	2 bedroom	\$900
Project 007	Jackson Street	1 bedroom	\$850
		2 bedroom	\$1000
Project 011/014	Broadway Street	2 bedroom	\$900
Project 013	Fairview Street	2 bedroom	\$850
Project 015	Idyllwild Street	2 bedroom	\$800
Project 016/020	Gloria Street	1 bedroom	\$850
		2 bedroom	\$975
		3 bedroom	\$1075
		4 bedroom	\$1175
Project 018	Dracaea Street	2 bedroom	\$950
Project 021	Midway Street	1 bedroom	\$750
		2 bedroom	\$900
		3 bedroom	\$950
Project 019/022	Fort Drive	1 bedroom	\$700
		2 bedroom	\$800
		3 bedroom	\$900
Scattered Sites	Highland	2 bedroom	\$800
	Sherman	3 bedroom	\$1250
			4 bedroom

F. East County Flat Rents

Project 001	Beaumont	3 bedroom	\$750
		4 bedroom	\$800
Project 008	Banning	2 bedroom	\$800
Project 018	Desert Hot Springs	2 bedroom	\$750
		3 bedroom	\$800
Project 010	Cathedral City	2 bedrooms	\$850
Project 041	Indio	2 bedrooms	\$850
		3 bedrooms	\$900
		4 bedrooms	\$1000
Project 009/017	Thermal I	2 bedrooms	\$750
Project 031	Thermal II	3 bedroom	\$800
		4 bedroom	\$875
		5 bedroom	\$950
Project 027	Mecca	3 bedroom	\$725
		4 bedroom	\$800
		5 bedroom	\$875

G. Occupancy Standards

Occupancy Standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications (see Exhibit B), eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Only one bedroom will be assigned to the head of household and spouse/co-head or partner. Reasonable accommodation requests will be considered for persons with disabilities. Housing assistance limitations for single persons (1 person households): A single person who is not elderly or displaced person or a person with disabilities or the remaining member of a resident family may not be provided a housing unit with two or more bedrooms. (24 CFR 960.206 6(d))

A remaining member of a resident family will be required to transfer to a unit of suitable size in accordance with the Occupancy Standards and Transfer policy under the lease.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for purposes of determining bedroom size in public housing. Foster children/adults are not considered a family member and may not be authorized to be added if it causes an overcrowding of the unit.

A family will not be granted an increase in bedroom size in order to accommodate adding additional people to the household, other than those added by marriage, birth, adoption or court-awarded custody. A minor may only be added to the household if an adult household member has legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody. A nucleus family member moving back into the home as an adult will not increase the bedroom size. If a member returns as an adult and brings additional non-nucleus members with them, the authorized bedroom size does not increase. Requests to add additional household members will be approved or denied after taking into consideration whether the addition of such people will cause over-crowding of the unit, and in the case of an adult member, whether the person meets all applicant screening criteria.

For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area.

H. Transfers

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards or the PHA otherwise needs to utilize the unit for business purposes, the family will be required to move as soon as a dwelling of appropriate size becomes available. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

Transfers for reasons other than regulated by the PHA will be considered based on medical reasons only.

All transfers requests must be in writing and may require verifications deemed necessary by the PHA. A request for transfer may be denied based on tenant history including but not limited to poor paying habits, care of dwelling, care of property, violations of the Lease, etc. A waiting list will be established using the above priorities as the primary determining factor and the date of request as the secondary factor.

The tenant will be charged a deposit on the new unit that is appropriate **based on the Flat Rental Value of the Unit as determined by the PHA.** The standard security deposit is equal to **one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents)** ~~the family's monthly rent or \$260, whichever is greater.~~ The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

Transfers of non-handicapped tenants living in a unit specifically designed for a handicapped person will be required when there is a handicapped family qualified to be placed and there is an available unit meeting the needs of the non-handicapped family. Tenants will be given a \$50 rent credit the month they move to assist with the costs of transferring units.

The Housing Authority allows two (2) working days (48 hours) for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." The tenant is responsible to pay rent on the old unit until keys are turned in. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received. The HA may also require at least thirty (30) days advance notice of the transfer request and the participant may be required to pay rent through the expiration date of thirty day notice period as required by the lease agreement.

I. Rent, Utility Reimbursement

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the

PHA. If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company. If the family chooses to pay a Flat Rent, the PHA does not pay any utility reimbursement.

J. Leasing of Dwelling Units

A Lease Agreement is to be entered into between this PHA and each of its tenant families. The Lease Agreement is to be kept current at all times and is to reflect the rent being charged at time of signing, the unit occupied, the effective date of the lease, and the conditions governing occupancy.

1. Execution of Lease Agreement

- a. The family member who is determined to be the actual head of the household of the Family, accepted as a tenant, is required to execute a Dwelling Lease, in duplicate, prior to actual admission. The copy is to be given to the Lessee and the original is to be filed in the permanent record folder established for the Family. The Lease shall contain the names of all members of the household who will reside in the unit. All family members 18 years of age and older (at the time of initial leasing or upon attaining that age) shall be required to sign the lease.
- b. If a tenant Family transfers to a different housing unit operated by this Authority, the existing Lease is to be canceled and a new Lease for the dwelling into which the Family is to move must be executed by the head of the household and all other household members 18 years of age and older.
- c. If, through any cause, the signer of the Dwelling Lease ceases to be a member of the tenant family, the Lease is to be voided and a new Dwelling Lease may be executed and signed by a new qualified head of the household, provided the family is eligible for continued occupancy.
- d. If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of the Lease, or if this PHA desires to waive any provision with respect to the tenant:
 - (1) The existing Lease is to be canceled and a new Lease executed, or
 - (2) An appropriate Rider is to be prepared and executed and made a part of the existing Lease.

(Notification to tenants regarding proposed changes will be in accordance with Federal Regulations governing same.)

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents may be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.
3. Cancellation of the Lease Agreement
Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

SECTION III. CONTINUED OCCUPANCY POLICIES

A. Eligibility for Continued Occupancy

To be eligible for Continued Occupancy in the HUD-aided Public Housing Projects operated by this PHA only those occupants:

1. Who qualify as a family (see Section I.(A.) except that an adult person or persons remaining as members of a family may be permitted to remain in occupancy (if a signatory to the lease); if the person or persons are named on the lease but did not sign it, then the PHA will determine if the person or persons are suitable as tenants having the ability to uphold a lease, if so, a new lease will be entered.
2. Who conform to the Occupancy Standards established in Section II. (E.), hereof;
3. Who are able abide by the terms of their lease. When there is no member of the family living in the apartment who can provide the needed care, a PHA representative will determine the state of competency. A conference may be held with the PHA representative, Department of Family and Children Services caseworker and a representative of the Health Department, or a doctor, to try to resolve the problem.

B. Re-examination of Eligibility and Adjustment of Rent

1. Annual Re-examination: To assure tenancy in the project is restricted to families meeting the eligibility requirements for Continued Occupancy set forth in Section III and that such families are charged appropriate rents, the eligibility status and the Income for all tenants is to be re-examined at least annually.

After the tenant's eligibility status and income have been determined, such action as may be necessary (see Paragraph 4.) is to be taken.

2. Interim Re-examinations: The HA will process the change if the decrease or increase in income is \$100.00 monthly or more and anticipated to continue for sixty (60) or more days. Any *decreases* in the family's income of at least \$100.00 monthly and anticipated to continue for sixty (60) or more days or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least \$100.00 per month in the family's income, or if the change is for families eligible for, or currently receiving, earned income disallowance. Participants must report all changes in income, assets, and family household composition in writing within 10 days of occurrence. The participant will be required to repay the HA for any underpayment of rent caused by the unreported income, income that was not reported timely or an administrative error caused by HA personnel.
3. Income changes from welfare program
Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

- Fraud; or
- Any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program; or
- Any failure of any member of the family to comply with conditions under the assistance program imposing a work activities requirement.

This section is not applicable for reduction in benefits as a result of:

- The expiration of a lifetime time limit; or
- Where the family has complied with welfare program requirements but is unable to obtain employment.

4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:
 - a. Any change to be made in the rent or size of dwelling occupied;
 - b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
 - c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported (provided verification has been received) and the decrease complies with Section III (B)(4) of this section.
5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

SECTION IV. ADMISSION PROCEDURE

A. Determination of Eligibility for Admission, Establishing an Application Pool and Receipt of Applications

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
 - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
 - b. Applying the preference requirements established in Section II. (B.);
 - c. Determining the rent to be charged in accordance with Section II. (D.);
 - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
 - a. An applicant's past performance in meeting financial obligations, especially rent;
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
 - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
 - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
 - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
 - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
 - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and most recently adopted as amended on April 15, 2008.
 - h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

In the event unfavorable information is obtained relative to the family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects such as:

- i. Evidence of rehabilitation.
 - ii. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
 - iii. Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. The pre-application constitutes the basic record of each family applying for admission. Each family will be required to supply information as called for on the pre-application for admission and to sign the pre-application attesting to the accuracy of the data provided.

If during the application interview, or at any time in the future, it appears that the applicant is definitely not eligible, the applicant is to be informed of the basis for such determination and shall be provided an opportunity for an Informal Review. In such instances, sufficient information is to be entered on the pre-application form or HA data base to record the reason for the ineligibility.

The family Head, and other such family members as the PHA shall designate, shall execute HUD approved release and consent form authorizing any depository or private source of income or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information determined to be necessary.

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined. The family will be required to submit a holding deposit equal to \$260.00 or one month's rent, whichever is higher. At its discretion, the PHA may allow a short-term payment arrangement regarding the deposit on a case by case basis.

All entries, when possible, are to be made in ink, indelible pencil, or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such change noted in the record.

5. To assure that the data upon which determination of eligibility, preference status, citizenship or immigration status, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each applicant is to be verified. Verifications will be obtained according to HUD hierarchy methods set forth in Section IV herein. Complete and accurate verification records are to be maintained.
6. Information relative to acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness.

Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued.

As verification of all necessary items for each application is completed, a summary of the verified information is prepared by entering all information in the PHA computer. The summary is to cover the following determinations:

- a. Eligibility of the applicant group as a family;
 - b. Eligibility of the family with respect to income limits for admission. Family Annual Income (see 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. Preference status, if any, of the family;
 - c. Size of unit to which the family is to be assigned;
 - d. Rent which the family is to pay; and
 - e. Proof that an applicant is, if claimed, elderly, disabled, or handicapped, as defined previously.
7. No applicant will be excluded from public housing solely because of the applicant's membership in a protected group.
8. If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged is not more than 60 days old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If data on file is over 60 days old, inquiries are to be made of the applicant, his replies recorded, and any reported changes which may affect his eligibility, preference rating, rent and the unit size are to be re-verified prior to leasing.

SECTION V. RE-EXAMINATION PROCEDURES

1. Determination of Re-examination Date:
The re-examination of all families is to be conducted at least annually from the time of admission or prior to the transfer of units. The PHA shall conduct a re-examination of Families who have selected Flat Rent not less than once every three years.
2. Re-examination Procedures:
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission. The file may be stored as an imaged or scanned form.
 - a. Receipt of Eligibility Questionnaire:
Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are

required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

- b. Verification and Documentation of Re-examination Data: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based is full, true, and complete, the information submitted by each applicant is to be verified. Complete and accurate verification records, as set forth in Section VI, are to be maintained in the tenant's file.
- c. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, a summary of the verified information is to be prepared. The summary is to cover the following determinations and the basis for such determinations:
 - (1) Eligibility of the tenant group as a family or as the remaining member of a family.
 - (2) Size of dwelling required, and
 - (3) Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his Eligibility Questionnaire, the tenant is to be interviewed and an opportunity is to be given to explain the discrepancies. This can be in the form of a Pre-eviction Appointment.

SECTION VI. VERIFICATION PROCEDURES

Introduction

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding ~~five one~~ thousand dollars (~~\$5000.00~~), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. Release of Information

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to a release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the PHA or HUD.

B. Methods of Verification

PIH Notice 2010-19 (HA) & CFR 5.233

The PHA will verify information through the six methods of verification acceptable to HUD in the following order:

Level Verification Technique Ranking

- Level 6) Upfront Income Verification (UIV)-Highest** (Mandatory) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)
- Level 5) Upfront Income Verification (UIV)** using non-HUD system-**Highest** (Optional)
- Level 4) Written third Party Verification-High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
- Level 3) Written Third Party Verification Form-Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
- Level 2) Oral Third Party Verification-Low** (Mandatory if written third party verification is not available)
- Level 1) Tenant Declaration-Low** (Use as a last resort when unable to obtain any type of third party verification)

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are

encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases (such as DPSS reports), to validate tenant-reported income.

For each new admission (form HUD-50058 action type 1), the PHA is required to do the following: **i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and **ii.** Print and maintain a copy of the EIV Income Report in the tenant file; and **iii.** Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant

declaration, the PHA must document in the tenant file why third party verification was not available.

All original or authentic documents will be stamped (or notated) “**Viewed Original**” and retained/imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

C. Computer Matching

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

D. Items to be verified

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding ~~one~~ five thousand dollars (\$~~1~~5000.00), and household composition.

E. Verifying non-financial factors

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

Family Relationships

The HA will require familial relationship verification as appropriate and necessary.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court. A spouse/co-head away in the military is not considered to be absent and their income is to be included in total household income with the exception of the portion of pay that is specifically designated as hostile fire pay.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

Verification of Disability

Third party verification procedures will be used to document permanent disability status.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall

into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the PHA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

The HA is required to terminate assistance for any household that does not have at least one member that is a citizen or who has eligible immigration status. The household cannot add any additional member(s) to the household to attempt to satisfy the requirement. The member with eligible status must already be part of the initial assisted household or already be a member added by natural progression as explained elsewhere in these policies and who has been approved by the HA in writing to reside in the unit.

Verification of Social Security Numbers

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least six (6) years of age or under the age of six (6) who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, are can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.

SECTION VII. TERMINATION OF TENANCY AND EVICTION

The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.
- (h) There are no remaining members with eligible immigration status or U. S. Citizenship.

Lease Termination Notice:

The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
 - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
 - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or (3) if any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

SECTION VIII. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)) and in the HA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

A. Termination of tenancy

1. An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or

- any member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the HA may terminate tenant's tenancy under the lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
 4. Further, nothing in this section shall prohibit the HA from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, the HA shall not apply a more demanding standard against the tenant or a lawful occupant than to other tenants.

B. Bifurcation of Lease.

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(l)(6)(B)), the HA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The HA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

C. Certification.

The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it.

If the certification is not delivered to the HA within the 14-day period allowed, the provisions of this section will not apply and the HA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality.

The law requires that information provided to the HA concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

SECTION IX. GRIEVANCE PROCEDURE FOR CONVENTIONAL PUBLIC HOUSING

(Refer to 24 CFR 966, Subpart B)

A. Applicability

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon:
 - A. A tenant's creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the premises of other tenants or Housing Authority employees or
 - B. Any violent or drug-related criminal activity on or off the premises or
 - C. Any criminal activity that resulted in a felony conviction of a household member.
 - D. Non-payment of rent and/or other charges
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

B. Definitions

For the purpose of this procedure, the following definitions are applicable:

1. "Grievance" shall mean any dispute excluding that outlined in Section A (1) above, which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's right, duties, welfare or status, including a denial of a request for reasonable accommodation and the tenant's obligations.
2. "Complainant" shall mean any tenant whose grievance is presented to the Housing Authority office in accordance with Section C and D herein.
3. "Elements of due process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - b. Opportunity for the tenant to examine all relevant documents, records and regulations of the Housing Authority prior to the trial for the purpose of preparing a defense;
 - c. Right of the tenant to be represented by counsel;
 - d. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - e. A decision on the merits.

4. "Hearing officer" shall mean a person selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
5. "Hearing panel" shall mean a panel selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
6. "Tenant" shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this procedure.

C. Informal Settlement of Grievance

Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 days time and one copy shall be given to the tenant and one retained in the Housing Authority's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section D may be obtained if the complaint is not satisfied. Any notice to vacate is considered a type of "summary of discussion".

D. Procedure to Obtain a Hearing

1. Request for hearing - The complainant shall submit a written request for a hearing to the Housing Authority by the close of the business day, no later than 10 calendar days from the date of receipt of the summary of discussion pursuant to Section C. The written request shall specify:
 - a. The reasons for the grievance; and
 - b. The action or relief sought, along with supporting documentation.
2. Selection of Hearing Officer or Hearing Panel - Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:
 - a. The hearing officer or panel shall be an impartial, disinterested person(s) appointed by the Housing Authority.
 - b. The hearing officer may not be the person who approved the PHA action under review or a subordinate of such a person.
3. Failure to Request a Hearing - If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition of the grievance under Section C shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
4. Hearing Prerequisite - All grievances shall be personally presented either orally or in writing as prescribed in Section C as a condition prior to a hearing under this section, provided that if the complainant shall show good cause why he failed to proceed in accordance with Section C to the hearing officer or hearing panel, the provisions of this procedure may be waived by the hearing officer or hearing panel.

5. Escrow Deposit - Before a hearing is scheduled in any grievance involving the amount of rent as defined in the tenant lease which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Housing Authority action or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his grievance in any appropriate judicial proceeding
6. Scheduling of Hearing - Upon complainant's compliance with paragraphs 1, 4 and 5 of this section, a hearing shall be scheduled by the hearing officer or hearing panel within 5 business days from the information packet is received. A written notification specifying the date, time and location of the hearing will be sent or delivered to the complainant. This notification will also contain: (1) the family's right to bring evidence, witnesses, legal or other representation at the family's expense; (2) the right to review any documents or evidence in the possession of the PHA on which the PHA based the action (to be provided no later than 7 days before the hearing); (3) notice that the family must provide copies to the PHA of any documents or evidence that the family will use at the hearing (to be provided no later than 7 days before the hearing).

After the hearing is scheduled, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

E. Procedures Governing the Hearing

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;
 - b. The right to be represented by counsel or other person chosen as his or her representative;
 - c. The right to a private hearing unless the complainant requests a public hearing;
 - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
4. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel, provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
6. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
7. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

F. Decision of the Hearing Officer or Hearing Panel

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within 10 business days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - a. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;

- b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

G. Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with Section D on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer or hearing panel upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice on the tenant allowing five (5) calendar days to vacate (from the date of the hearing officer's decision letter or the PHA's initial thirty (30) day notice to vacate, whichever is later). In no event shall the eviction be initiated through the courts prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

H. Costs of the Hearing

Each party shall bear their own costs for the hearing. The Housing Authority shall be responsible for providing a suitable site for the hearing proceedings.

SECTION X. RESIDENT SURVEY FOLLOW-UP PLAN

In accordance with Public Housing Assessment System (PHAS) regulations, the PHA has developed this Follow-up Plan as part of its Annual Plan because the PHA scored less than 75% on the Resident Surveys in the two following areas: Communication, Safety and Neighborhood Appearance.

A. Communication

In order to encourage and improve communication between PHA staff and residents, the following will be implemented:

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents may be invited to attend the monthly Public Housing staff meetings or any community meeting. Residents may be informed of the times and dates of the meetings, they may be published in the quarterly newsletter and/or notices may be posted at sites.
- Resident Concern Forms will be available in the managers’ offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys are available to residents at HA office appointments
- Managers may have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Community Day events will be held at most sites. In-kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on various dates throughout the year and may be rescheduled depending on whether there inclement weather that necessitates rescheduling.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

B. Safety

- Additional lighting has been installed. We will continue to evaluate and address lighting on all sites to ensure adequate coverage on the site.
- We are working with the HUD Inspector General local field office to do criminal checks, site visits and taking appropriate action.
- We thoroughly screen residents for criminal activity, credit history and rental history.
- Maintenance has a regular preventative maintenance program to ensure units are maintained to meet safety requirements.
- In all cities where the program is available, the communities are certified through the police departments for Crime Free Multi Housing.
- Fire extinguishers are maintained on all sites and are replaced immediately when needed.

C. Neighborhood Appearance

- We have a graffiti removal program to have it removed promptly.
- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.

- We contract with pest control service companies who monthly service both individual units and common areas. If a particular unit needs additional service, it is completed and may be charged to the resident at the PHA's discretion.
- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

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EXHIBIT A

INCOME LIMITS EFFECTIVE March 19, 2009

Family Composition	Very Low Income 50% of Median	Low Income 80% of Median
1 Person	\$23,300	\$37,300
2 Persons	\$26,650	\$42,650
3 Persons	\$29,950	\$47,950
4 Persons	\$33,300	\$53,300
5 Persons	\$35,950	\$57,550
6 Persons	\$38,650	\$61,850
7 Persons	\$41,300	\$66,100
8 Persons	\$43,950	\$70,350

Family Annual Income (See 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. The HA will use the income limits listed in this section unless HUD publishes revised income limits. The HA will use the income limits as defined by HUD. For the Affordable Public Housing Program: The HA uses the Low Income Limit by family size, which is based on 80% of the median income.

EXHIBIT B

TENANT SELECTION AND ASSIGNMENT PLAN

1. All applications received by the Housing Authority will be dated and time stamped in order to determine the priority for applications of persons who are equally eligible.
2. Both new applications and those already on file will be categorized according to the unit size, which is appropriate for the applicant family. One waiting list will be maintained. Two area preference lists may be maintained for the convenience of the applicants. The applicant family will be placed on as either or both preference lists if they so choose. At the PHA discretion the PHA may utilize site-based waiting lists to improve asset management efficiency.

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored. Applications may be taken over the phone as a reasonable accommodation for persons with disabilities.

Once received, applications will be date and time stamped and the preference rating identified. Bedroom size needs will be considered and applicants will be placed on the waiting list according to the above criteria.

Separate preference lists by area:

- A. Area #1 West County:**
Anza, Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Menifee, Murrieta, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet
- B. Area #2 East County:**
Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

C. Number of units per area and type

	# of Units	Type
Area #1	274	Family
Area #2	195	Family
Total Units	469	

D. Street addresses of HA units by area:

	Location (All are within Riverside County, California)	Bedroom size
Area #1	4675 Jackson St.; Riverside, CA 92503	1, 2
	5571, 5577, 5581, 5587, 5591, 5597 34th Street; Riverside, CA 92509	2
	372 Highland; Riverside, CA 92507	2
	3974, 3986, 3990, 3992, 3996, 3998 Fort Dr.; Riverside, CA 92509	1, 2, 3
	Gloria, Perris Bl.; Moreno Valley, CA 92553 13816, 13836 Perris Bl; 25011, 25025, 25033, 25035, 25037, 25039, 25045, 25051, 25078, 25080, 25103, 25104, 25105, 25106, 25115, 25116, 25117, 25118, 25125, 25126, 25127, 25128 Gloria St	1, 2, 3, 4
	24340, 24346, 24356, 24360, 24366 Dracaea; Moreno Valley, CA 92553	2
	22211, 22215, 22239, 22245 Sherman St.; Moreno Valley, CA 92553	3, 4
	102, 104, 108, 112, 116, 120, 124, 130, 136, 142 Midway; Perris, CA 92570	1, 2, 3
	33051, 33091 Fairview; Lake Elsinore, CA 92530	2
	16366, 16376, 16388, 16400, 16412, 16422, 16436, 16448 Broadway; Lake Elsinore, CA 92530	2
	475, 479 Idyllwild Dr.; San Jacinto, CA 92583	2
Area #2	5 th St. / Maple; Beaumont, CA 92223 (478 & 486 Maple; 717, 733, 749, 765, 769, 777, 781, 789, 815 and 837 E. 5 th)	3, 4
	975 E. Williams; Banning, CA 92220	2
	13580, 13582, 13584, 13586, 13588, 13590, 13600, 13602, 13604 Don English; Desert Hot Springs, CA 92240	2, 3
	34355 Corregidor Dr.; Cathedral City, CA 92234	2
	45-909 Aladdin, Indio, CA 92201	2, 3, 4
	56-640, 56-660, 56-680 Polk St; Thermal, CA 92274 87-015 and 87-045 Church; Thermal, CA 92274	2
	56-690, 56-700, 56-710, 56-720 Polk; Thermal, CA 92274	3, 4, 5
	91-400 Seventh Street; Mecca, CA 92254	3, 4, 5

3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:
 - A. Two or more applicants having equal preferences (being equal in weight), then the one fitting the income range needed to maintain the projects economic mix will be offered the unit unless;
 - B. Two or more applicants having equal preferences (being equal in weight) and falling within the same income range needed to maintain the economic mix of the project, then the earliest date and time of application will be the determinant;
 - C. Two or more applicants having equal preferences (being equal in weight) decline the unit being offered, at which time the unit will be made available for immediate housing. If necessary the unit will be informally advertised through shelters, social services, local listings and any other resources necessary to rent the unit. Admission Policies as defined in Section II of this document will be maintained.
5. No unit will be left vacant waiting for an applicant of appropriate income range and size so long as the family size meets established Occupancy Standards (See Section II (e)).
6. Eligible applicants shall not be allowed to decline two appropriately sized unit offered without good cause. If two units are declined, the applicant's name will be withdrawn from each of the public housing waiting list that the applicants name appears on unless:
 - A. The applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move.
 - B. The applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation.
7. In any instance where the applicant rejects the suitable unit for either reason A or B above, the applicant will retain his/her position on the waiting list and will be offered the next suitable unit. Rejection of the next suitable unit offered, other than for reason A or B above, will result in the applicant being withdrawn from each of the public housing waiting list. If an applicant turns down one or more units within a 12 month period after being returned to the waiting list due to turning down available units, the applicant will be withdrawn from the Public Housing Waiting List. An applicant may reapply with a new registration date at any time the waiting list is open.
8. Handicapped applicants shall be given preferences as to date and time of application when the vacant unit is a unit designed specifically for a handicapped or disabled family. Vacant, accessible units will be offered to handicapped and/or disabled households as follows:

First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

9. The Authority currently administers two types of resident transfers, as follows:
 - a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards or the PHA otherwise needs to utilize the unit for business purposes. A transfer shall be required due to authorized increases in family size in cases where the family size exceeds two persons per bedroom and two persons in the living room.
 - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons. The requested accommodation must have a nexus to the disability.

The Authority will establish a combined/single waiting list for each category of transfers (required and requested). Households on the transfer and new applicant waiting lists will be referred to appropriate, available units in the following order:

- (1) Vacancies will first be offered to existing residents who are required to transfer.
- (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
- (3) Any remaining vacancies will be offered to new applicants for housing assistance.

Note: If the HA already received a holding deposit on a unit prior to receiving or verifying a transfer request, the unit will be continued to be leased to the applicant that placed the deposit and the existing tenant will be placed on a waiting list in accordance with 9b of this section.

10. Under no circumstances is a unit to be leased without following the above guidelines. A supervisor's signature is required for any exceptions. On occasion the agency will have ready units that are vacant for more than 7 days or that has been offered to eligible registrants through the waiting list process and two or more have turned down the unit(s) offered. If this should occur, the units will be offered as Immediate Housing.

An Immediate Housing unit is a unit that has been ready for more than 7 days or which has not been selected by an applicant in the current release (two or more eligible registrants have turned down the unit). Immediate Housing is only offered if we have already offered the unit to the applicants that were released on the waiting list that the leasing agent is processing. The entire waiting list does not have to be exhausted to

offer the unit for Immediate Housing; however, we must demonstrate through documentation that we have a current release and have offered the unit to all eligible applicants and it was not selected.

11. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates within 30 calendar days will result in the Applicant being withdrawn from the Waiting List. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice from all waiting lists that the applicants name appears on, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities. The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate. Failure to accept the PHA's offer of one or more units on two or more separate occasions will result in the applicant being withdrawn from the waiting list and it will be necessary for the applicant to reply at such time they are interested in the program provided the waiting list is open at the time.

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EXHIBIT C
TENANT CHARGES - MAINTENANCE REPAIR COSTS

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. Tenant damages and that which is beyond normal wear and tear will be charged to the tenant. Charges for travel time will be included and charged to the tenant for any afterhours response time outside of business hours to and from the unit including picking up the company truck at the hourly rate of \$40.00 per hour (1/2 hour minimum). In the event that an afterhours call is received and responded to but corrected prior to maintenance arriving at unit, the tenant will be charged travel time to and from the location maintenance received the cancellation. In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount. All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$40.00 per hour with a half hour minimum.

	<u>Flat Rate Charge</u>
1. WINDOW REPAIRS	
a. Single Strength	Contract charge + Labor
b. Double Strength	Contract charge + Labor
c. Double glazed windows	Contract charge + Labor
d. Bathroom mirror	45.00
e. Window lock repair	15.00
2. WINDOW COVERINGS (Replacement)	
a. Replace vertical blinds 48" x 48" and under	45.00
b. Repair vertical blinds	15.00
c. Replace vertical blinds above 48" x 48"	60.00
d. Replace vertical vanes under 84"long	5.00 each
e. Replace vertical vanes 84"and over	8.00 each
f. Replace vertical headrail 48" and under	15.00
g. Replace vertical headrail 49" – 66"	20.00
h. Replace vertical headrail 67" – 90"	25.00
i. Replace vertical headrail 91" – 102"	28.00
3. SCREEN REPAIR/REPLACE	
a. Re-screening only	1.25 sq. ft.
b. Complete new screen	2.75 sq. ft
c. Sliding Screen Door replacement	60.00
4. DOOR REPAIRS/REPLACEMENT	
a. Hollow core (interior)	45.00 + Labor
b. Solid core (exterior & garage access)	175.00 + Labor
c. Door jamb replacement, exterior	150.00 + Labor
d. Door jamb replacement, interior	20.00 + Labor
e. Door jamb repair	20.00
f. Heavy duty screen door (including installation)	175.00 including passage door knob
g. Deadbolt keyed to unit for Heavy duty screen door	85.00 including labor
h. Entry door locks	75.00 + Labor and change core charge
i. Deadbolt locks	85.00 + Labor and change core charge

j.	Change core on lock (front, rear, storage)	25.00 each
k.	Keys (each)	3.50 each
l.	Interior privacy knob w/lock (bath)	25.00
m.	Interior passage knob	15.00
n.	Mailbox lock change/install with 2 keys	25.00
o.	Re-hang wardrobe doors (2) - no repairs	10.00
p.	Repair/re-hang wardrobe doors (2)	30.00
q.	Replace wardrobe doors vinyl	125.00 48" x 80" installed
r.	Replace wardrobe door guide	10.00
s.	Closet rod	15.00
t.	Closet rod brackets (2)	5.00
5.	WALL REPAIRS (Interior)	
a.	Dry wall construction	30.00 per sq. ft. or portion thereof
b.	Plaster construction	40.00 per sq. ft. or portion thereof
6.	CABINET REPAIR	
a.	Wood paneling/cabinet fronts	45.00 per panel
b.	Cabinet door & drawer replacement	45.00
c.	Hinge replacement	10.00 per pair
d.	Drawer guides	10.00 per pair
7.	FLOOR REPAIRS	
a.	Vinyl tile	5.00 square
b.	Cove base replacement	2.00 lin. ft.
c.	Repair or replace carpet (average)	10.30 a yard or portion there of
d.	Ceramic Tile Replacement	30.00 square
8.	ELECTRICAL REPAIR	
a.	Light switch or plug replacement	15.00
b.	Dining room hanging light fixture	40.00
c.	Wall/porch light fixture	35.00
d.	Bath, bedroom and hall light fixture	40.00
e.	Switch or plug plates	5.00
f.	Globe only	15.00
g.	GFI	45.00
h.	Light bulb (60 watt)	2.00
i.	Light bulb (48" fluorescent)	5.00
j.	Light bulb plc-4 (18 watt)	10.00
k.	48" Kitchen fluorescent light diffuser	15.00
l.	Smoke Detector replacement—Battery operated	25.00
m.	Smoke Detector replacement—Electrically operated	45.00
n.	Combination Smoke Detector and Carbon Monoxide Detector (battery or hardwired)	65.00
9.	PLUMBING REPAIRS/ BATHROOM	
a.	Washer replacements	5.00
b.	Washer and seat replacement	10.00
c.	Handle replacements	10.00
d.	Toilet seat	25.00

e. Shower rod	15.00
f. Shower head	10.00
g. Hand-held showerhead for handicapped accessibility	35.00
h. Towel bar	15.00
i. Toilet paper holder	10.00
j. Leaking sink drains	10.00
k. Garbage disposal repairs:	
-Free stuck unit if removal not required	15.00
-Removal required for repairs	25.00
-Change and replace	100.00
m. Medicine cabinet—Complete	50.00
n. Medicine cabinet—sliding door / shelf	8.00
o. Medicine cabinet door magnet	5.00
p. “O” ring replacement (faucets)	10.00
q. “Lift” stoppers (bathroom sinks, showers)	12.00
whole assembly replacement	30.00
r. Diverter valve repairs	15.00
s. Clean sewer drain (average)	60.00
t. Clean kitchen sink or lavatory drain or tub	35.00
u. Unstop toilet	35.00
v. Unstop main line	60.00
w. Replace toilet + Labor	150.00
x. Repair/replace P-traps	35.00
y. Replace kitchen faucet	50.00
z. Replace bathroom faucet	35.00
aa. Remove toilet to unstop drain	100.00
10. HEATING / COOLING	
a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	50.00
d. Cooler switch	20.00
e. Wall heater cover	65.00
f. Control knobs	3.00
11. PAINTING INTERIOR (Prep & painting)	
a. One bedroom unit	250.00
b. Two bedroom unit	275.00
c. Three bedroom unit	350.00
d. Four bedroom unit	400.00
e. Five bedroom unit	450.00
f. Ceiling per unit or portion thereof	150.00
g. Individual interior door (no repairs)	20.00
12. CLEANING	
<i>Cleaning of complete unit (excluding stove & carpet):</i>	
a. One bedroom	125.00
b. Two bedroom	150.00
c. Three bedroom	175.00
d. Four bedroom	200.00

e. Five bedroom 225.00

Cleaning of individual items

f. Average refrigerator 30.00
g. Average stove 45.00
h. Average stove hood 20.00
i. Clean sink 10.00
j. Clean bathtub (extra charge for excessively dirty) 40.00
k. Clean blinds 6.00
l. Clean windows (average house) 40.00
m. Clean walls (average house) 60.00
n. Shampoo carpet (average house) 95.00 (if exceeds normal wear/tear)
o. Repair or replace carpet (average) 10.30 a yard or portion there of
p. Haul trash/debris (large load) 100.00 a load or portion there of
q. Hall trash/debris (small load, 3 items or less) 60.00
r. Clean parking space 40.00

13. APPLIANCES

a. Complete stove replacement 550.00 + labor
b. Oven controls 75.00
c. Stove top replacement 50.00
d. Burner grates (4) 20.00
e. Oven control valves 65.00
f. Vent hood fan 95.00
g. Vent hood filter 10.00
h. Thermocouples (pilot) 15.00
i. Safety shut-off valves 75.00
j. Burner & Oven knobs 10.00

14. EXTERIOR

a. Wall repair Contract charge + Labor
b. Replace Hunter sprinkler 30.00 each
c. Repair/replace sprinkler 20.00 each

15. OTHER TENANT CHARGES

a. Late rent charge (Public Housing) 35.00
b. Late rent charge (Bond) 35.00
c. Returned check fee 35.00
d. Lock-out (During working hours) 30.00
e. Lock-out (After working hours) ~~45.00 (plus travel time)~~ 80.00 flat fee
f. Monthly Pet Charge 10.00
g. Gate Card Charge 25.00

16. DEPOSITS

a. Security deposit
~~(Tenant Rent or \$260, whichever is greater) 260.00~~
One Month's Flat Rental Rate (Refer to Flat Rent Table in Section II, D. Flat Rent)
b. Gate Card deposit / charge if not returned 25.00
c. Pet -dog/cat (except service animal) 100.00
d. Pet - guinea pigs, rabbits, birds, fish, lizards 50.00

EXHIBIT D -- PET POLICY

Families residing in Public Housing or Bond units are allowed to keep common household pets in their apartments in accordance with this Pet Agreement. Households may keep one cat or one dog or either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards as common household pet(s) if it is registered with the Housing Authority before it is brought onto the premises, and if registration is updated each year at annual reexamination.

No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification

Payment

A non-refundable monthly pet charge of \$10.00 will be required for each household with a pet. This charge is intended to cover the reasonable operating costs to the project.

The HA will, in addition, charge a refundable pet deposit of \$100.00 for each dog or cat and \$50.00 for either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards.

The HA will refund the unused portion of the deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the resident's dwelling unit. If the tenant no longer has the pet, an inspection of the unit must be done to provide evidence that there is no damage to the unit caused by the pet.

Limitations

HA authorization for pet(s) will be given on a year-by-year basis.

No pet will be allowed if weight exceeds 20 pounds. The 20 pound limit is for the expected adult weight of the animal. No immature animals of 20 pounds will be allowed.

No dangerous animal or pet will be allowed. Dangerous pets or animals include, but are not limited to:

- Any animal whose bite is venomous.
- Any animal who has previously bitten anyone.

Fish aquariums must not exceed 15 gallons of water. (See exception for gallon size)

Registration

Registration must include the following:

A certificate signed by a licensed veterinarian stating that the common household pet has received timely all inoculations currently required by state and local laws. Also required is whatever license is mandated by local law.

A picture of the common household pet must be provided at time of registration.

Name, address and phone number of person to be responsible for pet in resident's absence.

All animals are to be spayed or neutered. If animals are not spayed or neutered and have offspring, the resident household is in violation of this rule.

No animal or pet may be kept in violation of humane or health laws.

Animal Restraint

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

Sanitation Standards

Any animal or pet waste deposited in any animal or pet animal exercise area must be removed right away by the pet owner.

Residents will take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.

If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents will not alter their unit, patio or unit area to create an enclosure for a common household pet.

Potential Problems and Solutions

Residents will not permit any disturbances by their pet which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the owner's apartment to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents.

The action may also include placing the pet in a facility to provide care and shelter for a period not to exceed 30 days.

If the pet is threatened by the incapacitation or death of the owner, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the pet in proper facility for up to thirty (30) days at the pet owner's expense. If there is no other solution at the end of thirty (30) days, the HA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Excluded from the premises are all animals and/or pets not owned by residents, except for service animal(s). A service animal is not a pet and is subject to the service animal policy and agreement.

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by any of the tenant's pet(s). Any injury or damage to persons or property caused by tenant's pet(s) shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Exceptions:

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.

EXHIBIT E -- SERVICE ANIMAL POLICY

(Policy regarding animals that assist persons with disabilities)

Background

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program. Companion animals and emotional support animals will be included in this broad definition if the animal is an integral part of the treatment process prescribed by a medical professional. Verification will be sought annually.

Federal, state and local fair housing laws require that a modification be made to a “No Pet” policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden. The Housing Authority (HA) does not have a “No Pet” policy. A pet is allowed in accordance with the Pet Policy and a signed pet agreement.

This policy differentiates “service animals” from “pets,” describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

Definitions

Disability:

A tenant must meet the statutory definition of having a “disability,” under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable

Medical Professional:

A healthcare or mental health provider responsible for the medical care of the member requiring a service/companion animal.

Pet:

A domestic animal kept for pleasure such as a dog, cat, guinea pig, hamster, rabbit, bird, fish or lizard.

Service/Companion Animal:

Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the tenant and his or her treatment provider. Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

All references to the word “animal” in this policy refers to the resident’s guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Examples include:

- A **guide animal**, trained to serve as a travel tool by a person who is legally blind.
- A **hearing animal**, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- An **assistance animal**, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc.
- A **seizure response animal**, trained to assist a person with a seizure disorder. The animal’s service depends on the person’s needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A **companion animal or emotional support animal** that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

Staff:

Includes Housing Specialists, on-site management, off-site property management, maintenance personnel, or any other representative of the owner or management company designated by the Housing Authority.

Tenant:

A person with a disability who has a service animal who resides in Affordable Public Housing.

Request for a service animal accommodation

The tenant shall submit a request in writing to have a service/companion animal as an accommodation for the tenant’s disability.

Verification of disability and need for a service animal:

The tenant must provide written verification that s/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the community. If the disability and need are obvious, such as a blind resident needing a guide dog, verification may not be required. As defined by the law above, the tenant need not disclose the nature of the disability. The verification must include:

- The name, address and phone number of the medical professional
- The requested accommodation and nexus between the requested accommodation and the disability.

HA authorization for guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal will be given on a year-by-year basis. □
Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.

A tenant may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

Supervision:

The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be supervised and effectively restrained (under the control of a responsible person) when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

No vicious, dangerous or intimidating guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is to be kept on the premises. Vicious and/or dangerous animals include, but are not limited to:

- Any animal whose bite is venomous or who has previously bitten anyone.

The resident will be responsible for all reasonable expenses directly related to the presence of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within thirty (30) days of written notification.

Limitation on number of animals

No more than one guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet is allowed on the premises per unit.

Limitation on size/weight of animals

The expected adult weight of a companion animal or emotional support animal must not exceed twenty (20) pounds. No immature companion animal or emotional support animal of twenty (20) pounds will be allowed. The size limitation does not apply to a *guide animal, a hearing animal, assistance animal, seizure response animal*.

Limitation on size/gallons of fish aquarium

Fish aquariums must not exceed 15 gallons of water. (See exception for one gallon size)

Sanitation standards/cleanup rules

- Never allow the service animal to defecate on any property, public or private (except the tenant's own exclusive use area), unless the tenant immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or outside of the tenant's unit.
- Properly dispose of waste and/or litter. If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.
- Take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.
- Contact Staff if arrangements are needed to assist with cleanup (at the tenant's expense).
- The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area. Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

- Resident will not alter their unit, patio or any other area to create an enclosure for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Service animal accommodation

The Housing Authority will review a tenant's request for a service animal accommodation. Upon written verification from the tenant's medical professional, the HA will provide a written response to the tenant. The response will take into consideration the reasonableness of the request and guidelines of this policy. The request may be denied and deemed unreasonable if it is not approved by the tenant's medical professional or if it causes an undue financial or administrative burden or is a safety risk to the community.

Fees

A service animal is not a pet and is not charged a pet deposit. The tenant is liable for any damage caused by the animal. No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within thirty (30) days of written notification.

Potential problems and solutions

Residents will not permit any disturbances by their guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the tenant's apartment with reasonable notice to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents. The HA may also place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in a facility to provide care and shelter for a period not to exceed thirty (30) days at the tenant's expense.

If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is threatened by the incapacitation or death of the tenant, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in proper facility for up to thirty (30) days at the tenant's expense. If there is no other solution at the end of thirty (30) days, the HA may donate the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal to a humane society. Cost of this professional care will be borne by the tenant.

Any other animals and/or pets not owned by residents, except for service animals are excluded from the premises.

The authorization for a guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal may be revoked at any time subject to the

Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Removal of a service animal

Residents who violate this Service Animal Policy are subject to:

Mandatory removal of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice. Lease termination proceedings.

Areas off-limits to service animals

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist.

Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

Registration

Registration must include the following:

- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has received timely all inoculations currently required by state and local laws.
- Any license mandated by local law.
- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has been spayed or neutered. If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are not spayed or neutered and have offspring, the resident household is in violation of this rule.
- A picture of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be provided at time of registration.
- Name, address and phone number of person to be responsible for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in resident's absence.

No guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet may be kept in violation of humane or health laws.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal. Any injury or damage to persons or property caused by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Exceptions:

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be